



Commonwealth of Virginia
Virginia Information Technologies Agency

ORACLE SOFTWARE LICENSES & SUPPORT SERVICES

Date: August 11, 2015

Contract #: VA-100830-MYTH

Authorized Users: All Public Bodies as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*.

Contractor: Mythics, Inc.
1439 N. Great Neck Road
Virginia Beach, VA 23454

Contact Person: Sean McKenzie
Voice: 757-233-8077
Fax: 757-412-1060
Email: smckenzie@mythics.com

FIN: 54-1987871

Term: August 30, 2015 – August 29, 2016

Delivery Terms: FOB Destination

Payment Terms: Net 30

For Additional Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Jimmy MacKenzie
Strategic Sourcing Specialist
Phone: 804-416-6247
E-Mail: james.mackenzie@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

Nelson P. Moe
Chief Information Officer
Email: cio@vita.virginia.gov

August 11, 2015

Daniel Wasson
Mythics Inc.
1439 N Great Neck Road
Suite 201
Virginia Beach Virginia 23454

Mr. Wasson,

Per Section 3.A. ("Term and Termination") of contract VA-100830-MYTH, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from August 30, 2015 through August 29, 2016 Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

**MODIFICATION # 2
TO
CONTRACT NUMBER VA-100830-MYTH
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MYTHICS, INC.**

This MODIFICATION # 2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Mythics, Inc., hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-100830-MYTH (the Agreement).

The purpose of this Modification is to document both parties' agreement to modify the Contract as follows:

Services Added: Oracle University Training

Ref. "Education Services Agreement". See attached document.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-100830-MYTH and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MYTHICS, INC.

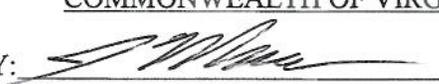
BY: 

NAME: Dale E. Darr

TITLE: Vice President, Contracts

DATE: 3/17/2015

COMMONWEALTH OF VIRGINIA

BY: 

NAME: James MacKenzie

TITLE: Strategic Sourcing Specialist

DATE: 03/17/2015



Education Services Agreement

This agreement sets forth terms and conditions between you and Mythics, Inc. regarding the purchase of Oracle Education Services, Learning Credits or Programs.

A. All purchases of training services and products are non-refundable. All fees payable to Mythics are due within thirty (30) days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Mythics must pay based on the programs and/or services you ordered, except for taxes based on Mythics income. If your organization is tax exempt, please provide Mythics with a copy of you tax exemption form with your order.

B. Oracle Class Cancellation/Reschedule Policy is set forth at: <http://www.oracle.com/us/education/termspolicies060112-1587247.html>. Regarding any provisions related to governing law, if there are any inconsistencies between the terms and conditions of the VITA contract and any other agreement incorporated herein by reference, the terms and conditions of the VITA contract shall prevail.

C. You and Mythics agree that the terms and pricing of this agreement and accompanying quotation may not be disclosed without the other's prior written consent unless required by applicable law.

D. You agree that this Quotation and Education Services Agreement is the complete agreement for the Services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. This agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Mythics.

E. Any third party firms retained by you to provide computer consulting services are independent of Oracle and are not Oracle's agents and oracle is not liable nor bound by any acts of any such third party firm. Oracle is not required to perform any obligations or incur any liabilities not expressly agreed to in this agreement between you and Mythics. Oracle shall not be required to perform any obligations or incur any liability not expressly set forth herein.

F. You agree that you have not relied on the future availability of any software programs or updates in entering into this agreement and that Oracle is a third party beneficiary of this agreement.

G. The Uniform Computer Information Transactions Act shall not apply to this agreement.



COMMONWEALTH of VIRGINIA

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

August 11, 2014

Mr. Travis Moretti
Mythics Inc.

Mr. Moretti,

Per Section 2 ("Term and Termination") of contract VA-100830-MYTH, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from August 30, 2014 through August 29, 2015. Should you have any questions, please feel free to contact me.

Respectfully,
Jimmy Mackenzie
Strategic Sourcing Specialist
Virginia Information Technologies Agency
(804) 416-6247

MODIFICATION #1
TO
VITA CONTRACT NUMBER VA-100830-MYTH
BETWEEN
THE VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
MYTHICS, INC.

