

**State of Georgia
Georgia Technology Contract Form**

Solicitation Title

Oracle Resellers for Software Products, Engineered Systems and Professional Services

Solicitation Number
**RFP No. GTA 9800-
000000112**

Contract Number
9800-RFP0112-62015DLT

1. This Contract is entered into between Georgia Technology Authority and the Contractor named below:

Georgia Technology Authority

(hereafter called GTA)

Contractor's Name
DLT Solutions LLC.

(hereafter called Contractor)

2. Contract to Begin:
June 30, 2015

Date of Completion:
June 30, 2017

Renewals:
3

3. Performance Bond, if any:
N/A

Other Bonds, if any:
N/A

4. Maximum Amount of this
Contract:
IDIQ

Total Financial Obligation of the
Agency for the First Fiscal Year:
N/A

Total Financial Obligation of the Agency
for each Renewal Period if Renewed:
N/A

5. Authorized Person to Receive Contract Notices for Agency:
**DLT Solutions, LLC
13861 Sunrise Valley Drive, Suite 400, Herndon, VA 20171
Attention: Team Lead, Contracts**

Authorized Person to Receive Contract Notices for
Contractor:
**Georgia Technology Authority
Procurement and Contracting
3rd Floor, 47 Trinity Avenue
Atlanta, GA 30334
Attention: Procurement Director; with copy to GTA
General Attorney**

6. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

Attachment 1: GTA's Standard Contract Terms and Conditions for Software Purchases, including Article 1 for Professional Services and Article 2 for Engineered Systems

Attachment 2: Solicitation RFP No. GTA 9800-000000112; Attachment 3: Contractor's Final Response

Exhibit A: Statement of Work Template; Exhibit B: Oracle License Definitions and Rules;

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

7.

Contractor

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc., and if so, the state of incorporation)
DLT SOLUTIONS, LLC

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing
CRAIG D. ADLER, EXECUTIVE VICE PRESIDENT & CFO

Address: **13861 Sunrise Valley Drive, Suite 400, Herndon, VA 20171**

8.

Georgia Technology Authority

By (Authorized Signature)



Date Signed

7/14/2015

Printed Name and Title of Person Signing

CHARLES BROOKS III
GTA PROCUREMENT DIRECTOR

Address

47 Trinity Avenue, 3RD Floor, Atlanta, Georgia 30334

Executive Summary

The solicitation was to obtain Oracle Resellers that have the capability to provide Software License with Technical Support and Maintenance, the ability to provide Professional Services and aid in the development of a Statement of Work, have the ability to ability to sell and install Oracle Business Solutions.

The sole scope of this solicitation and the resulting contract is to offer Software License with Technical Support and Maintenance; Professional Services and Oracle Business Solutions; this is the sole scope of the Contract.

All Travel and Living will be **Federal Per Diem**.

All Purchase Orders issued to Reseller by the State Entity over \$100,000 shall be sent to GTA for review.

All Statements of Work over \$100,000 shall be sent to GTA for review and comment prior to fulfilling the Purchase Order for the services.

Attachment 1

**Reseller Agreement for Oracle Products and Services
Contract Number: 9800-RFP0112- 62015DLT**

This Contract is between Georgia Technology Authority with a principle place of business located at 47 Trinity Avenue, Atlanta, Georgia 30334 and DLT Solutions with a principle place of business located at 13861 Sunrise Valley Drive, Suite 400, Herndon, VA 20171.

The purpose of this Agreement is for the procurement and License of Software, Software Maintenance and Technical Support; procurement of Professional Services as well as Engineered Systems, which will include system validation, all products and services necessary for installation and ongoing maintenance.

1. Agreement/Definitions

This Agreement is between Georgia Technology Authority and Reseller. ("Reseller), an authorized Value Added Reseller, of Oracle products and services.

- a. "You" and "your" refers to the Agencies, authorities, counties and cities, schools as defined by K-12, and public universities located within the State of Georgia ("State Entity") that has the right to and places a purchase order for programs and/or services from Reseller. Private universities are not eligible to purchase under this agreement.
- b. The term "Ancillary Programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.
- c. The term "Program Documentation" refers to the program user manual and program installation manuals.
- d. The term "Programs" refers to the software products owned or distributed by Oracle America, Inc. ("Oracle") which you have ordered, program documentation, and any program updates acquired through technical support.
- e. The term "Services" refers to technical support, education, hosted/outsourcing services, consulting or other services which you have ordered.
- f. The term "End User License Agreement" refers to this agreement granting you the right to use the programs and/or services.
- g. Oracle shall be a third party beneficiary of this agreement.

2. Applicability of Agreement

This agreement is valid for the any order to which the State Entity has placed a Purchase Order under this agreement and is specifically incorporated into by reference.

3. Rights Granted

Upon Reseller' acceptance of your order, you have the non-transferable, non-assignable, royalty free, perpetual (unless otherwise specified in the ordering document), limited right to use the programs and receive any services you ordered solely for your internal business operations and subject to the terms of this agreement, including the attachments, or exhibits. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this agreement in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this agreement. Oracles license definitions and rules are subject to change and are available at <http://partner.oracle.com> Some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this Agreement.

Your use of the programs is limited to use by the State Entity that has the legal right to place a purchase order under this Agreement. . Program documentation is delivered with the programs, or you may access the documentation online at <http://oracle.com/contracts>. Services are provided based on Oracle's policies for the applicable services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order (except technical support services, which are as specified in Section 8 of this agreement).

Upon payment for services, you have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for your internal business operations anything developed by Oracle or Reseller and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms provided in the ordering document.

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

4. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed and delivered under this agreement resulting from services provided by

Oracle. Title to the programs is retained by Oracle and shall not pass to you or any third party. You are prohibited from duplicating the programs except that you may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this agreement.

The State Entity may not:

- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired) and you may not provide any timesharing, hosting, outsourcing, subscription service or rental use of the programs ;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or de-compilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs);
- publish results of any program benchmark tests run on the programs without Oracle's prior written consent;
- assign, give, or transfer the programs, operating system, integrated software and /or any services ordered or an interest in them to another individual or entity (in the event you grant a security interest in the programs, operating system, integrated software and/or any service, the secured party has on right to use or transfer the programs, operating system, integrated software and/or any services).

5. Warranties, Disclaimers and Exclusive Remedies

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

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

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

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ORACLE AND RESELLER DISCLAIM, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LIABILITY FOR (A) ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL, AND (B) ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE, ARISING FROM THE USE OF THE PROGRAMS.

6. Trial Programs

You may order trial programs, or Oracle may include additional programs with your order which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30 day trial period, you must obtain a license for such programs from Reseller or Oracle. If you decide not to obtain a license for any program after the 30 day trial period, you shall cease using and shall delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle and Reseller do not provide technical support or offer any warranties for these programs.

7. Indemnification

If a third party makes a claim against either you, Reseller and/or Oracle ("Recipient" which may refer to you, Reseller and/or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or

material ("Material") furnished by either you, Reseller and/or Oracle ("Provider" which may refer to you, Reseller and/or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim, (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations subject to the approval and consent of the Georgia Attorney General and provided that no settlement or compromise of any claim loss or damage entered into by the Provider shall be binding upon the State of Georgia unless approved in writing by the State of Georgia; and
- Gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

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

8. Technical Support

For purposes of the Purchase Order, technical support consists of annual technical support services you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. You acknowledge that the technical support policies are incorporated in this agreement and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the Purchase Order for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>. Technical support is effective upon the effective date of the Purchase Order unless otherwise stated in your order. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually.

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

9. End of Agreement

If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. If Reseller ends this agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for programs ordered and/or services received under this agreement. If Reseller or Oracle ends the license for a program under the Indemnification section, you must pay within 30 days all amounts remaining unpaid for services related to such license. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use those programs and/or services ordered. You further agree that if you have used an Oracle Financing Division contract a third party financing entity to pay for the fees due under an order and you are in default under that contract, you may not use the programs and/or services that are subject to such contract. Provisions that survive termination or expiration are those relating to limitation of liability, infringement

indemnity, payment, and others that by their nature are intended to survive. Upon the termination of this agreement you shall discontinue use and destroy or return to Reseller all copies of programs and documentation.

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

10. Fees and Taxes

All fees payable to Reseller are due within 30 days from the invoice date unless otherwise stated on your Purchase Order accepted by Reseller. You agree to provide Reseller with a Tax Exemption Certificate. In the event you place a purchase order for Professional Services, the parties shall develop and agree upon a Statement of Work, the reasonable expense shall be included in the SOW. You agree that you have not relied on the future availability of any programs or updates in entering into this agreement and the payment obligations in your ordering document; however, (a) if you order SULS for programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under such order, if-and-when available, in accordance with Oracle's then current technical support policies and (b) the preceding sentence does not change the rights granted to you for any program licensed under your ordering document, per the terms of your ordering document and this agreement. Technical support fees will be invoiced in-full upon placement of a purchase order.

11. Confidentiality

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

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

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement, disclosing the confidential information to a federal or state governmental entity as required by law or subject to the

provisions of the Georgia Open Records Act (O.C.G.A. §50-18-70 *et seq.*), as it may be amended from time to time.

12. Entire Agreement

You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable Purchase Order, are the complete agreement for the programs and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs and/or services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. No terms included in any such purchase order or other non-Reseller document shall apply to the programs and/or services ordered. This agreement and Purchase Order may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of GTA and of Reseller. Any notice required under this agreement shall be provided to the other party in writing.

13. Limitation of Liability

SUBJECT TO THE INDEMNIFICATION PROVISIONS HEREIN, NONE OF YOU, RESELLER OR ORACLE SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING FROM USE OF THE PROGRAMS TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW
SUBJECT TO THE INDEMNIFICATION PROVISIONS HEREIN, RESELLERS OR ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID RESELLER UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID RESELLER FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY.

14. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). The State Entity placing the order hereby agrees that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose

prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

15. Other

a. This agreement is governed by the substantive and procedural laws of Georgia, and you and Reseller agree to submit to the exclusive jurisdiction of, and venue in, in the United States District Court for the Northern District of Georgia, or the state courts in Fulton County, Georgia in any dispute arising out of or relating to this agreement.

b. If you have a dispute with Reseller or if you wish to provide a notice under the Indemnification section of this agreement, you will promptly send written notice to:

DLT Solutions, LLC
13861 Sunrise Valley Drive, Suite 400, Herndon, VA 20171
Attention: Team Lead, Contracts

Any notices to the Georgia Technology Authority shall be sent to:

Georgia Technology Authority
Procurement and Contracting
3rd Floor, 47 Trinity Avenue
Atlanta, GA 30334
Attention: Procurement Director; with copy to GTA General Attorney.

c. You may not assign this agreement or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables. If you decide to finance your acquisition of the programs and/or any services, you must follow Oracle's policies regarding financing which are available at <http://oracle.com/contracts>.

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

e. Upon 45 days written notice, Reseller (or Oracle, who may be assigned Reseller' audit rights or be provided with the audit results) may audit your use of the programs upon Reseller's or Oracle's completion of the security requirements. You agree to cooperate with Reseller' or Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights. If you do not pay, Reseller or Oracle can end your technical support, licenses and/or this agreement. You agree that Reseller and Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

- f. The Uniform Computer Information Transactions Act does not apply to this agreement or orders placed under it.
- g. Oracle shall not be required to perform any obligations or incur any liability not expressly set forth herein. Oracle is not liable for nor bound by the acts of any third party firm, including Reseller, that is retained by you to provide computer consulting services. Such firms are independent of Oracle and not Oracle's agents.
- h. Oracle programs, including documentation, delivered to U.S. Government end users are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR") and agency-specific supplemental regulations. As such, use, duplication, disclosure, modification, and adaptation of the programs, including documentation, shall be subject to the license and license restrictions set forth in this Agreement, and to the extent applicable, the additional rights set forth in FAR 52.227-19, Commercial Computer Software- Restricted Rights (June 1987).
- i. Reseller hereby certifies that a drug free work place will be provided for subcontractor's employees during the performance of this Agreement pursuant to O.C.G.A. § 50-24-3." Reseller may be suspended, terminated, or debarred if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.
- j. Reseller hereby certifies that, as of the Effective Date of this Agreement, any lobbyist employed by Reseller has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This Agreement may be declared void at your sole discretion, if is determined that Reseller has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.
- k. If a specific end user entity is mandated by its governing body to convey any of its specific functions to another agency of the Georgia state government as defined in O.G.C.A. Section 50-25-1 (b)(1). If an end user entity merges with another Agency, program licenses of that Agency may be used by the merged entity pursuant to the terms of the agreement and ordering document, after written notice to Reseller.
- l. The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State so as to cause a State agency to incur a financial obligation unless funds to honor the obligation have been lawfully appropriated. If the source of payment for the charges payable hereunder no longer exist or are determined to be insufficient, this Agreement shall terminate immediately and without further obligation of GTA as of that moment. The determination of GTA as to the occurrence of the events stated herein shall be conclusive.

16. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for programs delivered or services provided.

17. License Definitions and Rules

To fully understand your license grant, you need to review the definition for the licensing metric and term designation as well as the licensing rules that are listed in Exhibit B attached hereto and are incorporated in and made a part of this agreement.

18. Insurance

- a. Contractor shall procure from carriers licensed to transact business in the State of Georgia insurance which shall protect the Contractor and the State of Georgia from any claims for bodily injury, property damage, or personal injury which may arise out of operations under this Agreement. Contractor shall procure the insurance policies at the Contractor's own expense and shall furnish to GTA an insurance certificate listing the State of Georgia as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the Contractor includes contractual liability coverage to protect the State. In addition, the insurance certificate must provide the following information:

- (1) Name and address of authorized agent;
- (2) Name and address of insured;
- (3) Name of insurance company (licensed to operate in Georgia);
- (4) Description of coverage in standard terminology;
- (5) Policy period;
- (6) Policy Number;
- (7) Limits of liability;
- (8) Name and address of certificate holder;

- (9) Acknowledgment of notice of cancellation to the State;
 - (10) Signature of authorized agent;
 - (11) Telephone number of authorized agent; and
 - (12) Details of policy exclusions in comments section of Insurance Certificate.
- b. Contractor is required to maintain the following insurance coverages during the Term of this Agreement:
- (1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims.) In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.
 - (2) Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.
 - (3) Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Agreement. The Business Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required under this Agreement.
 - (4) Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverages than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000.
 - (5) If Contractor is a professional service provider such as (but not limited to) engineers, architects, lawyers or accountants, then Contractor also shall maintain Professional Liability/Errors & Omissions Policy (Occurrence) with an annual aggregate limit of at least \$3,000,000.
- c. Neither the policy limits nor any other provision of any insurance policy shall be construed as a limitation on the indemnity obligations herein. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to GTA. Certificates of Insurance showing such coverage to be in force shall be filed with GTA prior to commencement of any work under this Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GTA. All such coverage shall remain in full

force and effect during the Term and any renewal or extension thereof.

19. Fee for Administrative Services.

Reseller agrees to remit to GTA a fee for administrative services ("Fee") as specified below. The prices stated in the Proposal shall include all amounts necessary for Reseller to meet this obligation. Reseller shall factor the Fee into its pricing and shall not separately itemize or invoice for the Fee.

- 19.1. Reseller shall pay to GTA a Fee equal to one and one half percent (1.5%) of the total dollar amount collected from Agencies for all sales under this Agreement during each Payment Period (excluding sales taxes and adjusted for credits or refunds). Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Payment for the quarterly Payment Period of Jul. – Sept. 2015 is due on or before Oct. 31, 2015). Payments are to be mailed to:

Georgia Technology Authority

47 Trinity Avenue, 3rd Floor,

Atlanta GA 30334

Attention: Accounts Receivable

Payments shall be made to the order of the Georgia Technology Authority. If the amount due for a Payment Period is less than ten dollars (\$10.00), no payment is required.

- 19.2. Reseller shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period. Usage Reports for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Usage Report for the quarterly Payment Period of Jul. – Sept. 2015 is due on or before Oct. 31, 2015). Each Usage Report shall reflect, at a minimum, the following information for the applicable Payment Period:

- (a) Reseller's name
- (b) Contract number
- (c) Payment Period/quarter
- (d) Total dollar amount invoiced to Agencies (excluding sales taxes and showing any adjustments for credits or refunds)

- (e) The number, date, and amount of Reseller's check to GTA.

GTA may require the Reseller to provide a separate, more detailed Usage Report. Should this be necessary, GTA will work directly with the Reseller to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

- 19.3. All amounts that become payable by the Reseller to GTA under this Agreement shall bear simple interest from the day due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus two percent (2%) per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in prime rate.

20. Amendments.

The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be valid unless the same is reduced to writing and signed by both parties.