This MODIFICATION (Amendment) #1 is an agreement between the Virginia Information Technologies Agency (VITA), herein referred to as "State" or "Commonwealth" or "VITA", and Mythics, Inc., hereinafter referred to as "Contractor" or "Mythics" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made part of Contract VA-100830-MYTH, as revised.

The purpose of this Modification #1 is to add language to the Agreement.

The parties agree to the following:

- The following clause is added to Exhibit C, Section 2, entitled **Term and Termination**:

2.D. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations, at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order, in whole or in part, or an Authorized User may terminate its order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

- The following clauses are added to Exhibit C, Section 6, entitled **General Provisions**:

6.A.1 Authorized User

"Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/Our-Colleges/Profiles.aspx>."

6.A.2 Authorized User License

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution, the license shall be held by that private institution.

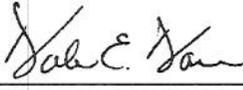
The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-100830-MYTH and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT. ELECTRONIC SIGNATURES WILL BE CONSIDERED AS ORIGINAL SIGNATURES.

MYTHICS, INC.

VIRGINIA INFORMATION

TECHNOLOGIES AGENCY

BY: 

BY: 

NAME: Dale E. Darr

NAME: Doug Ovenshaw

TITLE: Vice President

TITLE: Strategic Sourcing Manager, VITA

DATE: 16 June 2014

DATE: 6/25/14



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

July 1, 2013

Sean McKenzie
Mythics Inc.

Per Section 3.A. ("Term and Termination") of contract VA-100830-MYTH, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from August 30, 2013 through August 29, 2014. Should you have any questions, please feel free

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160



SOFTWARE LICENSE AND SERVICES RESALE CONTRACT

BETWEEN

**THE VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA**

AND

MYTHICS, INC.

**Exhibit A
Product Discounts**

**RFP 2010-27
Oracle Software and Maintenance**

Supplier: Mythics, Inc.

Delivery Terms (If Applicable): F.O.B. Destination

Product Category	Spend (Per order)	Gov't Discount % <i>(Off Oracle Store Price List)</i>	Academic Discount % <i>(Off Oracle Store Price List)</i>
Database Products	\$0-\$100,000	42.90%	42.90%
	\$100,001- \$250,000	43.20%	43.20%
	\$250,001- \$375,000	43.30%	43.30%
	\$375,001- \$500,000	43.35%	43.35%
	\$500,001- Plus	43.35%	43.35%
Application Products	\$0-\$100,000	37.75%	37.75%
	\$100,001- \$250,000	38.00%	38.00%
	\$250,001- \$375,000	38.00%	38.00%
	\$375,001- \$500,000	38.25%	38.25%
	\$500,001- Plus	38.25%	38.25%
Maintenance	\$0-\$100,000	equals license discount	equals license discount
	\$100,001- \$250,000	equals license discount	equals license discount
	\$250,001- \$375,000	equals license discount	equals license discount
	\$375,001- \$500,000	equals license discount	equals license discount
	\$500,001- Plus	equals license discount	equals license discount

Due to the different discount offerings between Database and Applications products, we cannot put a specific discount in the Maintenance section. Maintenance for the first year is calculated at 22% of the discounted license price. Therefore, the discount for support is equal to the license discount for which the support is purchased.

Maintenance, on products purchased off this contract, for years 2 through 5 will not increase by more than 4% from prior year's fees.

Exhibit B

Oracle-VITA Software License and Services Agreement

**AMENDMENT TWO
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY AND ORACLE AMERICA, INC.**

This document ("Amendment Two") amends the Software License and Services Agreement between the Virginia Information Technologies Agency ("you") and Oracle America, Inc. ("Oracle"), dated April 30, 2009, as amended ("Agreement"). The Agreement is also referred to as VITA Contract VA-090506-OC and the Oracle Contract US-MASTER-11362414-30-APR-09. You and Oracle agree to amend the Agreement as follows:

The parties hereby agree that, as of February 15, 2010, Oracle America, Inc. become the successor in interest to Oracle USA, Inc. Therefore, all references in the Agreement to "Oracle USA, Inc." shall now be references to "Oracle America, Inc." Oracle America, Inc.'s federal tax identification number is: 94-2805249.

The foregoing is the complete and final expression of the parties' amendment of the Agreement and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

The effective date of this Amendment One is the later date set forth with the signatures below.

ORACLE AMERICA, INC.

BY: Brenda Peak

NAME: Brenda Peak

TITLE: Contracts Mgr

DATE: July 19, 2010

VIRGINIA INFORMATION
TECHNOLOGIES AGENCY

BY: Dary Crenshaw

NAME: Dary Crenshaw

TITLE: VITA Strategic Services mgr

DATE: 7/23/10

**AMENDMENT ONE
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY AND ORACLE USA, INC.**

This document ("Amendment One") amends the Software License and Services Agreement between the Virginia Information Technologies Agency ("you"; "your") and Oracle USA, Inc. ("Oracle"), dated April 30, 2009 ("Agreement"). You and Oracle agree to amend the Agreement as follows:

1. Insert the following as a new paragraph 10 in **Section O (Other)**:

"The parties agree that authorized Oracle resellers and distributors (hereinafter jointly referred to as "Resellers") may reference the Agreement for the purposes of: (i) responding to an Authorized Contract User's Request for Proposal, Invitation to Bid or similar competitive solicitation and (ii) selling Programs or Services to Authorized Contract Users. The parties further agree that whenever a Reseller references the Agreement, the Reseller shall be (in particular, but without limitation) solely liable for the reporting and fee obligations set forth in Section P, paragraphs 1, 2, and 3 for any orders it places or accepts under the Agreement. You understand that the Resellers are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any of the Resellers."

2. Delete the definition of "Learning Credits" from **Section Q (License Definitions and Rules)**.

Except as provided herein, the terms and conditions of the Agreement remain in full force and effect.

The effective date of this Amendment One is the later date set forth with the signatures below.

VIRGINIA INFORMATION TECHNOLOGIES AGENCY

ORACLE USA, INC.

Authorized
Signature: Brenda Messner

Authorized
Signature: Doug Crenshaw

Name: Brenda Messner

Name: Doug Crenshaw

Title: Contracts Manager

Title: VITA Services Manager

Signature Date: Nov 6, 2009

Signature Date: 11/10/09

SOFTWARE LICENSE AND SERVICES AGREEMENT
between
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
and
ORACLE USA, INC.

A. Agreement Definitions

“You” and “your” refers to the individual or entity that has executed this Agreement (“Agreement”) and ordered Programs and/or Services from Oracle USA, Inc. (“Oracle”) or an authorized distributor. All Commonwealth of Virginia (“Commonwealth”) departments, institutions, institutions of higher education, agencies, legislative, executive or judicial bodies, offices, authorities, posts, committees, institutions, boards, or political subdivisions created by law to exercise sovereign power or to perform governmental duties of the Commonwealth, cities, counties, towns and political subdivisions (each such entity, an “Authorized Contract User” or “Commonwealth entity”) may also order Programs and Services from Oracle in accordance with the terms and conditions of this Agreement. By placing an order under this Agreement, each Authorized Contract User agrees to be bound by the terms and conditions of the applicable ordering document and this Agreement and, for the purposes of such order, “you” and “your” as used in this Agreement shall be deemed to refer to such Authorized Contract User, unless indicated otherwise herein. Each Authorized Contract Use shall be responsible for its breach(es) of such terms and conditions. “Parties” shall mean you and Oracle.

The term “Ancillary Programs” refers to third party materials as 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 or distributed by Oracle 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 and Term of Agreement

Authorized Contract Users may submit orders to Oracle under this Agreement.

The term of this Agreement will be five (5) years commencing on the effective date. By mutual agreement, the Parties may extend this Agreement for one or more renewal periods of one to five years each; however, the total term may not exceed ten years.

C. Rights Granted

Upon execution of your order by both Oracle and you, you have the non-exclusive, royalty free (except as set forth in Section O(3) below), 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 definitions and rules set forth in the order and the Program documentation. 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 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. If accepted, Oracle will notify you and this notice will include a copy of your Agreement. Program documentation is delivered with the Programs, or you may access the current Program documentation online at <http://oracle.com/contracts>, at the time of your order. 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 consulting services, you will have a perpetual, non-exclusive, non-assignable (except as set forth in Section O(3) below), royalty free license to use for your internal business operations anything developed by Oracle and delivered to you under this Agreement pursuant to your order of consulting services; however, certain consulting services 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 are bid separately from such Program licenses, and you may acquire either Services or such Program licenses without acquiring the other.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the Programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered to you under this Agreement resulting from the Services.