21. Changes.

In the event of a change to the distribution agreement between the Reseller and Oracle, changes to the license definitions and rules and /or changes to the Global Price List, the Reseller may submit such changes as Oracle requires under Oracle's distribution agreement in writing to GTA for review. GTA shall have thirty (30) days to accept or reject those changes. In the event GTA accepts the new terms and conditions, GTA shall notify the Reseller in writing of such acceptance and the parties will negotiate and execute an Amendment to this Agreement to incorporate such changes. If GTA and Reseller cannot reach agreement to the proposed changes or fails to respond to the Reseller's request within thirty (30) days of receiving notice from the Reseller, Reseller may terminate this Agreement.

22. RESERVED (moved to Article 1)

23. Article 1 to this agreement, contain the additional Terms and Condition specific to Professional Services and is attached and is incorporated and made a part of this agreement.

24. Article 2 to this agreement, contains the additional Terms and Conditions specific to Engineered Systems, is attached and is incorporated and made part of the agreement.

25. The agreement includes all Attachments, and Exhibits that are attached to and made a part of this Agreement.

26. The term of this agreement shall begin June 30, 2015 and end on June 30, 2017. Then may be up to (3) three one-year renewals of the term as mutually agreed upon in writing by GTA and DLT.

DLT SOLUTIONS, LLC

Name: Bobby Butler

By: 
(Signature)

Team Lead, Contracts
(Printed Name and Title)

GEORGIA TECHNOLOGY AUTHORITY

Name: CHARLES BROOKS III

By: 
(Signature)

GTA Procurement Director
(Printed Name and Title)

ARTICLE 1

Terms and Conditions for Professional Services

This Article 1 is made by and between the **Georgia Technology Authority** and **DLT Solutions, LLC** whose principal place of business is located at **13861 Sunrise Valley Drive, Suite 400, Herndon, VA 20171** (hereinafter referred to as "Reseller").

1. Definitions.

- 1.1. "Effective Date" of this Article 1, shall mean the date the Statement of Work is signed by both parties and the subsequent purchase order has been issued.
 - 1.2. "Intellectual Property" shall mean any and all programming tools, methods, ideas, discoveries, know-how, show-how, concepts, drawings, designs, diagrams, models, algorithms, structures, sequences, techniques, flow charts, methodologies, processes, procedures, routines, subroutines, software code (both object and source code), data, research, development, specifications, documentation, user manuals, reports, summaries, inventions, patents, copyrights, trademarks, trade dress, trade secrets, regulatory filings, or other information (whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the forgoing, whether or not registered as of the Effective Date or at any later date.
 - 1.3. "Purchase Order" shall mean the purchase order document submitted to Reseller *by You that specifies the quantity and type of goods or services* that Contractor will provide to You under the Statement of Work under this Article 1.
 - 1.4. "Services" for this Article 1, shall mean the work performed by Reseller as described in the agreed upon Statement of Work.
2. **Scope.** Reseller agrees to provide to You the Services, defined in the agreed upon Statement of Work, and as similar in nature to Exhibit A (sample Scope of Work), to this Article 1. Any pre-printed contract terms and conditions included on Reseller's forms or invoices shall be null and void.

3. Pricing and Payment.

- 3.1. Pricing and Billing. Prices, fees, charges or rates shall be as specified in the Statement of Work. Reseller shall submit timely and accurate invoices to You on a monthly basis and at the billing address specified in the Purchase Order. All charges for travel and living should be included in the task charges of the Statement of Work. All travel will be reimbursed in accordance with the Federal Travel Regulations.
- 3.2. Payment. You agree to pay Reseller for all undisputed amounts within thirty (30) days of receipt of a correct invoice, provided that Services have been accepted by You as hereinafter provided. No late payment or interest shall accrue on past-due amounts.
- 3.3. Delay of Payment and Set-off. Reseller acknowledges and agrees that You are authorized to withhold payment due to the Reseller for breach of any material term of this Agreement or on account of Reseller's performance deemed in good faith by You to be deficient and not remedied. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, You may terminate this Agreement, in whole or in part, in the manner provided for herein. To the extent that Reseller's failure to perform causes You to incur costs, then (without affecting any other rights or remedies that You may have under this Agreement, in law or in equity) You may deduct the amount of such incurred costs from any amounts payable to Reseller. In the event that Reseller owes You any sum or You must obtain substitute performance, You may set off such amount against any sum owed by You to Reseller

4. Acceptance Procedure.

Reseller shall perform any in accordance with the schedule set forth in the agreed upon Statement of Work or the time specified in a Purchase Order issued by You Unless otherwise agreed to by Reseller and the You in any Exhibit or Statement of Work incorporated in this Agreement, Reseller shall provide written notification of performance to You ("Delivery Notice"). You shall have ten (10) days from the date of receipt of the Delivery Notice to provide Reseller with written notification of acceptance or rejection due to unsatisfactory performance. Acceptance by You may only be accomplished by an affirmative act on the part of You pursuant to this Article 1 and the failure of You to issue an acceptance notice shall not be deemed an acceptance of the Services or any portion thereof. In the event You issues a rejection notice, Reseller shall, as quickly as is practicable, correct at its expense all deficiencies caused by Reseller. You shall not unreasonably withhold or delay such acceptance or rejection.

5. Warranty.

- 5.1. Reseller will strictly comply with Reseller's descriptions and representations as to the Services, (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear herein and as stated in Reseller's documentation, and Reseller will perform the Services on time; and
- 5.2. Services will not be in violation of any applicable law, rule or regulation, and Reseller will obtain and maintain throughout the Term all permits and licenses required to comply with such laws and regulations; and
- 5.3. Services will not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any Intellectual Property rights; and
- 5.4. Reseller is the lawful owner of, or otherwise has the required licenses, permits or other rights, to use and distribute all Service methods, methodologies and any pre-existing Intellectual Property and Reseller has the right to permit You access to or use of Services methods, methodologies and Intellectual Property; and
- 5.5. Services will be performed by qualified personnel in a good and workmanlike manner, subject to the supervision and instructions provided by You and all work assigned will be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time Services are provided; and
- 5.6. Reseller will screen all employees supplied to You to ensure that each employee is fully qualified, trained, skilled and available to perform the Services, and if required by this Agreement or by applicable law, is validly licensed and/or has obtained all requisite permits to perform such Services; and

6. Works Made for Hire.

- 6.1. If, as a result of or in the course of any consulting or professional Services rendered to You by Reseller or any employee or employees of Reseller during the term of this Agreement, Reseller produces or develops any tangible and/or intangible output or Intellectual Property, then any and all such output and Intellectual Property shall be deemed to be "works made for hire" as defined under federal laws pertaining to copyright protection, as it may be amended from time to

time. As such, You shall be considered to be the author and owner of such Intellectual Property, whether or not the Services were rendered at Your site; made, conceived or devised solely by Reseller or jointly with others; and/or completed or uncompleted.

- 6.2. In the event that any Intellectual Property does not meet the definition of “works made for hire,” then Reseller will immediately disclose such to You and agrees to assign and transfer, and does hereby assign and transfer to You all of its rights in and to such works made for hire and all Intellectual Property produced as a result of the Services performed for You hereunder. The rights so assigned and transferred include, but are not limited to, the rights to reproduce said works, the right to distribute copies of said works, the right to prepare derivative works based upon said works, and all other rights accruing to Reseller under applicable law. Reseller shall require its employees and subcontractors to execute agreements that comply with the aforementioned standards of ownership.
- 6.3. You shall have the right to register all copyrights or other intellectual property protections in works of authorship acquired by You hereunder in Your own name and shall have the exclusive right to dispose of such works in any way You see fit. Reseller shall retain no right in such works whatsoever. Further, Reseller shall (and will ensure that Reseller's employees and subcontractors shall) supply all assistance reasonably requested in securing for Your benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of any such works made for hire and any such Intellectual Property, and will provide full information and cooperation regarding any such item and execute all appropriate documentation prepared by You in applying or otherwise registering, in Your name all rights to any such item without any further consideration. You do not grant any licenses to Reseller to use any works made for hire or Intellectual Property developed under this Agreement. Reseller agrees that it will not provide to its other clients and customers, nor use in any way in the course of later engagements, the works made for hire and Intellectual Property created for and delivered to You pursuant to this Agreement.
- 6.4. Notwithstanding the foregoing, this provision shall not apply to Intellectual Property that was created or owned by Reseller prior to the commencement of the Services provided hereunder. Reseller hereby grants to You an unrestricted, irrevocable, non-exclusive, perpetual, worldwide, royalty-free license to use, copy, distribute and modify in any way it deems fit, including the right to sublicense, such Intellectual Property as included in the work product or deliverables provided to You hereunder.
- 6.5. The terms of this provision shall survive the termination of this Agreement by either party for any reason.

- 6.6. For the avoidance of doubt, nothing in this clause will be construed as applicable to commercial software or services performed for an end user under this contract. This clause applies to items first developed for an end user under this contract.

7. Security and Conduct.

- 7.1. At all times during the Term, Reseller shall provide the Services and use all resources related thereto, in a secure manner and in accordance with the security requirements set forth herein or otherwise mandated by law or Your policies, including the prevention and detection of fraud, abuse, or other inappropriate use or access of systems and networks by all appropriate means, including network management and maintenance applications and tools, and the use of appropriate encryption technologies. You shall be advised immediately in the event that any security breach or any fraud, abuse, or other inappropriate use or access of systems and networks by inappropriate means occurs.
- 7.2. Reseller shall comply, and shall require its personnel and subcontractors' personnel to comply, with all applicable laws, rules and regulations, as well as State and Your policies and standards in effect during the performance of this Agreement, including (without limitation) Your reasonable confidentiality requirements, Your policies, standards and procedures regarding data access, security, personnel conduct, safety and ethics, including spoken directives of Your facility staff. In the event that any of Reseller's or a subcontractor's personnel do not comply with such requirements, You, in your sole reasonable discretion, may have the personnel's access revoked and/or have such personnel removed from the premises.
- 7.3. If You believes that the performance or conduct of any person employed or retained by Reseller to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of the Statement of Work in this Article 1, You shall so notify Reseller in writing and Reseller shall promptly address the performance or conduct of such person, or, at Your request, immediately replace such person with another person acceptable to You and with sufficient knowledge, skill, training and expertise to perform the Services in accordance with this Article 1 and the agreed upon Statement of Work.
- 7.4. Reseller will identify, screen and prevent, and shall not introduce, any Disabling Device in any equipment or software used by Reseller, subcontractor or a third party. At no cost or expense to You and without adversely impacting any services used by You, Reseller shall reduce and/or eliminate the effects of any Disabling Device, including (without limitation) by restoring and/or bearing the cost to re-

create any lost data and/or software programming. As used herein, "Disabling Device" shall mean any virus, timer, clock, counter, time lock, time bomb, Trojan horse, worms, file infectors, boot sector infectors or other limiting design, instruction or routine and surveillance software or routines or data gathering or collecting software or devices that could, if triggered, erase data or programming, have an adverse impact on the Services, cause Your resources to become inoperable or otherwise incapable of being used in the full manner for which such resources were intended to be used, or that collect data or information.

8. Termination.

8.1. Termination for Default. Each party has the right to terminate this Article 1 and the agreed upon Statement of Work in whole or in part, if the other party breaches or is in default of any material obligation, which default is incapable of cure, or which, being capable of cure, has not been cured within ten (10) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Without limiting the generality of the foregoing, the occurrence of any one or more of the following events shall constitute an event of default:

- 8.1.1. Reseller fails to deliver or has delivered nonconforming Services. or fails to perform any material requirement of this Article 1 and the Statement of Work; or
- 8.1.2. Reseller fails to make substantial and timely progress toward performance of this Article 1 and the agreed upon Statement of Work; or
- 8.1.3. Reseller suspends or terminates its operation of business or, to the extent permitted by applicable federal or state law, Reseller becomes subject to any bankruptcy or insolvency proceeding under federal or state law or You reasonably believe that Reseller has become insolvent or unable to pay its obligations as they accrue.

8.2. Notice of Default. If there is an event of default by Reseller, You shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, You may:

- 8.2.1. Immediately terminate Purchase order and the Statement of Work, in whole or in part, without additional written notice;
- 8.2.2. Procure substitute Services from another source and charge to the Reseller the difference between the pricing set forth in this Agreement and

the substitute contract; and/or

8.2.3. Enforce the terms and conditions of this Article 1 and the agreed upon Statement of Work and seek any contractual, legal or equitable remedies.

9. Cooperation and Transition.

9.1. Reseller, its employees, agents, subcontractors and assigns, agree to cooperate fully in the defense of any litigation brought against You or Reseller relating to the Services provided hereunder, and each party shall give the other prompt notice of any such claim, demand, suit or proceeding.

9.2. In the event that You enter into agreements with other contractors or government institutions for additional work related to the Services provided hereunder, Reseller agrees to cooperate fully with such other parties. Reseller shall not commit any act which will interfere with the work performed by any third party as set forth herein.

9.3. Upon expiration or earlier termination of the Statement of Work or any Services provided hereunder, Reseller shall accomplish a complete transition of the Services from Reseller to You, or to any replacement provider designated by You, without any interruption of or adverse impact on the Services or any other services provided by third parties. Contractor shall cooperate fully with You or such replacement provider and promptly take all steps required to assist in effecting a complete transition. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services hereunder.

10. Independent Contractor.

In its relationship with You and the State of Georgia, and for all tax, liability and insurance purposes, Reseller agrees that it is an independent contractor. Reseller shall have the sole right to manage, control and direct the method, manner and means by which the Services are performed. Reseller shall be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Reseller nor any of its agents, servants, employees, subcontractor or suppliers shall become or be deemed to become agents, representatives, or employees of You or the State of Georgia. This Article 1 shall not be construed so as to create a partnership or joint venture between Reseller

and the State of Georgia. Reseller shall not hold itself out to be an employee or agent of Yours or use the name of You in its business in any way.

11. Subcontractors.

Except as otherwise agreed to in writing by You, Reseller shall not subcontract or otherwise permit any third party, other than Reseller or its personnel, to perform Reseller's duties under this Article 1 to the Agreement. Notwithstanding the foregoing, Reseller at all times shall remain responsible for the performance, acts or omissions of all of its employees, agents or any permitted subcontractors. You shall have the right to request the removal of a subcontractor from the Statement of Work for good cause.

12. Assignment and Delegation.

Reseller shall not assign any of its rights or delegate the performance of any of its duties under this Statement of Work agreed upon by the parties to this Article 1 of this Agreement without Your prior written consent, which shall not be unreasonably withheld or delayed. Any purported assignment or delegation shall be null and void. All assignments of rights are prohibited, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. For the purpose of construing this provision, Reseller's merger or change in control of more than fifty percent (50%) of its direct or indirect legal, beneficial or equitable ownership shall be considered an assignment.

22. Background Checks:

Prior to the start of any Work that may involve unescorted access to a Company facility or information network system, Supplier shall be responsible for completing background checks on any applicable employees or subcontractor employees and shall submit a letter for Company approval certifying it will comply and provide a copy of its procedures to Company, as requested. Minimum background check requirements include, but are not limited to, social security verification, criminal history and state criminal record checks, and government watch list searches.

ARTICLE 2

ORACLE ENGINEERED SYSTEMS TERMS AND CONDITIONS THESE TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ORDERING DOCUMENTATION.

1. Definitions

- a. The term “Operating System” refers to the software that manages Hardware for Programs and other Software.
- b. The term “Integrated Software” is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).
- c. The term “Integrated Software Options” refer to software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that you must separately order and agree to pay additional fees.
- d. The term “Products” refers to Programs, Hardware, Integrated Software and Operating System.
- e. The term “Program Documentation” refers to the program user manual and program installation manuals.
- f. The term “Services” refers to technical support services which you have ordered.
- g. The term “Hardware” refers to the hardware equipment, including components, options and spare parts. The term “hardware documentation” refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

2. Hardware Composition

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

3. Rights Granted

Upon Reseller's acceptance of your order, you have the non-transferable, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Reseller), limited right to use the Programs, Hardware, Operating System, the Integrated Software, and the Integrated Software Options and receive any services ordered solely for your internal business operations and subject to the terms and conditions, including definitions and rules set forth in the Purchase order and the program documentation..

You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this contract in such use.

For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this Agreement.

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

Upon payment for Services, you have the non-transferable, royalty free, non-assignable, perpetual, limited right to use for your internal business operations anything developed by Oracle or Reseller and delivered to you under this Agreement; however certain deliverables may be subject to additional license terms provided in the ordering document attached to the Purchase Order. integrated software delivered with the hardware subject to the terms of this.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by the contract, including these Oracle Supplemental Terms and Conditions. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media.

Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

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

4. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system, and integrated software. Oracle or its licensors retain all intellectual property rights to the hardware. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under this contract resulting from services. Unless otherwise stated in your order with Contractor, title to hardware, excluding the operating system, integrated software and any other programs, and risk of loss or damages to the hardware will pass from Oracle upon delivery.

Title to and ownership of the programs, the operating system and integrated software shall not pass to you or to a third party; title to and ownership of the programs, the operating system and integrated software shall remain with Oracle.

You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation or readme files or notice files. The parties acknowledge that the terms of this contract do not apply to such third party technology.

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

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

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;

- remove any copyright notices or labels on the operating system or integrated software;
- make the programs, operating system, integrated software or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or de-compilation of the operating system, integrated software, or programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software;
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- disclose results of any program and/or hardware benchmark tests.

5. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery.

ORACLE DOES NOT GUARANTEE THAT (i) THE HARDWARE PRODUCTS, (ii) OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND (iii) THE PROGRAMS WILL PERFORM ERR OR FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL HARDWARE PRODUCTS, OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND PROGRAM ERRORS.

Oracle provides a limited warranty ("Oracle Hardware Warranty") for

(i) the Hardware Products,
(ii) operating system and integrated software, and
(iii) the Software Media and Tape Media. Hardware Products, Software Media and Tape Media shall have the meanings ascribed to them below. Oracle warrants that hardware and the Sun Remanufactured Equipment Program products, listed on the product price lists, (collectively "Hardware Products") will be free from, and using the operating system and integrated software will not cause in the Hardware Product, material defects in materials and workmanship for one (1) year from the date the Hardware Product is delivered to you. Oracle warrants that the operating system media and the integrated software media ("Software Media") will be free from material defects in materials and workmanship for a period of ninety (90) days from the date the Software Media is delivered to you.

Oracle warrants that the StorageTEK LTO Ultrium media, DLT/SuperDLT media, 9840/9940 media, or T10000 media ("Tape Media") will be free from material defects in materials and workmanship for a period of one (1) year from the date the

Tape Media is delivered to you. Software Media and Tape Media may collectively be referred to as media. The Oracle Hardware Warranty applies only to those Hardware Products and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by Oracle-authorized distributor).

Oracle Hardware Products may be new or like new. The Oracle Hardware Warranty applies to Hardware Products that are new and Hardware Products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at <http://www.oracle.com/us/support/policies/index.html> ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

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

No warranty will apply to the Hardware Products, operating system, integrated software or media which has been:

- i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
- ii. maltreated or used in a manner other than in accordance with the relevant documentation;
- iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
- vi. relocated, to the extent that problems are attributable to such relocation;
- vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- viii. used by parties appearing on the most current U.S. export exclusion list;
- ix. relocated to countries subject to U.S. trade embargo or restrictions;
- x. used remotely to facilitate any activities in the countries referenced in (ix) above; or
- xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

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

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

To the extent not addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:

NEITHER ORACLE NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR (B) IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFECTIVE PRODUCT. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Technical Support

Technical support consists of annual technical support services you may have ordered for the programs and/or hardware.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at <http://www.oracle.com/us/support/policies/index.html>. Java SE Support (or any successor technical support offering to Java SE Support) acquired with your order may be renewed annually.

The order with Reseller will specify your Java SE Support fee for the first renewal year should you renew Java SE Support as contained in the original order; the fee for Java SE Support for the second renewal year will not increase by more than 4% over the prior year's fees. Java SE Support is effective upon the effective date of the order. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually. The order with Reseller will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as

contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Hardware and Systems Support has been ordered. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://www.oracle.com/us/support/policies/index.html>.

Oracle Hardware and Systems Support acquired with your order may be renewed annually. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order; your Oracle Hardware and Systems Support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the hardware is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

Invoices for technical support services shall be submitted by Reseller on a quarterly basis (unless otherwise specified in the order) after the completion of such period. Technical support services charges for SULS (or any successor technical support offering to SULS) are classified as Software Maintenance as a Service and must be paid in arrears (31 U.S.C. 3324).

PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Notwithstanding anything in Oracle's technical support policies or Oracle's Hardware and Systems Support Policies to the contrary, you may discontinue support at the end of any current support term and, at any time thereafter, reinstate support by executing

an order for such services with Reseller. If you decide to reinstate such support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had such support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period quarterly in arrears in accordance with the order. This technical support fee for the new support period is computed as follows: (i) if support lapsed, then the support fee for a twelve month support period shall be the last annual support fee you paid for the relevant program and/or hardware system; (ii) if you never acquired technical support for the relevant program and/or hardware system, then the annual support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program and/or hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

7. Intellectual Property Indemnification

For claims related to hardware, if the Recipient is a current subscriber to Oracle technical support services for the operating system (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which the Recipient is/was a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the integrated software and (ii) the phrase "program(s)" in this section is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., The Provider will not indemnify the Recipient for the Recipient's use of the operating system and/or integrated software when the Recipient is/was not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, the Provider will not indemnify the Recipient for materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

With respect to the State of Georgia, the foregoing indemnification shall not apply as to the State of Georgia indemnifying Oracle or any other party; however, Oracle reserves the right to seek indemnification from the State of Georgia in accordance with the preceding paragraphs should State of Georgia statute permit such indemnification.

8. Other

A. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and

(b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of the contract, including these Oracle Supplemental Terms and Conditions.

B. The extent to which an Oracle product (hardware or software program) is, at the time of delivery, capable of providing comparable access to individuals with disabilities is indicated by the comments and exceptions (if any) specified on the applicable Voluntary Product Accessibility Template (VPAT) available at www.oracle.com/us/corporate/accessibility, provided that such Oracle product is used in accordance with the applicable Oracle program and hardware documentation and that any assistive technologies and any other products used with the Oracle product properly interoperate with the Oracle product. The VPAT indicates the degree of conformance with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as “Section 508”). In the event that Section 508 is revised over the life of the contract Agreement, the VPAT will indicate the applicable version. The VPAT also lists the degree of conformance with the Web Content Accessibility Guidelines (WCAG) if applicable (said standards only apply to “web pages”). In the event that no VPAT is available for a particular product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. Oracle makes no representations regarding the accessibility status of any product identified as “third party.”

C. Source code may be delivered as part of the standard delivery for particular programs, operating system or integrated software; all such source code is subject to the terms of the contract, including these Exhibit B License Definitions and Rules, the applicable order and the applicable program documentation.

Solicitation RFP No. 9800-000000112

Attachment 2 - Solicitation



State of Georgia

REQUEST FOR PROPOSAL (RFP)

Oracle Resellers for Software Products, Engineered Systems and Professional Services

RFP No. GTA 9800-000000112

Electronic Proposals Due By: May 5, 2015; 5:00 PM EST

Submit Proposal to:
Georgia Technology Authority
Procurement Management Office
47 Trinity Avenue, 3rd Floor
Atlanta, GA 30334
404-463-2300

All available information concerning this Request for Proposal can be downloaded from the Georgia Procurement Registry website: www.procurement.state.ga.us

Refer ALL Inquiries to:

GTA Issuing Officer
procurement2@gtga.gov
(Only email inquiries accepted)

Reseller Agreement for Oracle Products and Services
Contract Number: 98000-RFQCxxxxx-XX

This Contract is between Georgia Technology Authority with a principle place of business located at 47 Trinity Avenue, Atlanta, Georgia 30334 and _____ with a principle place of business located at _____.

The purpose of this Agreement is for the procurement and License of Software, Software Maintenance and Technical Support; procurement of Professional Services as well as Engineered Systems, which will include system validation, all products and services necessary for installation and ongoing maintenance.

1. Agreement/Definitions

This Agreement is between Georgia Technology Authority and Reseller. ("Reseller"), an authorized Value Added Reseller of Oracle products and services.

- a. "You" and "your" refers to the Agencies, authorities, counties and cities, schools as defined by K-12, and universities located within the State of Georgia ("State Entity") that has the right to and places a purchase order for programs and/or services from Reseller.
- b. The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.
- c. The term "program documentation" refers to the program user manual and program installation manuals.
- d. The term "programs" refers to the software products owned or distributed by Oracle America, Inc. ("Oracle") which you have ordered, program documentation, and any program updates acquired through technical support.
- e. The term "services" refers to technical support, education, hosted/outsourcing services, consulting or other services which you have ordered.
- f. The term "end user license agreement" refers to this agreement granting you the right to use the programs and/or services.
- g. Oracle shall be a third party beneficiary of this agreement.

RFP GTA-98000-0000001112
Questions and Answers
Oracle Reseller for Software Products, Engineered Systems and Professional Services

Question #	Reference	Question	GTA Response
April 17, 2015			
1	1.3 Background	The solicitation states that the new contract(s) will replace previously issued agreements. Can you provide the contract numbers for these existing contracts?	See Addendum #1
2	1.3 Background	Does the state have any annual usage information available for the contracts that are currently in place? Such as value of services procured through contracts?	Currently, GTA has no visibility into the usage of other agencies, however; GTA annual maintenance support exceeds \$5,000,000.
April 28, 2015			
3	2.2.3 Professional Services	<p>Section 2.2.3 "Oracle Professional Services" defines Oracle Professional Services as: Oracle Consulting, Oracle Premier Support, Advanced Customer Support, and Oracle University.</p> <p>Because each service follows a different pricing methodology, we ask that GTA update the pricing document to itemize each of the desired services, such as:</p> <p>Oracle Professional Services</p> <ol style="list-style-type: none">1. Oracle Consulting = %2. Advanced Customer Services = %3. Premier Support = %4. Oracle University = %	See Addendum #2



Oracle Resellers for Software Products, Engineered Systems and Professional Services

SON Number: 98000-000001112

Addendum Number: 01 Dated: April 17, 2015

Email address: Procurement2@gta.ga.gov

The attached information is made a part of this RFP. The purpose of this addendum is to provide changes to the following:

- **Section 1.3 –Background – Should be replaced its entirety and replaced with the following:**

GTA has the statutory responsibility to provide technology leadership for a large percentage of Oracle software products in the State. GTA intends to establish convenience Agreement(s) with multiple Resellers for the provision of Oracle software products and services.

Note: Review Carefully!

In the event of a conflict between previously released information and the information contained herein, the latter shall control.

NOTE: A signed acknowledgment of this addendum (this page) should be attached to your RFP response.

A signature on this addendum does not constitute your signature on the original RFP document. The original RFP response documents must also be signed in the proper places.

Firm Name

Printed Name

Date



Request for Proposal (RFP) Number: 98000-00000001112

Addendum Number: 02 Dated: April 22, 2015

Oracle Resellers for Software Products, Engineered Systems and Professional Services

The attached information is made a part of this RFQC. The purpose of this addendum is to provide the following:

- 1) Replace Appendix I in its entirety. Please use the documents provided in this Addendum as your response document.
- 2) Replace Appendix J in its entirety. Please use the documents provided in this Addendum as your response document.

Note: Review Carefully!

In the event of a conflict between previously released information and the information contained herein, the latter shall control.

NOTE: A signed acknowledgment of this addendum (this page) should be attached to your RFP response. A signature on this addendum does not constitute your signature on the original RFP document. The original RFP response must also be signed in the proper places.

Firm Name

Signature

Typed Name and Title

Date



Oracle Resellers for Software Products, Engineered Systems and Professional Services

SON Number: 98000-000001112

Addendum Number: 03 Dated: May 4, 2015

Email address: Procurement2@qta.ga.gov

The attached information is made a part of this RFP. The purpose of this addendum is to provide changes to the following:

1.17 Schedule of Events

Changed and should read:

Proposal Due Date and Time: May 19, 2015, 5:00 PM EST

Note: Review Carefully!

In the event of a conflict between previously released information and the information contained herein, the latter shall control.

NOTE: A signed acknowledgment of this addendum (this page) should be attached to your RFP response.

A signature on this addendum does not constitute your signature on the original RFP document. The original RFP response documents must also be signed in the proper places.

Firm Name

Printed Name

Date

DLT RESPONSE TO RFP

13861 SUNRISE VALLEY DR, SUITE 400
HERNDON, VA 20171
MAIN: 800.262.4358
FAX: 703.709.8450



May 19, 2015

Georgia Technology Authority
Procurement Management Office 47
Trinity Avenue, 3rd Floor Atlanta, GA
30334

Attention: GTA Issuing Officer (procurement2@gtga.gov)

Re: RFP Number GTA 9800-0000001112

Thank you for the opportunity to respond to your Request for Proposal (RFP) for Oracle Resellers for Software Products, Engineered Systems and Professional Services.

DLT Solutions, an Oracle Platinum Partner and largest GSA Value-Added Reseller (VAR) in the public sector, brings proven experience and success in providing Oracle products, services and solutions. DLT Solutions is Oracle's largest public sector value-added partner. We will focus on the needs of Georgia entities who procure Oracle products and services from this contract via our:

- **Corporate Commitment:** DLT Solutions commits that the State of Georgia will have the support of our senior management, including Alan Marc Smith, President and CEO; Brian Strosser, Executive Vice President, Sales and Marketing; and Ken Grimsley, Senior Vice President, Enterprise Applications.
- **Sales Commitment:** DLT Solutions commits that we will aggressively market the contract statewide. Our highly skilled sales force will be trained in all aspects of the contract. Sales representatives will be engaged and committed to your Oracle solutions.
- **Implementation Processes:** DLT is your implementation partner of choice for Oracle Software and Support implementation from business requirements and processes to the technical requirements and architecture.
- **Program Management:** DLT's service professionals work in collaboration with our PMO practice to effectively manage your Oracle solutions lifecycle from large-scale project scope and requirements to project budget and schedule, while assuring quality and risk mitigation.

For questions about this proposal, please contact Brad Marshall at 571-346-1873 or Brad.Marshall@dlt.com.

We look forward to your analysis of our proposal and to speaking with you further regarding your need for Oracle products and services.

Sincerely,

Kim Boarts
Senior Director, Enterprise Applications

www.dlt.com

 DLTSOLUTIONS



Georgia Technology Authority
Oracle Resellers for Software Products, Engineered Systems and Professional Services

APPENDIX J

RESELLER PRICING STATEMENT QUESTIONNAIRE (REVISED)

Reseller Response

Pricing Requirement

Will Reseller offer a price discount of Oracle software products to the State of Georgia governmental entities **that is equal to or better than other governmental entities?**

Will Reseller offer a price discount of Oracle Engineered Systems to the State of Georgia governmental entities **that is equal to or better than other governmental entities?**

Will Reseller offer a price discount of Oracle Professional services to the State of Georgia governmental entities **that is equal to or better than other governmental entities?**

"Yes" / "No" (Indicate in box below)

Yes*
(see note below)

Yes*
(see note below)

Yes*
(see note below)

*DLT's proposal offers our best government discount available to the State of Georgia at the time of submission. DLT has a 23 year history of successful pricing negotiation with Oracle and is well versed in volume purchase scenarios that garner most favored customer pricing. Factors to consider include but are not limited to volume purchase, customer dedication to the Oracle stack (e.g., Oracle on Oracle... hardware, software, services), DLT's cost basis with Oracle and the contract administrative fee structure. DLT is confident in our ability to negotiate optimum discounts on an order-by-order basis.

Reseller Pricing	
Oracle Product Line	Offered Price Discount
Volume price discount of Oracle software products	28.5%
First year support for software	22%**
First year support for hardware	12%**
Volume price discount of Oracle Engineered Systems	19.5%
Volume price discount of Oracle Professional services***	
For Oracle Consulting Services	25%
For Oracle Advanced Customer Solutions	8%
For Oracle Training	11.91%



** In keeping with pricing practices dictated contractually by Oracle, support for new software licenses purchased through this contract will be 22% of the associated license price. The following support renewal terms will apply:

For products purchased outside of this contract:

- Software support renewals during contract year 1 will be no more than 11.68% higher than the previous year's support price. Software support renewals every year thereafter will be no more than 4.57% higher than the previous year's support price.
- Hardware support renewals during contract year 1 will be no more than 11.68% higher than the previous year's support price. Hardware support renewals every year thereafter will be no more than 5.58% higher than the previous year's support price.

For products purchased under this contract:

- The first software support renewal term will be no more than 11.68% higher than the previous year's support price. Every year thereafter will be no more than 4.57% higher than the previous year's support price.
- The first hardware support renewal term will be priced no more than 11.68% higher than the previous year's support price. Every year thereafter will be priced no more than 5.58% higher than the previous year's support price.

***Oracle Professional Services as an aggregate grouping and as illustrated in the RFP does not exist. Each is a separate, unrelated Oracle business entity with which to negotiate pricing concessions. Therefore, DLT has proposed most favorable customer pricing based on category of "service."