You may make a sufficient number of copies of each Program (other than for Siebel Programs), for your licensed use and one copy of each Program media. With respect to Siebel Programs, you may only make a sufficient number of copies of each such Program to support the maximum number of users of such Program(s).

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.

You may not:

- remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;
- subject to the rights grants for your agents and contractors in Section C above, 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);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs;
- disclose the results of any benchmark tests of the Programs to any third party (except for those agents and contractors authorized by you to use the Programs and the results of the benchmark tests solely for your internal business operations), without Oracle's prior written approval.;

E. 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 after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any Program warranty deficiency within one year after delivery. 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 defective Services. In addition, Oracle warrants that tapes, diskettes or other media ("Media") used in the provision of Programs and Services to you shall be free of defects in materials and workmanship under normal use for 90 days from the date of delivery of such Media to you.

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

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE 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 ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY WITH RESPECT TO DEFECTIVE MEDIA SHALL BE THE REPLACEMENT OF SUCH DEFECTIVE MEDIA, PROVIDED IT IS RETURNED TO ORACLE WITHIN THE APPLICABLE WARRANTY PERIOD AND SUBJECT TO STANDARD SHIPPING AND HANDLING FEES.

As a part of its internal development process, Oracle will use reasonable efforts to test Programs for viruses. Oracle will also maintain a master copy of the appropriate versions of the Programs, free of viruses. If you believe a virus may be present in the delivered Programs, then upon your request, Oracle will provide a master copy for comparison with and correction of your copy of the Programs.

Oracle represents that as of the effective date of this Agreement, unless otherwise disclosed to you in the ordering document or applicable Documentation, the Programs shall not contain any computer software code or routines that are designed with the intent to (i) to permit unauthorized access or use by third parties to the Programs installed on your equipment, (ii) to disable or damage hardware or damage, erase or delay access to software or data installed or to be installed on your equipment, or (iii) to perform any other similar malicious or harmful actions (collectively "Disabling Devices"). If Disabling Devices are present in the Programs, Oracle will not, during the term of this Agreement, use such mechanisms to shut-off or otherwise disable or impair the delivered to you. Oracle represents and warrants that as of the effective date of this Agreement, its current development policy is not to include Disabling Devices in its Programs. For any breach of this provision, your exclusive remedy and Oracle's entire liability, shall be the remedies set forth in the third paragraph of this Section E (Warranties, Disclaimers and Exclusive Remedies) of this Agreement.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. 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 Oracle or an authorized distributor. If you decide not to obtain a license for any Program after the 30 day trial period, you will cease using and will delete any such Programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs. If, when you install the Programs licensed by you under an ordering document, a Program that is not licensed by you is inadvertently loaded and left on a computer, then you will not be charged license fees for such unlicensed Program provided that you have not used (loading alone does not constitute use) the unlicensed Program and that you promptly remove such unlicensed Program when it is discovered.

G. Indemnification

If a third party makes a claim against you that any information, design, specification, instruction, software, data, deliverable, or material ("Material") furnished by Oracle and used by you infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend you against the claim and indemnify you from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if you do the following:

- notify Oracle promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);
- give Oracle sole control of the defense and any settlement negotiations; provided, however, that such settlement (i) will not contain an admission of liability or wrongdoing by any Authorized Contract User; (ii) does include a release of all covered claims pending against all Authorized Contract Users; or (iii) does not impose upon any Authorized Contract User any obligations determined by VITA to be material other than an obligation to stop using any infringing items; such control by Oracle shall be subject to applicable law; and
- give Oracle the information, authority, and assistance it needs to defend against or settle the claim.

If Oracle believes or it is determined that any of the Material may have violated a third party's intellectual property rights, Oracle 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, Oracle may end the license for, and require return of, the applicable Material and refund any fees you may have paid for it and any unused, prepaid technical support fees you have paid for the license. Oracle will not indemnify you if you: alter the Material except as may be expressly provided in the Program documentation or use it outside the scope of use identified in the Program documentation. Oracle will not indemnify you if you use a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to you at no charge. Oracle will not indemnify you to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, deliverable, or material not furnished by Oracle. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any Programs or services not provided by Oracle except where such combinations are expressly specified by Oracle in the Program documentation. 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. This section provides the parties' exclusive remedy for any infringement claims or damages.