RFP Number GTA 9800-0000001112 (May 19, 2015)

Price

May 19, 2015

Georgia Technology Authority
Procurement Management Office 47
Trinity Avenue, 3rd Floor Atlanta, GA
30334

Attention: GTA Issuing Officer (procurement2@gtga.gov)

Re: RFP Number GTA 9800-0000001112

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- **Sales Commitment:** DLT Solutions commits that we will aggressively market the contract statewide. Our highly skilled sales force will be trained in all aspects of the contract. Sales representatives will be engaged and committed to your Oracle solutions.
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- **Program Management:** DLT's service professionals work in collaboration with our PMO practice to effectively manage your Oracle solutions lifecycle from large-scale project scope and requirements to project budget and schedule, while assuring quality and risk mitigation.

For questions about this proposal, please contact Brad Marshall at 571-346-1873 or Brad.Marshall@dlt.com.

We look forward to your analysis of our proposal and to speaking with you further regarding your need for Oracle products and services.

Sincerely,

Kim Boarts
Senior Director, Enterprise Applications

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RFP Number GTA 9800-0000001112 (May 19, 2015)

Technical Proposal • i



Georgia Technology Authority
Oracle Resellers for Software Products, Engineered Systems and Professional Services

1.1 Executive Summary

DLT Solutions is a Value Added Reseller (VAR) delivering best in class technology solutions to federal, state and municipal governments. Since its founding in 1991, DLT has tightly integrated itself with some of the most prominent IT software and hardware manufacturers in the world including Amazon Web Services, Autodesk, Dell Software, Google, NetApp, Oracle, Red Hat, SolarWinds and Symantec, among others. With its product portfolio, multiple procurement vehicles and award-winning track record, DLT confidently supports public sector clients with the technology implementation required to achieve their agency missions

Currently, DLT has more than 260 employees at our offices in Herndon, Virginia. In 2009, DLT Solutions, Inc. became a privately held limited liability company, DLT Solutions, LLC. DLT is a financially sound company, achieving \$949 million in 2014 revenues across more than 28,000 customer delivery orders and averaging 10% year-over-year growth for the past 4 years.

For more than 23 years, DLT Solutions has partnered with Oracle Corporation to provide best-of-breed software solutions to the Federal government, state and local agencies, higher education, and commercial entities. Most of our senior management leader staff have either worked directly for Oracle or have at least 10 years of experience working with Oracle. This puts DLT in a unique category. With over one hundred acquisitions in the past seven years, it can be cumbersome to work through the various channels with an organization as large as Oracle. Our extensive background and knowledge of working with Oracle enables us to cut through the complex internal processes it takes to get various actions items completed, which, in some cases, can be mission-critical to organizations. Due to our long standing relationship with Oracle management, accounting, sales, and contracts, we understand, at an intricate level, how these specific divisions work. We leverage that knowledge and our relationships to serve as an advocate for the customer to shepherd orders from start to finish.

We have had the opportunity to work with several large customers listed below and currently hold Blanket Purchase Agreements (BPAs), Enterprise License Agreements (ELAs), User License Agreements (ULAs), and price hold agreements with a number of these customers, all of whom we've fostered concrete relationships with over the years:

- Pennsylvania Liquor Control Board
- U.S. Department of Justice (BPA for the past two years)
- Washington Metro Area Transit Authority
- U.S. Department of Air Force (EL)
- U.S. Department of the Navy (Current ELA/ULA)
- U.S. Department of Public Welfare
- King County, WA
- General Services Administration (Maintenance Agreement)
- State of Tennessee (Current BPA)
- California Department of Transportation
- California Public Employees Retirement System
- U.S. Department of Energy (Maintenance Agreement and New License Contract)

DLT Solutions is a proven Platinum Level Oracle partner, and we pride ourselves on being a results- oriented and customer-advocating entity. Thus, there is no wonder why Oracle considers DLT as an

RFP Number GTA 9800-0000001112 (May 19, 2015)

Technical Proposal • 1



Georgia Technology Authority
Oracle Resellers for Software Products, Engineered Systems and Professional Services

extension to their business and relies heavily on our team to drive business in the public sector IT marketplace.

DLT Solutions will be the prime contractor of any resulting award based on this proposal. We have a robust history of successfully delivering Oracle products and services to public sector agencies at the federal, state, and local levels.

Our proven track record is supported by hundreds of successful software implementations and upgrades. Through a combination of technical and functional expertise, DLT ensures that clients realize the full benefit of the software's functionality. Our proven best practices and experienced consultants, combined with our relentless commitment to excellence, ensure unparalleled customer satisfaction. Keys to our success include:

- **Experienced Consultants** – Our consultants understand both the technology and the underlying business processes, assuring that clients get a comprehensive solution, not just a technology solution. We hire only

what we consider to be the top 5% of talent in the industry. Even then they must bring functional and industry knowledge to ensure that value-added services are delivered consistently.

- **More Efficient Project Teams** – Because DLT consultants are more highly skilled, they are able to work in smaller teams with fewer levels of project management. Smaller teams allow for more efficient communication and fewer coordination activities, which leads to more cost-effective implementations.
- **Streamlined Process** – DLT uses iterative prototyping and maximizes user involvement in any system development, resulting in a validated system with customer buy-in that clients are prepared to manage at implementation.
- **Commitment to Customer Satisfaction** – DLT will do what it takes to make sure we deliver the results our customers expect. Because we pay careful attention to both the end product and the quality of the activities leading to that end product, we more often than not exceed our customer's expectations to maximize ROI and flexibility based on their needs.

DLT is confident that our past performance represents the Oracle product mix and experience necessary to fulfill the current and future needs of the State of Georgia. DLT is an experienced government contractor with systems in place to meet our customers' technology refresh, administrative handling fee transfers, and reporting requirements. ***The forward thinking operating philosophy of DLT is customer focused with fast, flexible and responsive execution on all customer requirements.***

RFP Number GTA 9800-0000001112 (May 19, 2015)

Technical Proposal • 2



Georgia Technology Authority
Oracle Resellers for Software Products, Engineered Systems and Professional Services

2.0 Affirmation of Administrative Fee (Appendix H)

See next page

RFP Number GTA 9800-0000001112 (May 19, 2015)

Technical Proposal • 3

REQUEST FOR PROPOSAL (RFP)

Oracle Resellers for Software and Services

RFP No. GTA 9800-0000001112

APPENDIX H

AFFIRMATION OF ADMINISTRATIVE FEE FORM

(ALSO ATTACHED AS A WORD DOCUMENT TO FACILITATE SUBMISSION)

Reseller agrees to remit to GTA a fee for administrative services ("Fee") as specified below. The prices stated in the Proposal shall include all amounts necessary for Reseller to meet this obligation. Reseller shall factor the Fee into its pricing and shall not separately itemize or invoice for the Fee.

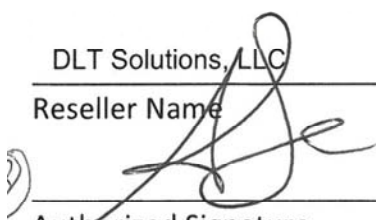
Reseller shall pay to GTA a Fee equal to one and one half percent (1.5%) of the total dollar amount collected from Agencies for all sales under this Agreement during each Payment Period (excluding sales taxes and adjusted for credits or refunds). Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Payment for the quarterly Payment Period of Jul.- Sept. 2015 is due on or before Oct. 31, 2015). Payments are to be mailed to:

Georgia Technology Authority
47 Trinity Avenue, 3rd Floor,
Atlanta GA 30334

Attention: Accounts Receivable

Payments shall be made to the order of the Georgia Technology Authority . If the amount due for a Payment Period is less than ten dollars (\$10.00), no payment is required.

All amounts that become payable by the Reseller to GTA under this Agreement shall bear simple interest from the day due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus two percent (2%) per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in prime rate.

DLT Solutions, LLC
Reseller Name _____

Authorized Signature _____

Failure to pay any amount due pursuant to this clause may result, in addition to any and all other remedies provided in this Agreement, in law or in equity, in the Reseller's debarment pursuant to O.C.G.A. Section 50-24-5, as amended.

Alan Marc Smith, President and CEO

Print Name

May 19, 2015

Date

3.0 Reseller Technical Statement Questionnaire (Appendix I)

RESELLER TECHNICAL STATEMENT QUESTIONNAIRE (REVISED)			
Reseller's Name:	DLT Solutions, LLC		
Question #		Reseller Response "Yes" / "No" <i>(Indicate in box below)</i>	Identify Evidence Tab <i>(Use Evidence Tab to satisfy requirement)</i>
	Platinum Partner		
1	Is the Reseller an Oracle Platinum Partner (as defined by Oracle)?	Yes	A Section 4.1.1
2	Has the Reseller been an Oracle Platinum Partner selling to governmental entities for at least 10 years or more?	Yes	A Section 4.1.2
3	Does the Reseller have a direct contractual relationship with Oracle U.S.A., Inc. allowing for sales to directly to external customers?	Yes	A Section 4.1.3
4	Does the Reseller use contracts other than a GSA Schedule 70 Contract, (such as WSCA, etc.) for selling to governmental entities? If yes, provide List of other contracts.	Yes	A Section 4.1.4
	Software		
5	Can the Reseller provide a listing of at least 15 governmental entities, which purchased Oracle software products and services within the previous 5 years?	Yes	B Section 4.2.1
6	Does the Reseller have a current GSA Schedule 70 contract to sell Oracle software, services and support to states under the Cooperative Purchasing Program?	Yes	B Section 4.2.2
7	Can the Reseller provide Oracle Annual Software Support for existing Licenses, specifically for GTA, which would be paid annually in arrears?	No	B Section 4.2.3
8	Can Reseller list all Oracle Software Products they sell?	Yes	B Section 4.2.4
	Engineered Systems		
9	Has the Reseller been certified to sell Oracle Engineered Systems and Services for 2 years or more?	Yes	C Section 4.3.1
10	Can the Reseller provide a customer listing of at least 5 governmental customers purchasing Oracle Engineered Systems and services within the previous 5 years?	Yes	C Section 4.3.2

RESELLER TECHNICAL STATEMENT QUESTIONNAIRE (REVISED)			
Reseller's Name:		DLT Solutions, LLC	
Question #		Reseller Response "Yes" / "No" (Indicate in box below)	Identify Evidence Tab (Use Evidence Tab to satisfy requirement)
11	Does the Reseller have a current GSA Schedule 70 contract to sell Oracle Engineered Systems and services to states under the Cooperative Purchasing Program?	Yes	C Section 4.3.3
12	Can the Reseller continue to provide maintenance and premier support on Oracle Engineered Systems beyond the initial first year?	Yes	C Section 4.3.4
13	Can Reseller list all Oracle Engineered Systems they sell and install?	Yes	C Section 4.3.5
14	Does the Reseller have a current GSA Schedule 70 contract to sell Oracle Professional Services to states under the Cooperative Purchasing Program?	Yes	C Section 4.3.6
	Professional Services		
15	Has the Reseller provided Oracle Professional Services to a governmental entity using their GSA contract or otherwise within the previous 5 years?	Yes	D Section 4.4.1
16	Can the Reseller provide a customer listing of at least 15 governmental customers for Oracle Professional Services using their GSA contract or otherwise within the previous 5 years?	Yes	D Section 4.4.2
17	Does the Reseller have contracts with other governmental entities (except GSA) to sell Oracle Professional Services?	Yes	D Section 4.4.3
18	Can Reseller provide Oracle Training Services?	Yes	D Section 4.4.4
	Advanced Customer Support (ACS)		
19	Can the Reseller provide installation services for Engineered Systems through ACS?	Yes	D Section 4.5.1
20	Can the Reseller provide migration and integration services through ACS?	Yes	D Section 4.5.2

4.0 Technical Requirements Evidence Tabs

4.1 Evidence Tab A – Technical Requirement (Questions 1-4)

4.1.1 Question 1

The following pages contain DLT's Certificate as an Oracle Platinum Partner, plus screen captures of DLT's information on the Oracle Partner Network Solutions Catalog (OPNSC) website as of May 4, 2015.

Please see Section 4.2.4, Question 8, for a complete list of Oracle products and services that DLT Solutions is authorized to sell.



This certifies that

DLT Solutions LLC

has achieved the level

This annual partnership
is currently valid until

12-Jul-2015

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[Have DLT Solutions LLC Call You](#) 1 www.dlt.com

With over more than 20 years of Oracle experience in the public sector, DLT Solutions has been dedicated to solving public sector IT challenges. Guided by our relentless focus on these challenges, we have grown to be one of the nation's top providers of world-class IT products and services.

Featuring certifications and specializations in key Oracle solutions, subject matter experts and professional services, we are your one-stop, go-to-Oracle partner. Our expertise spans the complete Oracle "Red Stack" as well as a variety of IT solutions including cloud computing, cybersecurity and data consolidation. DLT Professional Services helps government customers realize performance and operational efficiencies through Oracle's value-added applications and technologies by employing industry and implementation best practices to solve complex challenges and offers customers pre-sales support and consultation, implementation support, and technical training.

As the government and IT landscape evolves, DLT Solutions will continue to adapt and provide emerging technology solutions to our customers.

Details

The Partner is recognized by Oracle for:

- Specializations

Partner Membership Level

Platinum

Partner Membership Location

United States

Main Office Location (HQ)

United States

Public or Private Company

Private

I Subsidiary Companies

<https://solutions.oracle.com/scwar/scr/Partner/SC2PP-DLT.html>

1

514/2015

OPNSC | DLT Solutions LLC

DLT Solutions Canada, Inc

Canada

More Information

Contact Help

Partner Resources

The partners listed in the Oracle PartnerNetwork (OPN) Solutions Catalog are part of the Oracle PartnerNetwork Program, however Oracle does not endorse any of the partners or their software, solutions, services or training listed on this site. Oracle disclaims any and all liability arising out of your use of the Oracle PartnerNetwork Solutions Catalog, including use of partners, software, solutions, services and training listed on the site.

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<https://solutions.oracle.com/scwar/scr/Partner/SC2PP-DLT.html>

2/



Georgia Technology Authority
Oracle Resellers for Software Products, Engineered Systems and Professional Services

4.1.2 Question 2

With more than 23 years of Oracle partnership, DLT Solutions combines comprehensive knowledge of the Oracle product portfolio with license acquisition expertise to deliver mission critical IT solutions to the public sector. Featuring specializations in key Oracle technology, solutions experts and dedicated professional services, we are your premier, go-to-Oracle partner.

4.1.3 Question 3

DLT Solutions and Oracle U.S.A. have been Public Sector partners for over 23 years. This partnership includes a variety of contractual agreements and relationships including, but not limited to:

- Full Use Distribution Agreement (FUDA): an agreement between Oracle and DLT which states what, how, when, where and to whom DLT resells Oracle

- Public Sector Addendum: an agreement between Oracle and DLT which adds Public Sector language and stipulates to the FUDA
- Cloud Services Distribution Addendum (CSDA): an addendum to the FUDA covering language and stipulations around cloud offerings

4.1.4 Question 4

- California Software Licensing Program (SLP) – DLT Solutions
Contract: SLP-13-70-0068D
- Commonwealth of Pennsylvania DGS FSS IT 70 – DLT Solutions
Contract: GSA-PA 440000471
- OH State Contract – DLT Solutions
Contract: 53404
- US Communities – DLT Solutions
Contract: 13120

4.2 Evidence Tab B – Technical Requirement (Questions 5-8)

4.2.1 Question 5

1. Jefferson County School District, CO
2. City of Cambridge, MA
3. Pennsylvania Department of Transportation, PA
4. Johns Hopkins University, MD
5. City of Atlanta, GA
6. University of Maryland, MD
7. Washington Metropolitan Area Transit Authority, DC
8. Knoxville Utilities Board, TN
9. City of Albuquerque, NM
10. City of Tallahassee, FL
11. Port of Portland, OR
12. Office of the Chief Technology Officer, DC
13. King County, WA
14. City of Colorado Springs, CO
15. City of Virginia Beach, VA

RFP Number GTA 9800-0000001112 (May 19, 2015)

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Georgia Technology Authority
Oracle Resellers for Software Products, Engineered Systems and Professional Services

4.2.2 Question 6

DLT GSA Schedule Number: [GS-35F-4543G](#)
DLT GSA FUDA Number: US-OPN-GSAFUDA-207738-23-DEC-13
FUDA Start Date: 12/23/2013
FUDA End Date: 12/22/2015

4.2.3 Question 7

DLT's payment terms are Net 30 days from the date of a proper invoice subject to successful delivery. For software, customers realize full beneficial use of software and all technical support on "Day 1" of delivery. For hardware, customers realize full beneficial use of hardware and all technical support on "Day 1" of delivery. For cloud

services, customers realize full beneficial use of the subscription on “Day 1” of delivery. Finally for professional services, DLT will invoice customers monthly in arrears for actual hours performed.

4.2.4 Question 8

Knowledge Zones: Oracle categorizes their solutions into “knowledge zones.” If a partner meets reseller criteria for a specific knowledge zone, they can sell any product that rolls under that umbrella. DLT has met reseller criteria for the following knowledge zones:

Applications

AutoVue Enterprise Visualization Enterprise Communications Resell JD Edwards EnterpriseOne
JD Edwards World
Network Session Delivery and Control Infrastructure Resell
Oracle Argus Safety Applications Oracle Crystal Ball
Oracle E-Business Suite
Oracle Health Information Exchange Applications Oracle Hyperion
Oracle Master Data Management Solutions Oracle Policy Automation
Oracle Primavera
Oracle User Productivity Kit
Oracle Utilities PeopleSoft Siebel
Cloud Services

Cloud Services

Oracle Database Cloud Service
Oracle Planning and Budgeting Cloud Service Oracle RightNow CX Cloud Service Resell

Oracle Taleo Business Edition Cloud Service RR Database

Database

Data Warehousing Enterprise Manager MySQL
Oracle 1-Click Technology for Midsize Companies Oracle Database
Hardware

Hardware

Exadata Database Machine Oracle Big Data Appliance Exalogic Elastic Cloud
Exalytics In-Memory Machine Resell Fujitsu M10 Servers
NAS Storage
Oracle Database Appliance Oracle Desktop Virtualization Oracle Solaris
Oracle Virtual Compute Appliance SAN Storage
SPARC Enterprise Entry-Level and Midrange M- Series Servers
SPARC Enterprise High-End M-Series Servers SPARC M6-32 and SPARC M5-32 Servers SPARC SuperCluster
SPARC T-Series Servers StorageTek Tape Media StorageTek Tape Storage

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Georgia Technology Authority
Oracle Resellers for Software Products, Engineered Systems and Professional Services

Sun Blade Servers Sun Flash Storage Sun x86 Servers Middleware

Middleware Application Grid Data Integration Developer Tools IT Architecture
Identity Management

4.3 Evidence Tab C – Technique Requirement (Questions 9-14)

4.3.1 Question 9

DLT Solutions, LLC has been certified for over two (2) years to sell Oracle Engineered Systems and Services. The Hardware systems include the following:

- Exadata Database Machine
- Oracle Big Data Appliance
- Oracle Database Appliance
- Exalogic Elastic Cloud
- Exalytics In-Memory Machine
- Oracle FS1 Flash Storage System
- Oracle ZFS Storage Appliance
- Oracle Virtual Compute Appliance
- Oracle SuperCluster
- Oracle Zero Data Loss Recovery Appliance

4.3.2 Question 10

DLT Solutions has numerous Government customers that have purchased Oracle Engineered Systems and Services within the previous five (5) years including the following:

1. The United States Navy
 - A reference call may be arranged upon short list selection
 - Delivered: September 2014
 - Estimated value: \$7,000,000
2. City of Denver, CO
 - A reference call may be arranged upon short list selection
 - Delivered: May 2013
 - Estimated value: \$2,000,000
3. World Bank
 - A reference call may be arranged upon short list selection
 - Delivered: April 2013
 - Estimated value: \$1,000,000
4. The State of California
 - A reference call may be arranged upon short list selection
 - Delivered: May 2014

- Estimated value: \$800,000
5. Pinellas County, FL
 - A reference call may be arranged upon short list selection
 - Delivered: April 2014

- Estimated value: \$ 400,000

4.3.3 Question 11

DLT Solutions, LLC has a current GSA Schedule to sell Oracle Engineered Systems and Services to states under the Cooperative Purchasing Program. Our GSA Contract number is: [GS-35F-4543G](#)

4.3.4 Question 12

DLT understands existing deployments can provide the largest number of challenges if not properly designed, configured, implemented or maintained. We know the importance of properly maintaining an environment through proactive actions to minimize issues and more efficiently utilize available resources. When our team is brought in to provide maintenance support, we first evaluate existing practices while performing gap analysis to determine what measures need to be added to more effectively maintain an environment. Our team will document all current and future processes to provide a repeatable roadmap for consistently maintaining the environment following proven best practices.

4.3.5 Question 13

DLT Solutions can sell and install the following Oracle Engineered Systems:

- Exadata Database Machine
- Oracle Big Data Appliance
- Oracle Database Appliance
- Exalogic Elastic Cloud
- Exalytics In-Memory Machine
- Oracle FS1 Flash Storage System
- Oracle ZFS Storage Appliance
- Oracle Virtual Compute Appliance
- Oracle SuperCluster
- Oracle Zero Data Loss Recovery Appliance

4.3.6 Question 14

DLT Solutions, LLC has a current GSA Schedule to sell Oracle Professional Services to states under the Cooperative Purchasing Program. Our GSA Contract number is: [GS-35F-4543G](#)

4.4 Evidence Tab D – Professional Services (Questions 15-18)

4.4.1 Question 15

DLT Solutions has provided Oracle Professional Services to numerous governmental entities using our GSA Contract number [GS-35F-4543G](#).

1. New York
 - Department of Finance

- A reference call may be arranged upon short list selection
- Delivered: 2014 through Mar/2015
- Estimated value: \$450K
- 2. Virginia
 - City of Chesapeake
 - A reference call may be arranged upon short list selection
 - Delivered: 2014 through Apr/2015
 - Estimated value: \$300K
- 3. California
 - Legislative Data Center
 - A reference call may be arranged upon short list selection
 - Delivered: 2014 through June/2015
 - Estimated value: \$250K
- 4. Georgia
 - Department of Transportation
 - A reference call may be arranged upon short list selection
 - Delivered: 2014 through 2015
 - Estimated value: \$600K
- 5. New Jersey
 - New Jersey Transit
 - A reference call may be arranged upon short list selection
 - Delivered: through 2015
 - Estimated value: \$1M

4.4.2 Question 16

Please see Section 4.4.1, Question 15.

4.4.3 Question 17

DLT has contracts with several other governmental entities, including the state of Ohio, Pennsylvania, New Mexico, and various other local entities.

4.4.4 Question 18

DLT is authorized to provide Oracle Training Services.

4.5 Evidence Tab E – Advanced Customer Support (Questions 19-20)

4.5.1 Question 19

DLT can provide installation services for Engineered Systems through ACS.

4.5.2 Question 20

DLT can provide migration and integration services through ACS.

13861 SUNRISE VALLEY DR, SUITE 400
HERNDON, VA 20171
MAIN: 800.262.4358
FAX: 703.709.8450



May 19, 2015

Georgia Technology Authority
Procurement Management Office 47
Trinity Avenue, 3rd Floor Atlanta, GA
30334

Attention: GTA Issuing Officer (procurement2@gtga.gov)

Re: RFP Number GTA 9800-0000001112

Thank you for the opportunity to respond to your Request for Proposal (RFP) for Oracle Resellers for Software Products, Engineered Systems and Professional Services.

DLT Solutions, an Oracle Platinum Partner and largest GSA Value-Added Reseller (VAR) in the public sector, brings proven experience and success in providing Oracle products, services and solutions. DLT Solutions is Oracle's largest public sector value-added partner. We will focus on the needs of Georgia entities who procure Oracle products and services from this contract via our:

- **Corporate Commitment:** DLT Solutions commits that the State of Georgia will have the support of our senior management, including Alan Marc Smith, President and CEO; Brian Strosser, Executive Vice President, Sales and Marketing; and Ken Grimsley, Senior Vice President, Enterprise Applications.
- **Sales Commitment:** DLT Solutions commits that we will aggressively market the contract statewide. Our highly skilled sales force will be trained in all aspects of the contract. Sales representatives will be engaged and committed to your Oracle solutions.
- **Implementation Processes:** DLT is your implementation partner of choice for Oracle Software and Support implementation from business requirements and processes to the technical requirements and architecture.
- **Program Management:** DLT's service professionals work in collaboration with our PMO practice to effectively manage your Oracle solutions lifecycle from large-scale project scope and requirements to project budget and schedule, while assuring quality and risk mitigation.

For questions about this proposal, please contact Brad Marshall at 571-346-1873 or Brad.Marshall@dlt.com.

We look forward to your analysis of our proposal and to speaking with you further regarding your need for Oracle products and services.

Sincerely,

Kim Boarts
Senior Director, Enterprise Applications

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1.2 Executive Summary

DLT Solutions is a Value Added Reseller (VAR) delivering best in class technology solutions to federal, state and municipal governments. Since its founding in 1991, DLT has tightly integrated itself with some of the most prominent IT software and hardware manufacturers in the world including Amazon Web Services, Autodesk, Dell Software, Google, NetApp, Oracle, Red Hat, SolarWinds and Symantec, among others. With its product portfolio, multiple procurement vehicles and award-winning track record, DLT confidently supports public sector clients with the technology implementation required to achieve their agency missions

Currently, DLT has more than 260 employees at our offices in Herndon, Virginia. In 2009, DLT Solutions, Inc. became a privately held limited liability company, DLT Solutions, LLC. DLT is a financially sound company, achieving \$949 million in 2014 revenues across more than 28,000 customer delivery orders and averaging 10% year-over-year growth for the past 4 years.

For more than 23 years, DLT Solutions has partnered with Oracle Corporation to provide best-of-breed software solutions to the Federal government, state and local agencies, higher education, and commercial entities. Most of our senior management leader staff have either worked directly for Oracle or have at least 10 years of experience working with Oracle. This puts DLT in a unique category. With over one hundred acquisitions in the past seven years, it can be cumbersome to work through the various channels with an organization as large as Oracle. Our extensive background and knowledge of working with Oracle enables us to cut through the complex internal processes it takes to get various actions items completed, which, in some cases, can be mission-critical to organizations. Due to our long standing relationship with Oracle management, accounting, sales, and contracts, we understand, at an intricate level, how these specific divisions work. We leverage that knowledge and our relationships to serve as an advocate for the customer to shepherd orders from start to finish.

We have had the opportunity to work with several large customers listed below and currently hold Blanket Purchase Agreements (BPAs), Enterprise License Agreements (ELAs), User License Agreements (ULAs), and price hold agreements with a number of these customers, all of whom we've fostered concrete relationships with over the years:

- Pennsylvania Liquor Control Board
- U.S. Department of Justice (BPA for the past two years)
- Washington Metro Area Transit Authority
- U.S. Department of Air Force (EL)
- U.S. Department of the Navy (Current ELA/ULA)
- U.S. Department of Public Welfare
- King County, WA
- General Services Administration (Maintenance Agreement)
- State of Tennessee (Current BPA)
- California Department of Transportation
- California Public Employees Retirement System
- U.S. Department of Energy (Maintenance Agreement and New License Contract)

DLT Solutions is a proven Platinum Level Oracle partner, and we pride ourselves on being a results- oriented and customer-advocating entity. Thus, there is no wonder why Oracle considers DLT as an

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Georgia Technology Authority
Oracle Resellers for Software Products, Engineered Systems and Professional Services

extension to their business and relies heavily on our team to drive business in the public sector IT marketplace.

DLT Solutions will be the prime contractor of any resulting award based on this proposal. We have a robust history of successfully delivering Oracle products and services to public sector agencies at the federal, state, and local levels.

Our proven track record is supported by hundreds of successful software implementations and upgrades. Through a combination of technical and functional expertise, DLT ensures that clients realize the full benefit of the software's functionality. Our proven best practices and experienced consultants, combined with our relentless commitment to excellence, ensure unparalleled customer satisfaction. Keys to our success include:

- **Experienced Consultants** – Our consultants understand both the technology and the underlying business processes, assuring that clients get a comprehensive solution, not just a technology solution. We hire only

what we consider to be the top 5% of talent in the industry. Even then they must bring functional and industry knowledge to ensure that value-added services are delivered consistently.

- **More Efficient Project Teams** – Because DLT consultants are more highly skilled, they are able to work in smaller teams with fewer levels of project management. Smaller teams allow for more efficient communication and fewer coordination activities, which leads to more cost-effective implementations.
- **Streamlined Process** – DLT uses iterative prototyping and maximizes user involvement in any system development, resulting in a validated system with customer buy-in that clients are prepared to manage at implementation.
- **Commitment to Customer Satisfaction** – DLT will do what it takes to make sure we deliver the results our customers expect. Because we pay careful attention to both the end product and the quality of the activities leading to that end product, we more often than not exceed our customer's expectations to maximize ROI and flexibility based on their needs.

DLT is confident that our past performance represents the Oracle product mix and experience necessary to fulfill the current and future needs of the State of Georgia. DLT is an experienced government contractor with systems in place to meet our customers' technology refresh, administrative handling fee transfers, and reporting requirements. ***The forward thinking operating philosophy of DLT is customer focused with fast, flexible and responsive execution on all customer requirements.***

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Georgia Technology Authority
Oracle Resellers for Software Products, Engineered Systems and Professional Services

2.0 Affirmation of Administrative Fee (Appendix H)

See next page

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REQUEST FOR PROPOSAL (RFP)

Oracle Resellers for Software and Services

RFP No. GTA 9800-0000001112

APPENDIX H

AFFIRMATION OF ADMINISTRATIVE FEE FORM

(ALSO ATTACHED AS A WORD DOCUMENT TO FACILITATE SUBMISSION)

Reseller agrees to remit to GTA a fee for administrative services ("Fee") as specified below. The prices stated in the Proposal shall include all amounts necessary for Reseller to meet this obligation. Reseller shall factor the Fee into its pricing and shall not separately itemize or invoice for the Fee.

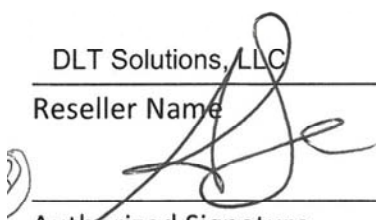
Reseller shall pay to GTA a Fee equal to one and one half percent (1.5%) of the total dollar amount collected from Agencies for all sales under this Agreement during each Payment Period (excluding sales taxes and adjusted for credits or refunds). Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Payment for the quarterly Payment Period of Jul.- Sept. 2015 is due on or before Oct. 31, 2015). Payments are to be mailed to:

Georgia Technology Authority
47 Trinity Avenue, 3rd Floor,
Atlanta GA 30334

Attention: Accounts Receivable

Payments shall be made to the order of the Georgia Technology Authority . If the amount due for a Payment Period is less than ten dollars (\$10.00), no payment is required.

All amounts that become payable by the Reseller to GTA under this Agreement shall bear simple interest from the day due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus two percent (2%) per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in prime rate.

DLT Solutions, LLC
Reseller Name _____

Authorized Signature _____

Failure to pay any amount due pursuant to this clause may result, in addition to any and all other remedies provided in this Agreement, in law or in equity, in the Reseller's debarment pursuant to O.C.G.A. Section 50-24-5, as amended.

Alan Marc Smith, President and CEO

Print Name

May 19, 2015

Date



Georgia Technology Authority
Oracle Resellers for Software Products,
Engineered Systems and Professional Services

RFP Number GTA 9800-0000001112

Technical Proposal



Presented by Team DLT

DLT SOLUTIONS®

ORACLE® Platinum
Partner

May 19, 2015

This proposal includes data that shall not be disclosed outside the Georgia Technology Authority (GTA) and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer or as a result of—or in connection with—the submission of this data, the GTA shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the GTA's right to use information contained in this data if it is obtained from another source without restriction.