H. Technical Support

For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are ordered. The technical support policies, incorporated in this Agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce 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. Thereafter for the third and fourth renewal years the fee for SULS, will not increase by more than 5% 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. A license set consists of (i) all of a Authorized User's licenses of a Program, (ii) licenses of a Program which share the same source code (e.g., Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition; or Application Server Enterprise Edition, Application Server Standard Edition, and Application Server Java Edition), (iii) licenses of a Program which include an option specified on the price list (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), or (iv) licenses of a Program which include a self-service module specified on the price list (e.g., Human Resources and Self-Service Human Resources). Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set. The license set definition and rules apply to each Authorized Contract User individually. If you decide not to purchase technical support, you may not update any unsupported Program licenses with new versions of the Program.

I. End of Agreement

If either of us breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this Agreement. If Oracle 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 Services rendered or Programs ordered and delivered, where delivery is required and/or Services are received under this Agreement, plus related taxes and pre-approved expenses. If Oracle ends the license for a Program under the Indemnification section, you must pay within 30 days all amounts for such license which have accrued prior to such end, as well as all sums remaining unpaid for Services related thereto received under this Agreement plus related taxes and pre-approved expenses. 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 may terminate this Agreement for convenience upon written notice to Oracle, and upon such termination, you must pay within 30 days all amounts which have accrued prior to the end of this Agreement or are otherwise owed for Services received (including related taxes and expenses) under this Agreement. Any ordering document(s) outstanding at the time of such termination shall continue to be governed by this Agreement as if it had not been terminated.

Your order is contingent upon the appropriation of funds to fulfill the requirements of the order. Your order shall be null and void as of the date upon which the funds are no longer available without any charge or penalty to you; provided, however, that (1) with each executed order, you must have provided both of the following: (a) a signed ordering document referencing this Agreement, and (b) a purchase order; and (2) your signature on an ordering document referencing this Agreement and/or issuance of a purchase order by you shall be your representation to Oracle that all funds for the order have been fully appropriated and are available and are not subject to any appropriations contingency at the time such purchase order is issued. Notwithstanding the foregoing, you agree to pay for all Programs delivered and Services performed by Oracle prior to Oracle's receipt of your notice of non-appropriations.

You further agree that if you have used an Oracle Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the 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 which by their nature are intended to survive.

In the event of termination, fees owed for Services rendered or Programs ordered and delivered where delivery is required and/or Services are received, are due upon the termination of the Agreement.

With respect to the rights of termination set forth above, (a) only the Commonwealth entity signing this Agreement may exercise these rights as to the Agreement and/or any orders it places and (b) all other Authorized Contract Users may exercise rights of termination only with respect to their individual orders.

Dispute Resolution. In the event of any dispute or disagreement between the parties arising out of or relating to this Agreement or an ordering document, except for any dispute or disagreement involving a breach of Oracle's intellectual property rights (the "dispute"), the parties will endeavor to resolve the dispute in accordance with this section. Either party may invoke this section by providing the other party written notice of its decision to do so, including a description of the issues subject to the dispute. Each party will appoint its representative to discuss the dispute. If such representatives do not resolve the dispute within twenty (20) business days of the other party's receipt of such notice, then each party shall immediately refer the dispute to the Vice President (or equivalent) level. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may begin until the dispute has been elevated to the Vice President (or equivalent) level, and either of the Vice Presidents conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. The parties shall refrain from exercising any termination right and shall continue to perform their respective obligations under this Agreement and the ordering document(s) while the parties endeavor to resolve the dispute under this section, provided that, any party alleged to be in breach has promptly commenced cure and pursues the cure in good faith and you continue to pay for any Programs and Services ordered under the ordering document(s) and this Agreement.

J. Fees and Taxes

All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Programs and/or Services you ordered, except for taxes based on Oracle's income. Also, you will reimburse Oracle for reasonable expenses related to providing the Services. Fees for Services listed in an ordering document are exclusive of taxes and pre-approved expenses. You and Oracle shall mutually agree on the scope of reasonable travel and travel related expenses based upon the per diem rates in the Commonwealth's State Travel Regulations. Oracle shall have all travel and travel related expenses pre-approved by you. Invoices for items ordered and delivered shall be submitted by Oracle directly to the payment address shown on the ordering document. All invoices shall show the state Contract number and/or purchase order number; the federal employer identification number (for proprietorships, partnerships, and corporations).

You agree that you have not relied on the future availability of any Programs or updates in entering into the payment obligations in your ordering document; however, (a) if you order SULLS for Programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under your ordering document, 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.

K. Nondisclosure

By virtue of this Agreement, the parties may have access to information that is confidential to one another ("confidential information"). To the extent permitted by the laws of the Commonwealth of Virginia, including but not limited to "Freedom of Information" laws, 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 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 under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement or disclosing the confidential information to a federal or state governmental entity, as required by law, or disclosing the confidential information pursuant to court order or operation of law, provided the receiving party first gives the disclosing party reasonable notice of such order of law and gives the disclosing party an opportunity to object to or limit such production, if such notice is permitted by law.

L. Entire Agreement

You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the

complete agreement for the Programs 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. It is expressly agreed that the terms of this Agreement and any Oracle ordering document shall supersede the terms in any shrink-wrap or clickwrap or in any purchase order or other non-Oracle ordering document, and no terms included in any such shrink-wrap or clickwrap or in any such purchase order or other non-Oracle ordering document shall apply to the Programs and/or Services ordered under this Agreement. Any notice required under this Agreement shall be provided to the other party in writing. In the event of a conflict, the terms of this Agreement shall take precedence over the terms in any Authorized Contract User's purchase order or other ordering document; provided, however, that terms appearing in an Oracle ordering document that are specific to third party Programs and third party technology shall take precedence over the Agreement. Any such additional term or condition that is contradictory to law or regulation shall be of no force and effect.

M. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION G (INDEMNIFICATION) ABOVE, 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 ORACLE 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 ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY.

The limitation stated in the second sentence of this section shall not apply to bodily injury (including wrongful death) or damage to tangible personal property proximately caused by the gross negligence or intentionally wrongful acts or omissions of Oracle while performing Services on your premises, if such actions or omissions were not caused by the action or omission of you or any third party. For the purpose of this paragraph, "tangible personal property" shall not include documentation, software, data, or data files.

N. 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). You agree 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.

O. Other

1. This Agreement is governed by the substantive and procedural laws of the Commonwealth of Virginia, and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, a state or federal court in the Commonwealth of Virginia.
2. If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section of this Agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle USA, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.
3. Assignments and Transfer
 - (a) Assignments. You may not assign this Agreement to a third party (i.e., a legal entity separate from the Commonwealth) or give or transfer the Programs and/or any Services or an interest in them to another individual or entity, except as stated below, without the prior written consent of Oracle, which Oracle shall not unreasonably withhold. 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, and if you decide to finance your acquisition of the Programs and/or any Services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Oracle, Oracle may not assign this without your prior written consent, which will not be unreasonably withheld.
 - (b) Transfer of Programs -- General. You may transfer Program licenses within a Commonwealth entity, upon prior written notice to Oracle at no additional cost, unless the license type specifically prohibits such a transfer. If a specific Commonwealth entity is mandated by its governing body to convey any of its specific functions to another Commonwealth entity, the Program licenses used to support the conveyed functions may be transferred at no charge, after written notice to

Oracle. If a Commonwealth entity merges with another Commonwealth entity, previously acquired Program licenses may be used by the merged entity pursuant to the terms of this Agreement. Nothing in this section shall be deemed to relieve you or the transferee entity of the obligation to use a Program in accordance with the terms and conditions of this Agreement and all applicable ordering documents placed hereunder, including, without limitation, limiting usage of a Program to the quantity and license type for which such Program is licensed.