3.0 Reseller Technical Statement Questionnaire (Appendix I)

RESELLER TECHNICAL STATEMENT QUESTIONNAIRE (REVISED)			
Reseller's Name:		DLT Solutions, LLC	
Question #		Reseller Response "Yes" / "No" (Indicate in box below)	Identify Evidence Tab (Use Evidence Tab to satisfy requirement)
	Platinum Partner		
1	Is the Reseller an Oracle Platinum Partner (as defined by Oracle)?	Yes	A Section 4.1.1
2	Has the Reseller been an Oracle Platinum Partner selling to governmental entities for at least 10 years or more?	Yes	A Section 4.1.2

3	Does the Reseller have a direct contractual relationship with Oracle U.S.A., Inc. allowing for sales to directly to external customers?	Yes	A Section 4.1.3
4	Does the Reseller use contracts other than a GSA Schedule 70 Contract, (such as WSCA, etc.) for selling to governmental entities? If yes, provide List of other contracts.	Yes	A Section 4.1.4
Software			
5	Can the Reseller provide a listing of at least 15 governmental entities, which purchased Oracle software products and services within the previous 5 years?	Yes	B Section 4.2.1
6	Does the Reseller have a current GSA Schedule 70 contract to sell Oracle software, services and support to states under the Cooperative Purchasing Program?	Yes	B Section 4.2.2
7	Can the Reseller provide Oracle Annual Software Support for existing Licenses, specifically for GTA, which would be paid annually in arrears?	No	B Section 4.2.3
8	Can Reseller list all Oracle Software Products they sell?	Yes	B Section 4.2.4
Engineered Systems			
9	Has the Reseller been certified to sell Oracle Engineered Systems and Services for 2 years or more?	Yes	C Section 4.3.1
10	Can the Reseller provide a customer listing of at least 5 governmental customers purchasing Oracle Engineered Systems and services within the previous 5 years?	Yes	C Section 4.3.2

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Georgia Technology Authority Oracle
Resellers for Software Products, Engineered Systems and Professional Services

RESELLER TECHNICAL STATEMENT QUESTIONNAIRE (REVISED)			
Reseller's Name:		DLT Solutions, LLC	
Question #		Reseller Response "Yes" / "No" (Indicate in box below)	Identify Evidence Tab (Use Evidence Tab to satisfy requirement)
11	Does the Reseller have a current GSA Schedule 70 contract to sell Oracle Engineered Systems and services to states under the Cooperative Purchasing Program?	Yes	C Section 4.3.3
12	Can the Reseller continue to provide maintenance and premier support on Oracle Engineered Systems beyond the initial first year?	Yes	C Section 4.3.4
13	Can Reseller list all Oracle Engineered Systems they sell and install?	Yes	C Section 4.3.5

14	Does the Reseller have a current GSA Schedule 70 contract to sell Oracle Professional Services to states under the Cooperative Purchasing Program?	Yes	C Section 4.3.6
	Professional Services		
15	Has the Reseller provided Oracle Professional Services to a governmental entity using their GSA contract or otherwise within the previous 5 years?	Yes	D Section 4.4.1
16	Can the Reseller provide a customer listing of at least 15 governmental customers for Oracle Professional Services using their GSA contract or otherwise within the previous 5 years?	Yes	D Section 4.4.2
17	Does the Reseller have contracts with other governmental entities (except GSA) to sell Oracle Professional Services?	Yes	D Section 4.4.3
18	Can Reseller provide Oracle Training Services?	Yes	D Section 4.4.4
	Advanced Customer Support (ACS)		
19	Can the Reseller provide installation services for Engineered Systems through ACS?	Yes	D Section 4.5.1
20	Can the Reseller provide migration and integration services through ACS?	Yes	D Section 4.5.2



Georgia Technology Authority
Oracle Resellers for Software Products, Engineered Systems and Professional Services

4.0 Technical Requirements Evidence Tabs

4.6 Evidence Tab A – Technical Requirement (Questions 1-4)

4.6.1 Question 1

The following pages contain DLT's Certificate as an Oracle Platinum Partner, plus screen captures of DLT's information on the Oracle Partner Network Solutions Catalog (OPNSC) website as of May 4, 2015.

Please see Section 4.2.4, Question 8, for a complete list of Oracle products and services that DLT Solutions is authorized to sell.



This certifies that

DLT Solutions LLC

has achieved the level

This annual partnership
is currently valid until

12-Jul-2015

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[Have DLT Solutions LLC Call You](#) 1 www.dlt.com

With over more than 20 years of Oracle experience in the public sector, DLT Solutions has been dedicated to solving public sector IT challenges. Guided by our relentless focus on these challenges, we have grown to be one of the nation's top providers of world-class IT products and services.

Featuring certifications and specializations in key Oracle solutions, subject matter experts and professional services, we are your one-stop, go-to-Oracle partner. Our expertise spans the complete Oracle "Red Stack" as well as a variety of IT solutions including cloud computing, cybersecurity and data consolidation. DLT Professional Services helps government customers realize performance and operational efficiencies through Oracle's value-added applications and technologies by employing industry and implementation best practices to solve complex challenges and offers customers pre-sales support and consultation, implementation support, and technical training.

As the government and IT landscape evolves, DLT Solutions will continue to adapt and provide emerging technology solutions to our customers.

Details

The Partner is recognized by Oracle for:

- Specializations

Partner Membership Level

Platinum

Partner Membership Location

United States

Main Office Location (HQ)

United States

Public or Private Company

Private

I Subsidiary Companies

<https://solutions.oracle.com/scwar/scr/Partner/SC2PP-DLT.html>

1

514/2015

OPNSC | DLT Solutions LLC

DLT Solutions Canada, Inc

Canada

More Information

Contact Help

Partner Resources

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JAVA

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2/



Georgia Technology Authority
Oracle Resellers for Software Products, Engineered Systems and Professional Services

4.6.2 Question 2

With more than 23 years of Oracle partnership, DLT Solutions combines comprehensive knowledge of the Oracle product portfolio with license acquisition expertise to deliver mission critical IT solutions to the public sector. Featuring specializations in key Oracle technology, solutions experts and dedicated professional services, we are your premier, go-to-Oracle partner.

4.6.3 Question 3

DLT Solutions and Oracle U.S.A. have been Public Sector partners for over 23 years. This partnership includes a variety of contractual agreements and relationships including, but not limited to:

- Full Use Distribution Agreement (FUDA): an agreement between Oracle and DLT which states what, how, when, where and to whom DLT resells Oracle

- Public Sector Addendum: an agreement between Oracle and DLT which adds Public Sector language and stipulates to the FUDA
- Cloud Services Distribution Addendum (CSDA): an addendum to the FUDA covering language and stipulations around cloud offerings

4.6.4 Question 4

- California Software Licensing Program (SLP) – DLT Solutions
Contract: SLP-13-70-0068D
- Commonwealth of Pennsylvania DGS FSS IT 70 – DLT Solutions
Contract: GSA-PA 440000471
- OH State Contract – DLT Solutions
Contract: 53404
- US Communities – DLT Solutions
Contract: 13120

4.7 Evidence Tab B – Technical Requirement (Questions 5-8)

4.7.1 Question 5

1. Jefferson County School District, CO
2. City of Cambridge, MA
3. Pennsylvania Department of Transportation, PA
4. Johns Hopkins University, MD
5. City of Atlanta, GA
6. University of Maryland, MD
7. Washington Metropolitan Area Transit Authority, DC
8. Knoxville Utilities Board, TN
9. City of Albuquerque, NM
10. City of Tallahassee, FL
11. Port of Portland, OR
12. Office of the Chief Technology Officer, DC
13. King County, WA
14. City of Colorado Springs, CO
15. City of Virginia Beach, VA

RFP Number GTA 9800-0000001112 (May 19, 2015)

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Oracle Resellers for Software Products, Engineered Systems and Professional Services

4.7.2 Question 6

DLT GSA Schedule Number: [GS-35F-4543G](#)
DLT GSA FUDA Number: US-OPN-GSAFUDA-207738-23-DEC-13
FUDA Start Date: 12/23/2013
FUDA End Date: 12/22/2015

4.7.3 Question 7

DLT's payment terms are Net 30 days from the date of a proper invoice subject to successful delivery. For software, customers realize full beneficial use of software and all technical support on "Day 1" of delivery. For hardware, customers realize full beneficial use of hardware and all technical support on "Day 1" of delivery. For cloud

services, customers realize full beneficial use of the subscription on “Day 1” of delivery. Finally for professional services, DLT will invoice customers monthly in arrears for actual hours performed.

4.7.4 Question 8

Knowledge Zones: Oracle categorizes their solutions into “knowledge zones.” If a partner meets reseller criteria for a specific knowledge zone, they can sell any product that rolls under that umbrella. DLT has met reseller criteria for the following knowledge zones:

Applications

AutoVue Enterprise Visualization Enterprise Communications Resell JD Edwards EnterpriseOne
JD Edwards World
Network Session Delivery and Control Infrastructure Resell
Oracle Argus Safety Applications Oracle Crystal Ball
Oracle E-Business Suite
Oracle Health Information Exchange Applications Oracle Hyperion
Oracle Master Data Management Solutions Oracle Policy Automation
Oracle Primavera
Oracle User Productivity Kit
Oracle Utilities PeopleSoft Siebel
Cloud Services

Cloud Services

Oracle Database Cloud Service
Oracle Planning and Budgeting Cloud Service Oracle RightNow CX Cloud Service Resell

Oracle Taleo Business Edition Cloud Service RR Database

Database

Data Warehousing Enterprise Manager MySQL
Oracle 1-Click Technology for Midsize Companies Oracle Database
Hardware

Hardware

Exadata Database Machine Oracle Big Data Appliance Exalogic Elastic Cloud
Exalytics In-Memory Machine Resell Fujitsu M10 Servers
NAS Storage
Oracle Database Appliance Oracle Desktop Virtualization Oracle Solaris
Oracle Virtual Compute Appliance SAN Storage
SPARC Enterprise Entry-Level and Midrange M- Series Servers
SPARC Enterprise High-End M-Series Servers SPARC M6-32 and SPARC M5-32 Servers SPARC SuperCluster
SPARC T-Series Servers StorageTek Tape Media StorageTek Tape Storage

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Sun Blade Servers Sun Flash Storage Sun x86 Servers Middleware

Middleware Application Grid Data Integration Developer Tools IT Architecture
Identity Management

4.8 Evidence Tab C – Technique Requirement (Questions 9-14)

4.8.1 Question 9

DLT Solutions, LLC has been certified for over two (2) years to sell Oracle Engineered Systems and Services. The Hardware systems include the following:

- Exadata Database Machine
- Oracle Big Data Appliance
- Oracle Database Appliance
- Exalogic Elastic Cloud
- Exalytics In-Memory Machine
- Oracle FS1 Flash Storage System
- Oracle ZFS Storage Appliance
- Oracle Virtual Compute Appliance
- Oracle SuperCluster
- Oracle Zero Data Loss Recovery Appliance

4.8.2 Question 10

DLT Solutions has numerous Government customers that have purchased Oracle Engineered Systems and Services within the previous five (5) years including the following:

1. The United States Navy
 - A reference call may be arranged upon short list selection
 - Delivered: September 2014
 - Estimated value: \$7,000,000
2. City of Denver, CO
 - A reference call may be arranged upon short list selection
 - Delivered: May 2013
 - Estimated value: \$2,000,000
3. World Bank
 - A reference call may be arranged upon short list selection
 - Delivered: April 2013
 - Estimated value: \$1,000,000
4. The State of California
 - A reference call may be arranged upon short list selection
 - Delivered: May 2014

- Estimated value: \$800,000
5. Pinellas County, FL
 - A reference call may be arranged upon short list selection
 - Delivered: April 2014

- Estimated value: \$ 400,000

4.8.3 Question 11

DLT Solutions, LLC has a current GSA Schedule to sell Oracle Engineered Systems and Services to states under the Cooperative Purchasing Program. Our GSA Contract number is: [GS-35F-4543G](#)

4.8.4 Question 12

DLT understands existing deployments can provide the largest number of challenges if not properly designed, configured, implemented or maintained. We know the importance of properly maintaining an environment through proactive actions to minimize issues and more efficiently utilize available resources. When our team is brought in to provide maintenance support, we first evaluate existing practices while performing gap analysis to determine what measures need to be added to more effectively maintain an environment. Our team will document all current and future processes to provide a repeatable roadmap for consistently maintaining the environment following proven best practices.

4.8.5 Question 13

DLT Solutions can sell and install the following Oracle Engineered Systems:

- Exadata Database Machine
- Oracle Big Data Appliance
- Oracle Database Appliance
- Exalogic Elastic Cloud
- Exalytics In-Memory Machine
- Oracle FS1 Flash Storage System
- Oracle ZFS Storage Appliance
- Oracle Virtual Compute Appliance
- Oracle SuperCluster
- Oracle Zero Data Loss Recovery Appliance

4.8.6 Question 14

DLT Solutions, LLC has a current GSA Schedule to sell Oracle Professional Services to states under the Cooperative Purchasing Program. Our GSA Contract number is: [GS-35F-4543G](#)

4.9 Evidence Tab D – Professional Services (Questions 15-18)

4.9.1 Question 15

DLT Solutions has provided Oracle Professional Services to numerous governmental entities using our GSA Contract number [GS-35F-4543G](#).

1. New York
 - Department of Finance

Georgia Technology

Authority Oracle Resellers for Software Products, Engineered Systems and
Professional Services

- A reference call may be arranged upon short list selection
 - Delivered: 2014 through Mar/2015
 - Estimated value: \$450K
2. Virginia
- City of Chesapeake
 - A reference call may be arranged upon short list selection
 - Delivered: 2014 through Apr/2015
 - Estimated value: \$300K
3. California
- Legislative Data Center
 - A reference call may be arranged upon short list selection
 - Delivered: 2014 through June/2015
 - Estimated value: \$250K
4. Georgia
- Department of Transportation
 - A reference call may be arranged upon short list selection
 - Delivered: 2014 through 2015
 - Estimated value: \$600K
5. New Jersey
- New Jersey Transit
 - A reference call may be arranged upon short list selection
 - Delivered: through 2015
 - Estimated value: \$1M

4.9.2 Question 16

Please see Section 4.4.1, Question 15.

4.9.3 Question 17

DLT has contracts with several other governmental entities, including the state of Ohio, Pennsylvania, New Mexico, and various other local entities.

4.9.4 Question 18

DLT is authorized to provide Oracle Training Services.

4.10 Evidence Tab E – Advanced Customer Support (Questions 19-20)

4.10.1 Question 19

DLT can provide installation services for Engineered Systems through ACS.

4.10.2 Question 20

DLT can provide migration and integration services through ACS.

RFP Number GTA 9800-0000001112 (May 19, 2015)

Technical

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DLT SOLUTIONS ORACLE END USER LICENSE AGREEMENT (EULA)

A. Agreement Definitions

“You” and “your” refers to the legal entity that has executed this agreement (“agreement”) and ordered Oracle programs and/or hardware and/or services from DLT Solutions (“DLT”). The term “ancillary programs” refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered. The term “program documentation” refers to the program user manual and program installation manuals. The term “programs” refers to the software products owned by Oracle and distributed by DLT which you have ordered, program documentation, and any program updates acquired through technical support. The term “services” refers to technical support, education, hosted/outsourcing services, consulting or other services which you have ordered.

B. Applicability of Agreement

This agreement is valid for the order to which this agreement accompanies.

C. Rights Granted

Upon Oracle’s acceptance of DLT’s order, you have the non-transferable, non-assignable, royalty free perpetual (unless otherwise specified in your purchase order), limited right to use the programs and receive any services you ordered solely for your internal business operations and subject to the terms of this agreement, including the license definitions and rules set forth in the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for the purposes set forth in the end user license agreement, subject to the terms of such agreement, you are responsible for their compliance with this agreement in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use shall be allowed under this agreement. Oracle’s license definitions and rules are hereby incorporated by reference and attached hereto. Oracle’s license definitions and rules are subject to change.

Services are provided based on Oracle’s policies for the applicable services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order (Except technical support services which are as specified in section H of this agreement). Upon payment for services, you will have a perpetual, non-exclusive, non-assignable, royalty free license to use for your internal business operations anything developed by Oracle and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms.

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

Oracle is a third party beneficiary of this agreement.

D. Ownership and Restrictions

Oracle or its licensor retains all ownership in the intellectual property rights to the programs, hardware, operating system and integrated software. Furthermore, Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered to you under this agreement resulting from the services. Use of the operating system delivered with the hardware is limited to the terms of the license delivered with the hardware and only as incorporated in, and as part, of the hardware. Use of the integrated software, which is defined as software embedded in the hardware that is essential to hardware functionality (e.g., firmware) is limited to your internal business operations subject to the terms of the end user agreement and only as incorporated in, and as part, of the hardware.

Third party technology that may be appropriate or necessary for use with some Oracle programs and/or hardware is specified in the program documentation and/or hardware documentation and that such third party technology is



Georgia Technology Authority
Oracle Resellers for Software Products,
Engineered Systems and Professional Services

RFP Number GTA 9800-0000001112

Administrative Proposal



Presented by Team DLT

DLT SOLUTIONS®

ORACLE® **Platinum
Partner**

May 19, 2015

This proposal includes data that shall not be disclosed outside the Georgia Technology Authority (GTA) and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer or as a result of—or in connection with—the submission of this data, the GTA shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the GTA's right to use information contained in this data if it is obtained from another source without restriction.