- (c) Transfer of Programs By Executive Agencies. An agency within the Executive Branch of the Commonwealth of Virginia government (hereinafter, an "Executive Agency") may transfer Programs it licensed under this Agreement to another Executive Agency, at no additional cost, provided that:
- (i) the transferor Executive Agency has continuously maintained technical support for the Programs to be transferred, and the Executive Agencies involved in the transfer comply with applicable technical support policies, including without limitation, the matching service level and license set rules;
 - (ii) the transferor Executive Agency has provided prior written notice to Oracle containing relevant details of the intended transfer;
 - (iii) by accepting a transfer of Programs, the transferee Executive Agency agrees to comply with this Agreement, the applicable ordering document including, but not limited to, the applicable quantity and license type for which such Programs are licensed, and the licensing definitions and rules; and
 - (iv) as indicated in the applicable ordering document, the specific Program license type does not prohibit transfers.
4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than five years after the cause of action has accrued.
5. Upon 45 days written notice, Oracle may perform an audit of your use of the Programs at Oracle's sole cost or, upon your request, may retain an independent third party to audit your use of the Programs (the "Third Party Auditor"); if you choose to have a Third Party Auditor perform the audit, you agree to pay all costs of performing such audit. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall be conducted during regular business hours at the your facilities and shall not unreasonably interfere with your normal business operations and any such audit shall be limited to information reasonably necessary to allow Oracle to determine your use of a Program under the license type for which it is licensed. Oracle shall provide you with a report of any such audit and you shall have the right to provide a written response to such report to Oracle. All such audit reports and responses to such audit reports shall be considered confidential and subject to the nondisclosure obligations in this Agreement. If an audit reveals that you have underpaid fees to Oracle, you shall be invoiced and you agree to pay for such underpaid fees based on the Oracle price list in effect at the time the audit is completed less the discounts outlined in the applicable ordering document, subject to the applicable term specified in the ordering document. If the term referenced in the applicable ordering document has expired or if no term is specified in the ordering document, you shall be invoiced for such underpaid fees based on the Oracle price list in effect at the time the audit is completed. If you do not pay, Oracle can end your technical support, licenses and/or this Agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit. Audits shall be conducted no more than once annually.
6. You shall have the right to audit records relating to invoices and payments for (a) the Programs licensed hereunder and (b) any Services provided to you hereunder ("Records"), upon reasonable written notice to Oracle, no more than one time per year, at your cost, and provided that such audit does not unreasonably interfere with Oracle's normal business operations. Oracle agrees to maintain the Records for two (2) years after the expiration of the Agreement or until audited by you, which is sooner. You shall have the right to contract a third-party audit firm to conduct such an audit, provided that such third-party audit firm agrees to Oracle's standard nondisclosure terms. Your audit shall not violate any confidentiality agreement Oracle has with any third party and your audit opinion and results shall not contain any Oracle trade secret or proprietary information.
7. UCITA shall not apply to this Agreement except to the extent required by Code of Virginia §59.1-501.15.
8. 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.
9. If Oracle makes successor Programs available for its Program lines ("New Software") that includes substantially similar functionality and features as a Program for which you have purchased a Program license ("Old Software"), Oracle will provide

you with a migration path from the Old Software to the New Software and the right to use the New Software under this Agreement at no additional charge, provided that (i) you are current on Technical Support for the Old Software; (ii) this right shall only apply to New Software that is available in production release status on the operating system identified by the you at the time of the request; and (iii) Oracle is currently making available, such migration path from the Old Software to the New Software to all of its other supported customers without additional charge.

If Oracle does not provide to all of its supported customers a migration path from the Old Software to the New Software free of additional charge, then Oracle will provide you with the right to use only the functionality and features contained in the New Software that is substantially similar to the functionality and features contained in the Old Software. You shall not have the right to use nor shall you use any additional functionality or features in such New Software. All use of New Software shall otherwise be subject to this Agreement. Technical support is provided in accordance with Oracle's technical support policies.

P. Additional Commonwealth Terms and Conditions

1. **eVA Ordering:** You may place orders, in accordance with the terms and conditions set forth herein, through eVA, the Commonwealth's electronic procurement system and by signing an Oracle ordering document . The signing of the Oracle ordering document and the issuance of an eVA order or Purchase Order shall indicate your acceptance and agreement to the terms and conditions set forth in this Agreement and the Oracle ordering document. Oracle will maintain its eVA subscription during the terms of this Agreement.
2. **Report of Sales.** Oracle agrees to submit the "Supplier Monthly Report of Sales" to you by the 30th day of each month using the template format available at: <http://www.vita.virginia.gov/procurement/supplierResources.cfm>. VITA will notify Oracle in writing if the template changes and the parties will agree to any changes in an amendment to this Agreement. The report shall report all invoices submitted by Oracle pursuant to the Agreement to all Authorized Contract Users during the preceding month. Oracle shall also submit the Industrial Funding Adjustment (IFA) payment to VITA for each period covered by such "Supplier Monthly Report of Sales" within thirty (30) days of submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales under this Contract during the relevant month, as determined by the amount invoiced to Authorized Contract Users.
3. **Small, Woman, and Minority Owned Business Participation.** Oracle agrees to meet with you promptly after the effective date of the Agreement to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small, Woman, and Minority Owned Businesses (SWaMs) as subcontractors and second-tier suppliers under this Agreement and will discuss ways of encouraging SWaM participation and increasing subcontracting spend with SWaM suppliers. Oracle will then agree to meet annually thereafter to review SWaM subcontracting reports and discuss further action with respect to SWaM subcontracting and spend and to submit to VITA the Small, Woman, and Minority Owned Business (SWaM) Subcontracting Monthly Report by the 30th day of every month.