EXHIBIT A to Article 1
STATEMENT OF WORK TEMPLATE

(The remainder of this page is left blank intentionally)

[Insert Company's Name and Logo]

**Statement of Work for
[Insert project name]**

[INSERT DATE, MONTH/DATE/YEAR]

Document Control Sheet

General Information

Project Name	Project Manager	Business Owner (Key Sponsor)	Provider Single Point of Contact
--------------	-----------------	------------------------------	----------------------------------

Document Preparation Information

Author	Date	Organization Name
Phone Number	E-Mail	
File Location (link)		

Distribution and Approvals

Name	Title and Organization	Signature	Approval Date

Change History

Date	Change Description	Approved By

Guidelines and Instructions

(**Note:** Delete this guidelines and instructions section upon completion of the SOW.)

Overview

IT projects often fail because the parties involved don't fully understand what work needs to be done or how success will be measured. Companies can mitigate this risk through the creation of a solid Statement of Work (SOW) document.

According to the [PMBOK](#) from the [Project Management Institute](#) (PMI) the SOW, also called statement of requirements (SOR), is "a narrative description of `product, services, or results to be supplied under contract." In the PMBOK, the SOW is part of the project procurement management process. The SOW is used to set the scope and boundaries of a project and to establish an agreement between the company and an external provider about what work will be done, when it will performed, and who will do it.

Key Components

The SOW identifies:

- The project's high level goals, objectives, dependencies, and constraints.
- The scope of the work associated with the project.
- Project deliverables and acceptance criteria.
- What work will be performed, who is responsible the work, when it will be finished.
The SOW does not describe how the work will be accomplished.

Accountability

The project manager is responsible for creating and updating the SOW.

Inputs

The following project management documents must be completed before preparing the SOW:

- Business Case.
- Business Requirements.
- Work Breakdown Structure (WBS)
- Project plan.
- Project charter.
- Change management plan.
- Communications plan.
- Staffing plan

Tips

- Make sure that the people in the distribution list understand that by signing this document, they are formally accepting this as scope of the project. Allow two business days for people in the distribution list to review and approve the SOW.
- Once the SOW is approved, attach it to the contract, give copies to the project team, and file an original signed copy in the project binder.
- As the work gets underway, revisit this document at regular reporting intervals. Make changes as necessary, but make sure that all the approvers sign to recognize and acknowledge changes.
- Don't make assumptions in the SOW because they are passive and can lead to misinterpretations. Transform assumptions into any of these:
 - A tangible scope statement (either inclusive or exclusive).
 - A new acceptance criterion for a specific deliverable.
 - A new entry in the risk management plan.
 - A new entry in the roles and responsibility matrix.
- The SOW must be written in language understandable to all parties involved in the project. Don't use internal terminology unless this is an exclusively internal project.

SOW versus Other Project Management Documents

Companies often use interchangeably certain project management documents such as the SOW, contract, project charter, RFP, and letter of approval. While there are similarities between these documents, they serve different purposes and must be used in different circumstances.

Project management document	Difference with SOW
Contract - According to the PMBOK a project charter is “a mutually binding agreement that obligates the seller to provide the specified product or service or result and obligates the buyer to pay for it.”	<p>The SOW usually doesn't replace a contract but complements it. The contract must mention the SOW as the document that describes in detail the work that will be performed. <u>Other aspects of the agreement such as pricing, payment terms, payment schedules, and special clauses are usually described in the contract unless one of the following:</u></p> <ol style="list-style-type: none"> 1. The SOW will be used as the contract. If this is the case, the company must make sure the SOW is properly reviewed by the legal department. 2. There is a master contract that will be used for multiple project phases or deliverables. For each phase, there will be a SOW that describes all the details relevant to the phase.
Project charter - According to the	There are two essential differences:

<p>PMBOK a project charter is “a document issued by the project initiator or sponsor that formally authorizes the existence of a project, and provides the project manager with the authority to apply organizational resources to project activities.”</p>	<ol style="list-style-type: none"> 1. The project charter establishes agreement between the sponsors and the project manager/project team. The SOW establishes agreement between the company and a provider. 2. The project charter is an internal document that describes both the internal and external project components. The SOW, on the other hand, is a document that is used to describe only the external project components. When the project doesn't have an external component, companies should only use the project charter to specify the work to be done.
<p>Request for Proposal (RFP) - The RFP states the project requirements in a way that third parties can propose how they will accomplish the tasks and satisfy the requirements of the project.</p>	<p>The RFP is usually utilized prior to the SOW. The RFP is used to solicit proposals from prospective providers. Once the enterprise selects a single provider, a formal SOW is issued to establish agreement between the enterprise and the vendor on exactly what work will be performed.</p>
<p>Letter of Agreement (LOA) - Also known as a letter of understanding, memorandum of understanding, or a scope of work agreement, a LOA is a brief document that summarizes basic items of agreement between the enterprise and an external provider. In comparison with a SOW, a LOA is much briefer, making it faster and easier to draft.</p>	<p>The LOA replaces the SOW in the following situations:</p> <ol style="list-style-type: none"> 1. Small engagements where a full SOW and contract would be overkill. 2. Projects where work must begin so quickly that there is no time to draft a contract. 3. As a pre-contract where project details or the suitability of an external provider are not yet known and committing to a full contract would be premature or unwise. 4. Work agreements or schedules where a master contract has already been signed and the external provider is continuously re-engaged for short, iterative assignments.

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Background

Provide some background and relevant history that explains what initiated this project.

Source(s) of information: Business case.

Project Objectives

Describe the business drivers and state the high level goals for this project. Identify dependencies and constraints (e.g. the project must go live by a specific date because a new legislation will be in effect).

Source(s) of information: Business case.

Scope

This section sets the boundaries for the project and describes exactly the products and services that are under contract. Be specific in the scope definition. Make sure that each requirement definition meets the SMART rule: must be specific, measurable, achievable, realistic, and time oriented. If required, embed any product specifications documents in this section.

Source(s) of information: Business requirements, WBS, project plan.

Included

Use this sub-section to clearly define what the project will do. Be specific and include all the necessary details to provide a complete and unambiguous description of the project scope.

Requirement	Agreed Solution

Excluded

Use this sub-section to clearly define what is out of the scope of this project.

Deliverables

List here all the major deliverables and tangible outcomes of the project. These usually correspond to the major project activities described in the WBS. For each deliverable, establish concrete acceptance criteria, identify the person responsible for accepting the deliverable, and include the delivery date agreed upon with the provider.

Source(s) of information: WBS, project plan.

Deliverable	Responsible	Acceptance Criteria	Due Date	Approver

Major Milestones

List here key project milestones, task owner, and target dates agreed upon with the provider.

Source(s) of information: WBS, project plan.

Milestone	Responsible	Target Begin Date	Target End Date

Company Commitments

Describe in this section the tasks (e.g. user testing), resources (e.g. people, computers, offices), and deliverables (e.g. sample data) that the company has agreed to deliver to the provider for a successful project execution.

Source(s) of information: WBS, project plan, project charter.

Commitment	Responsible	Target Begin Date	Target End Date

Change Control

As the project progresses it may be necessary to amend the SOW. Explain in this section the change control process that any SOW changes must follow to be either approved or rejected. Changes must be acknowledged and signed by all stakeholders in the SOW distribution list.

Source(s) of information: change management plan.

Project Reporting and Communication

Describe the communication approach that will be used between the company and the provider during the duration of the project. This includes:

- *Communication method (e.g. status reports, steering committee meetings, reviews).*
- *Communication frequency (e.g. weekly, monthly).*
- *Mechanisms for problem resolution and issue escalation.*

Source(s) of information: communications plan.

Roles and Responsibilities

Describe the roles and responsibilities that are relevant to the portion of the project that will be delivered by the provider.

Source(s) of information: staffing plan.

Role	Name	Organization	Responsibilities	Time to the Project

Exhibit B

Oracle License Definitions and Rules

1. Agreement

This order incorporates by reference the terms of the agreement specified below between you and Oracle America, Inc. hereinafter "Oracle", and all amendments and addenda thereto (the "agreement"). The defined terms in the agreement shall have the same meaning in this order unless otherwise specified herein.

Agreement: {enter "Oracle Master Agreement" or "Oracle License and Services Agreement"}

Agreement Name: {insert agreement name}

2. Modifications to the Master Agreement

To fully understand your license grant, you need to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below. You agree that the following terms apply to the products which are identified above and which you have ordered.

\$M Annual Transaction Volume: is defined as one million U.S. Dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by you and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (<https://support.oracle.com>). For new or unsupported customers, please contact your Oracle Account Manager for this information.

\$M in Application Annual Revenue: is defined as one million U.S. Dollars excluding taxes processed through the licensed program. For Oracle Self-Service E-Billing products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing and JD Edwards Supplier Self Service programs, use by your external suppliers is included with your application user licenses.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the application program for which you have also acquired non read-only licenses, regardless of whether the individual is actively using the programs at any given time.

Brand: is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the program (measured explicitly in the program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless you acquire additional CRF Page licenses from Oracle.

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. For the purposes of counting and licensing the number of Beehive Synchronous Collaboration users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer. For the purposes of Computer licenses for the Oracle Health Science Integration Engine program, a communication point is an interface to an input system (e.g., a clinical laboratory system in a hospital or healthcare setting) or to an output system (e.g., a healthcare data repository).

Concurrent User: is defined as each individual that may concurrently use or access the programs. Concurrent Users shall be only customers or prospective customers of yours, and shall not be business partners, or employees of yours.

Connected Instance: is defined as the configuration between Oracle Policy Automation Connector for Oracle CRM On Demand and the Oracle CRM On Demand instance's web service endpoint. For each Oracle CRM On Demand instance so configured, an additional Connected Instance is required.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

\$M Cost of Goods Sold: is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

Custom Suite User: is defined as an individual authorized by you to use the application programs included in the applicable Custom Applications Suite which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time.

Customer: is defined as the customer entity specified on your order. The programs may not be used or accessed for the business operations of any third party, including but not limited to your customers, partners, or your affiliates. There is no limitation on the number of computers on which such programs may be copied, installed and used.

Customer Account: is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the program, regardless of the number of individual account holders associated with such accounts.

Customer Record: is defined as each unique Customer Record (including contact records, prospect records and records in external data sources) that you may access using the program.

Developer User / Developer/ Developer Seat: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. With respect to Developer Users only, such users may create, modify, view and interact with the programs and documentation.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle program from any source (not manually entered by licensed users) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs.

Employee User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Enterprise Employee: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs. The value of these program licenses is determined by the number of Enterprise Employees. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise Employees as of such date.

Enterprise Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements. The value of these program licenses is determined by the number of Enterprise FTE Students. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise FTE Students as of the effective date of your order. If at any time the number of Enterprise FTE Students exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise FTE Students is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise FTE Students. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise FTE Students as of such date.

Enterprise Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program. The value of these program licenses is determined by the number of Enterprise Trainees. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise Trainees as of such date.

Enterprise \$M in Cost of Goods Sold: Enterprise \$M Cost of Goods Sold is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue. The value of these program licenses is determined by the amount of Enterprise \$M Cost of Goods Sold. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M Cost of Goods Sold as of the effective date of your order. If at any time the amount of Enterprise \$M Cost of Goods Sold exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Cost of Goods Sold. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise \$M Cost of Goods Sold as of such date.

Enterprise \$M in Freight Under Management: \$M Freight Under Management is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid).

The value of these program licenses is determined by the amount of Enterprise \$M Freight Under Management. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M Freight Under Management as of the effective date of your order. If at any time the amount of Enterprise \$M Freight Under Management exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Freight Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Freight Under Management. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise \$M Freight Under Management as of such date.

Enterprise \$M in Operating Budget: is defined as one million U.S. Dollars of your gross budget reflected in an audited statement from your external accounting firm. The value of these program licenses is determined by the amount of Enterprise \$M in Operating Budget. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Operating Budget as of the effective date of your order. If at any time the amount of Enterprise \$M in Operating Budget exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M in Operating Budget. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise \$M in Operating Budget as of such date.

Enterprise \$M in Revenue: Enterprise \$M in Revenue is defined as one million U.S. Dollars in all income (interest income and non-interest income) before adjustments for expenses and taxes generated by you during a fiscal year. The value of these program licenses is determined by the amount of Enterprise \$M in Revenue. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Revenue as of the effective date of your order. If at any time the amount of Enterprise \$M in Revenue exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M in Revenue is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M in Revenue. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise \$M in Revenue as of such date.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

Faculty User: is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the programs for academic and non-commercial use.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by you, including the dispatchers, to the field using the programs.

\$M Freight Under Management: is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

Guest Room: is defined as the number of guest rooms managed by the program.

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Invoice Line: is defined as the total number of invoice line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from Oracle.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at <http://www.oracle.com/education> under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time you order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when you order the relevant product or service. The list price will be reduced by applying the discount specified to you by Oracle. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning credits are valid for a period of 12 months from the date your order is accepted by Oracle, and you must acquire products and must use any acquired services prior to the end of such period. You may only use learning credits in the country in which you acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

\$M in Managed Assets: is defined as one million U.S. Dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

Managed Resource: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers, regardless of whether the individual is actively using the programs at any given time. In addition, your employees, contractors, partners and any other individual or entity managed by the programs shall be counted for the purposes of determining the number of Managed Resource licenses required.

Member Record: is defined as each unique customer loyalty program Member Record managed by the program. 100K Member Records shall mean one hundred thousand Member Records.

Module: is defined as each production database running the programs.

Monitored User: is defined as an individual who is monitored by an Analytics program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics program, every user of your licensed CRM Sales application program must be licensed. For the purposes of the Human Resources Compensation Analytics program, all of your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / programs) users (individuals) that the program monitors.

Named User Plus / Named User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non-human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Data Masking Pack for Non-Oracle Databases and Test Data Management Pack for Non-Oracle Databases, only the users of the program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database and Load Testing Suite for Oracle Applications, each emulated human user and non-human operated device shall be considered as a virtual user and shall be counted for the purpose of determining the number of Named User Plus licenses required.

For the purposes of the following programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Real User Experience Insight and Application Replay Pack, all users of the respective managed application program must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate, only (a) the users of the Oracle database from which you capture data and (b) the users of the Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which you capture data and (b) the users of the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Non Oracle Database only (a) the users of the Non Oracle database from which you capture data and (b) the users of the Non Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Data Integrator Enterprise Edition and Data Integrator Enterprise Edition for Oracle Applications, only the users that are running or accessing the data transformation processes must be counted for determining the number of licenses required.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Oracle Financing Contract: is a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under your order.

Order Line: is defined as the total number of order entry line items processed by the program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless you acquire additional Order

Line licenses from Oracle.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Physical Server: is defined as each physical server on which the programs are installed.

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name (with the exception of Java SE Support, Java SE Advanced, and Java SE Suite), a

processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following program: Healthcare Transaction Base, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Grid Engine, Data Masking Pack for Non-Oracle Databases and Test Data Management Pack for Non-Oracle Databases, only the processors on which the program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Replay Pack and Real User Experience Insight, all processors on which the middleware software that supports the respective managed application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Informatica PowerCenter and PowerConnect Adapters, and Application Adapter for Warehouse Builder for PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator and Application Adapter for Data Integration and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purpose of determining the number of licenses required. For the purposes of the following program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate, only (a) the processors running the Oracle database from which you capture data and (b) the processors running the Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the processors running the database from which you capture data and (b) the

processors running the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Non Oracle Database, only (a) the processors running the non Oracle database from which you capture data and (b) the processors running the non Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate Application Adapters, only the processors running the source Oracle or non Oracle database(s) from which you capture data must be counted for the purpose of determining the number of licenses required.

For multiple source databases, all processors for all sources must be counted.

For the purposes of the following program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the program is running for indexing content in configured content sources as long as the foregoing is the only use of the program on all the processors installed in a given server.

\$M in Revenue: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year.

\$M Revenue Under Management: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year for the product lines for which the programs are used.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub program a record is defined as the total number of unique case database records stored in the Case Hub program. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For the purposes of the Site Hub program a record is defined as the total number of unique site database records stored in the RRS_SITES_B table of the Site Hub program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub program.

For the programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts> for the grant and restrictions of the underlying Oracle technology.

For the purposes of the Hyperion Data Relationship Management program, a record is defined as the unique occurrence of any business object or master data construct that you choose to manage within the program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

For the purposes of the Supplier Lifecycle Management and Supplier Hub programs, a record is defined as a unique business entity or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub programs. For the purposes of the Life Sciences Customer Hub program, a record is defined as the number of unique customer database records stored in such program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer Hub program.

Registered User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. Registered Users shall be business partners and/or customers and shall not be your employees.

500,000 Requests Per Day: is defined as five hundred thousand requests from midnight to the next midnight (e.g., a day). For the purposes of the following program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Servlet Pipeline made by web browsers or via web service calls, including, but not limited to: JSP page requests; Ajax requests; REST service requests; SOAP service requests; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Endeca Experience Manager, requests at the Assembler and Presentation API, including but not limited to: any page request for Experience Manager; any single submitted query for the Search Engine (text box queries, selection or changes in facet selection); page requests by an application (e.g. ATG Web Commerce); direct requests from web browsers; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: WebCenter Sites for Oracle ATG Web Commerce, requests to the WebCenter Sites or Webcenter Sites Satellite Server programs for page or page fragments, JSP page requests, REST service requests, SOAP service requests or web service calls by browsers or external application must be counted for the purpose of determining the number of licenses required.

Retail Register: is defined as any device designed to record any part of a sales transaction.

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Service Order Line: is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless you acquire additional Service Order Line licenses from Oracle.

1,000 Sites: is defined as one thousand unique sites added to Multi-Site Quotes created during a 12 month period. Sites added to Multi-Site Quotes are listed as records in the Site Characteristics View and the Billing Group View of a Multi-Site Quote. A Site record is uniquely defined by its Service Account and Service Point fields. A single Site (as defined by its Service Account and Service Point fields Site) that is added to multiple Multi-Site Quotes created during a 12-month period shall be only counted once.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. \$1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan. For cloud based backups, Oracle counts each parallel stream or Recovery Manager (RMAN) channel as equivalent to a tape drive.

Technical Reference Manuals

Technical Reference Manuals ("TRMs") are Oracle's confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as you exercise to safeguard the confidentiality of your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to you "as-is" without any warranty of any kind. Upon termination, you shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Technical Support

For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>. Technical support is effective upon the effective date of the ordering document unless

otherwise stated in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first and second renewal years the fee for SULS, will not increase by more than 4% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

Telephone Number: is defined as each unique telephone number for which the billing information is managed or displayed using the program, regardless of the number of individual account holders associated with such telephone numbers.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

\$B in Total Assets: is defined as one billion U.S. dollars of your latest published or internally available "Total Asset Value" as disclosed in your annual report and/or regulatory filings.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program.

1K Transactions: is defined as one thousand unique transactions processed through the program during a 12 month period. You may not exceed the licensed number of transactions during a 12 month period unless you acquire additional transaction licenses from Oracle. For Oracle Contact Center Anywhere, a unique transaction is defined as one of the following: inbound phone call, outbound phone call (direct dialed, preview dialed, predictive dialed, web call back), workgroup fax, workgroup email/voice mail, and chat session (inbound sessions / web collaboration with agents). For JD Edwards World Purchase Card Management, a unique transaction is defined as a single charge processed by the program.

UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Module: is defined as the functional software component described in the product documentation

Wireless handset: is defined as a mobile communications device such as a mobile telephone, PDA, or paging device, that has as primary functions wireless voice communications and data services provided through a service provider.

Workstation: is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

Term Designation

If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

1 Year Subscription: A program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate.

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, your license for the programs listed on the US Oracle Technology Price List, which may be accessed at <http://www.oracle.com/corporate/pricing/pricelists.html>, includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). **The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover.** Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle program binary files are copied or synchronized.

You are responsible for ensuring that the following restrictions are not violated:

- ☐ Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Oracle Database Standard Edition, when used with Oracle Real Application Clusters, may only be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- ☐ Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- ☐ WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- ☐ Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets.

The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.

- ☐ Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications

programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.

□ With respect to the Java SE Advanced and Java SE Suite programs, you may not create, modify, or change the behavior of, or authorize your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at <http://oracle.com/contracts>. Additional copyright notices and license terms applicable to portions of the programs are set forth at <http://oracle.com/contracts>.

□ Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera. For those prefixes designated above with a "*" not all programs with that prefix are eligible for use with the "for Oracle Applications" limited use programs. For a list of excluded programs please review the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>. Notwithstanding anything above, Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics programs. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the following programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

□ Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and, other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.

□ Oracle Business Intelligence Foundation for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Foundation Suite); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Foundation Suite); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle

Applications.

- Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.
- Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.
- Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.
- Oracle WebCenter Portal for Oracle Applications may be used only to surface eligible Oracle Application(s) and custom applications (collectively, "eligible applications"). Surfacing any third-party applications, including other applications from Oracle, requires a license for Oracle WebCenter Portal. Multiple eligible applications may be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter services (e.g., wikis, blogs, and discussions) into an application context, as well as to build out custom workflows and notifications between the eligible application and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Oracle Applications program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.
- Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify pre-packaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's) from Oracle Application workflows. A license for WebCenter Imaging for Oracle Applications is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, to develop custom workflows, and to invoke APIs from custom workflows or custom application integrations.
- Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications
- Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.
- Hyperion Data Integration Management, Hyperion Data Integration Management Team Based Development, and the Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel are licensed by Computer. Each Computer license is limited to support the use of up to 8 CPUs and each Computer license must be licensed in increments of 8 CPUs. Each core is recognized as a CPU. For computers that have more than 8 CPUs, additional Computer licenses must be purchased based upon the amount of CPUs that you are using. For example, if you are using Hyperion Data Integration Management on 12 CPUs, you need to purchase 2 Computer licenses; if you

are using Hyperion Data Integration Management on 17 CPUs, you need to purchase 3 Computer licenses. These programs may be used solely in connection with moving data into and out of a Hyperion Data Store(s) (data/metadata repository(ies) delivered with the Hyperion programs). These programs may not be used to extract data from a non-Hyperion Data Store(s) to load a custom data warehouse (a data warehouse not built solely from data from a Hyperion Data Store(s)). The Hyperion Data Integration Management Computer license allows for such program to 1) connect to the following relational databases only: Oracle, Sybase, IBM DB2, MS SQL Server and 2) source from and write to an unlimited number of flat file/XML files. Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel must be licensed separately to allow Hyperion Data Integration Management to connect to these additional sources.

□ The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.

□ The license for the Hyperion Planning Plus program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs may only be used to access data from the Hyperion Planning Plus program. The Oracle Data Integrator – Target Database program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.

□ The license for the Hyperion Profitability and Cost Management program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Profitability and Cost Management program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.

If you purchase Named User Plus licenses for the programs listed below, you must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Times Ten In-Memory Database	25 Named Users Plus per Processor
Cloud File System	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
Data Integrator Enterprise Edition	25 Named Users Plus per Processor
GoldenGate	25 Named Users Plus per Processor
GoldenGate for Non Oracle Database	25 Named Users Plus per Processor
GoldenGate Veridata	25 Named Users Plus per Processor
GoldenGate for Teradata Replication Services	25 Named Users Plus per Processor
Java SE Advanced	10 Named Users Plus per Processor
Java SE Suite	10 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
Web Tier	10 Named Users Plus per Processor
Coherence Standard Edition	10 Named Users Plus per Processor
Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
GlassFish Server	10 Named Users Plus per Processor

Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
Enterprise Gateway	10 Named Users Plus per Processor
BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Unified Business Process Management Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Event-Driven Architecture Suite	10 Named Users Plus per Processor
Business Intelligence Standard Edition	10 Named Users Plus per Processor
B2B for RosettaNet	10 Named Users Plus per Processor
B2B for EDI	10 Named Users Plus per Processor
Healthcare Adapter	10 Named Users Plus per Processor
B2B for ebXML	10 Named Users Plus per Processor
WebCenter Suite	10 Named Users Plus per Processor
WebCenter Services	10 Named Users Plus per Processor
Universal Content Management Standard Edition	10 Named Users Plus per Processor
Universal Content Management	10 Named Users Plus per Processor
Imaging and Process Management	10 Named Users Plus per Processor
Content Conversion Server	10 Named Users Plus per Processor
Distributed Document Capture	10 Named Users Plus per Processor
Directory Services Plus	10 Named Users Plus per Processor
WebCenter Real-Time Collaboration	10 Named Users Plus per Processor
WebCenter Intelligent Collaboration	10 Named Users Plus per Processor
On Track Communication Standard Edition	10 Named Users Plus per Processor
On Track Communication Enterprise Edition	10 Named Users Plus per Processor
Enterprise Gateway for Access Management	10 Named Users Plus per Processor
Beehive Enterprise Messaging Server	10 Named Users Plus per Processor
Beehive Enterprise Collaboration Server	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the program is installed on a one-processor machine that allows for a maximum of one user per program.

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus

If licensing by Named User Plus, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed; in that case the number of cores used to determine the number of licensed processors for the programs listed below in column A must match the number of cores used to determine the number of licensed processors of the associated program listed in Column B. Associated programs are those programs being used in conjunction with the program in Column A.

Column A	Column B
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RDB Server Options*- TRACE	Rdb Enterprise Edition, CODASYL DBMS
WebLogic Suite Options**- BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Business Process Management Suite	WebLogic Suite
Application Server Enterprise Management**- WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition, Cloud Management Pack for Oracle Fusion Middleware	Associated application server program being managed by the program in Column A.
Management Pack for Oracle Coherence**	Coherence Enterprise Edition, Coherence Grid Edition
Management Pack for Oracle GoldenGate*	GoldenGate, GoldenGate for Non Oracle Database, GoldenGate for Mainframe
Business Intelligence Server Enterprise Edition Options- Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing	Business Intelligence Server Enterprise Edition
Business Intelligence Suite Enterprise Edition Plus Option- Business Intelligence Management Pack	Business Intelligence Suite Enterprise Edition Plus
Beehive Platform Options- Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail	Beehive Platform
Hyperion Financial Data Quality Management Options- Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management Adaptor Suite	Hyperion Financial Data Quality Management for Hyperion Enterprise
Hyperion Data Integration Management Options- Hyperion Data Integration Management Source Adapter, Hyperion Data	Hyperion Data Integration Management

*If licensing by Named User Plus you must maintain, at a minimum, 25 Named Users Plus per Processor per associated program.

** If licensing by Named User Plus you must maintain, at a minimum, 10 Named Users Plus per Processor per associated program.

Licensing Rules for ATG Applications

☐ You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at [C](#).

☐ The Oracle ATG Web Commerce Business Intelligence program and the Oracle ATG Web Commerce Business Intelligence Administrator program may only be used in conjunction with either the Oracle ATG Web Commerce program and/or the Oracle ATG Web Knowledge Manager program. You may, however, expand your data model to include other information provided the additional information supplements information is already included in the Oracle ATG Web Commerce program or in the Oracle ATG Knowledge

Manager program.

□ The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

Licensing Rules for JD Edwards Applications

□ You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.

□ The programs also include GNU libgmp library; copyright 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained in the programs. The programs may also contain other third party products.

□ Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at <http://oracle.com/contracts> for additional information.

□ The Foundation program contains the development foundation environment/toolkit. You understand and acknowledge that any software program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE

□ The Oracle Technology Foundation for JD Edwards EnterpriseOne and the Oracle Technology Foundation for JD Edwards EnterpriseOne Upgrade programs each include a limited use license for Oracle Database Standard Edition. The database may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. The database may be installed on an unlimited number of processors. If you require features and functions beyond those included with the Oracle Database Standard Edition, or if you require use of Oracle Database beyond your JD Edwards EnterpriseOne implementation, you may purchase a non-limited use license by contracting directly with Oracle or one of its authorized distributors.

The license for each of these programs also includes a limited use license for the following components of Oracle Fusion Middleware:

Oracle Application Server Standard Edition or Oracle WebLogic Server Standard Edition (either of these products may be used, but both products cannot be used for the same function); Oracle JRockit JVM; Oracle Application Server Portal; Oracle WebCenter Services; Oracle BPEL Process Manager; Oracle Business Activity Monitoring; Oracle Application Server Single Sign-On; Oracle Access Manager Basic; Oracle Application Server Web Cache; and Oracle Business Intelligence Publisher. These components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. These components may be installed on an unlimited number of processors. If you require use of these components beyond your JD Edwards EnterpriseOne implementation you may purchase a non-limited use license for any of the Oracle components by contracting directly with Oracle or one of its authorized distributors.

For the purpose of using Oracle Business Intelligence Publisher, Oracle will include a limited use license of Business Intelligence Publisher for use with JD Edwards EnterpriseOne programs. Any use of Business Intelligence Publisher outside of a JD Edwards EnterpriseOne program, such as with a your own "custom" applications as well as with other Oracle applications (including but not limited to Siebel Applications, PeopleSoft Applications, and/or Oracle

Applications) will require a full use license of Business Intelligence Publisher. Business Intelligence Publisher may be installed on an unlimited number of processors.

The development tools included with these programs may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE JD EDWARDS ENTERPRISE ONE PROGRAM WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

□ The Technology Foundation and Technology Foundation Upgrade programs each include the following “IBM Components”: IBM DB2 Universal Database, IBM WebSphere Application Server and IBM WebSphere Portal (as contained in Collaborative Portal). IBM Components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. You may obtain a general license for any of the IBM Components by contracting directly with IBM or one of its authorized distributors. The development tools included in this program may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

Licensing Rules for Oracle E-Business Suite Applications

□ You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.

□ The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.

□ The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.

□ The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.

□ The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.

□ The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.

□ The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

□ The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

□ The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

□ The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

☐ The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

☐ The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

Licensing Rules for PeopleSoft Applications

☐ You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.

☐ Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at <http://oracle.com/contracts> for additional information.

☐ The programs listed below include a license to use Business Analysis Modeler – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order. Integrated FieldService, Marketing, Mobile Sales, Online Marketing, Order Capture, Order Capture Self Service, Sales, Support for Customer Self Service

☐ Your use of the Campus Self Service program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at <http://oracle.com/contracts>.

☐ PeopleTools - Enterprise Development shall be used solely to develop applications for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this program for the purpose of developing applications.

☐ Each PeopleTools - Enterprise Development Starter Kit program shall be used solely by 5 application users to develop applications containing no more than a total of 20 components (as defined in the program documentation) for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this program for the purpose of developing applications.

☐ You may use PeopleTools – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order

☐ The Process Modeler Client program may only be used with PeopleSoft Enterprise or JD Edwards EnterpriseOne programs you have licensed from Oracle. You shall not use this program with any other software.

☐ The license for the Student Administration program includes a limited use license for the Human Resources, Benefits Administration and the Payroll for North America programs. Such limited use license means that the Human Resources, Benefits Administration and the Payroll for North America Software modules shall only be used in order to access the features and functions of the Student Administration program. Your use of the Student Administration program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at <http://oracle.com/contracts>.

Licensing Rules for Primavera Applications

☐ You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.

☐ For the purposes of the following Primavera programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, you acknowledge that you have both read and understand the limited Software Update

License & Support services that are available for these programs, as described in Oracle's Technical Support Policies.

☐ For purposes of the Primavera SureTrak and Primavera P3 Project Planner programs, you acknowledge that the agreement delivered to you with these programs, and not the end user license agreement contained in the product installation, governs the end user's use of these programs

☐ For the purposes of the Primavera Web Services program, developers and end users who are not already licensed for Primavera P6 Enterprise Project Portfolio Management and who need access to applications created using P6 Web Services and/or P6 Java APIs, must be licensed for the Primavera Web Services program.

☐ For the purposes of the following programs: Primavera P6 Enterprise Project Portfolio Management and Primavera P6 Enterprise Project Portfolio Management Web Services, developers and/or users (i) who are not already licensed for the Primavera P6 Enterprise Project Portfolio Management program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera P6 Enterprise Project Portfolio Management Web Services program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.

☐ For the purposes of the following programs: Primavera Contract Management Web Services and Primavera Contract Management, developers and/or users (i) who are not already licensed for the Primavera Contract Management program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera Contract Management Web Services program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.

Licensing Rules for Siebel Applications

☐ You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.

☐ For the Siebel Branch Teller Services program, Siebel Internet Banking Services program, Siebel Retail Finance Foundation Services program and the Siebel Financial Transactions Workbench program, you may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the program documentation, all in accordance with the program documentation, and provided that such materials or modified materials shall be used solely with your licensed use of such programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the programs, ancillary programs, program documentation, or any other materials provided by Oracle, or to permit third parties to do so.

☐ The Siebel Details Program includes a license for 20 Concurrent Users that authorizes you to use the program on only one Computer for a maximum of 20 Concurrent Users at any given time.

☐ The Siebel Marketing Server program is licensed on a Computer basis together with the number of unique Customer Records that you may access using the program.

☐ The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that you may access using the program together with the number of Brands that you may manage using the program.

☐ The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users.

☐ The users or processors of the Siebel Web Channel program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the programs that is defined in the Siebel Tools program.

□ The Siebel Data Quality License may only be used with Oracle Master Data Management or Oracle CRM deployments.

Licensing Rules for Programs Licensed per UPK Module

□ Oracle grants to you a non-exclusive, nontransferable license for your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying programs for your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying programs for your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that you have a valid license for the underlying program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by you using the UPK content contains valuable proprietary information.

Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by you solely for your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to you concerning your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by you as those contained in this agreement. Application and Employee User(s) of UPK programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.