Notwithstanding the foregoing, the parties acknowledge that, due to the nature of this Agreement, it is unlikely that there will be any SWaM participation or data for Oracle to report. The parties agree that Oracle's failure to submit a report will not constitute a default or breach of this Agreement. However, upon your written request, Oracle agrees to provide a report with respect to SWaM participation under this Agreement. Should the Agreement include SWaM participation in the future, the parties agree to amend this provision by deleting the preceding three sentences.

4. **Anti-Discrimination.** During the performance of this Agreement, Oracle agrees as follows:
 - (a) Oracle will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except when there is a bona fide occupational qualification reasonably necessary to the normal operation of Oracle. Oracle agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which Oracle has contracts of over \$10,000.
 - (b) Oracle, in all solicitations or advertisements for employees placed by or on behalf of Oracle, will state that Oracle is an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.Oracle will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
5. **Immigration Reform and Control Act of 1986.** Oracle does not, and shall not, during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6. Payments To Subcontractors.
- (a) Oracle agrees:
 - (i) To pay the subcontractor(s) within seven (7) days of Oracle's receipt of payment from you for the proportionate share of the payment received for work performed by the subcontractor(s) under the Agreement; or
 - (ii) To notify you and the subcontractor(s), in writing, of Oracle's intention to withhold payment and the reason.
 - (b) Interest shall accrue at the rate of one percent per month (unless otherwise provided under the terms of the Agreement) on all amounts owed by Oracle that remain unpaid seven (7) days following receipt of payment from you for work performed by the subcontractor. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary agreement. Oracle's obligation to pay an interest charge to a subcontractor may not be construed to be your obligation.
 - (c) Oracle will include this provision P(a)(i) in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.
7. Modifications. This Agreement maybe modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so. No modifications to this Agreement shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.
8. Section 508 Compliance. All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the statutory requirements, which were in effect on the effective date of this Agreement, of Section 508 of the Rehabilitation Act (29 U.S.C. 794d). If requested, Oracle must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.
9. Non-Visual Access. All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:
- (a) Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - (b) The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 - (c) Nonvisual access technology shall be integrated into any networks used to share communications among employees, Program participants or the public; and
 - (d) The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available. Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications Programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices. If requested, Oracle must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.
10. Insurance. Oracle and any subcontractors will maintain the following insurance coverages during the entire term of the Agreement. All insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Oracle will provide Certificates of Insurance upon request to substantiate its compliance with these requirements.
- (a) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 - (b) Employer's Liability - \$100,000.
 - (c) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and

property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

11. **Drug-Free Workplace.** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

Q. 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 which are listed below.

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle Programs.

\$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, MetaLink has information on which products have been translated for the supported languages (<http://metalink.oracle.com>). For new or unsupported customers, please contact your Oracle Account Manager for this information.

Application User, Enterprise Asset Management (EAM) 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 Self Service Work Request option in conjunction with EAM, you are required to maintain licenses for the equivalent number of EAM 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 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.

Beacon: is defined as each target that is deployed and managed by the Program that measures the response time of remote software or hardware interfaces by communicating with those interfaces over protocols, api's or programmatic interactions and measuring the total time elapsed between the initiation of communication and completion of the associated response from the remote interface.

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 Real Time 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.

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.

Developer 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. Developer 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 Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 - External) 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 all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In the event that you elect to outsource any business function(s), all of the full-time, part-time, temporary employees and agents, contractors and consultants of the company providing the outsourcing services must be counted for the purposes of determining the number of Employees.

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

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.

Federated Link: is defined as a one-to-one pairing between a source domain and a destination domain. A source domain is the point of origin for a request. A destination domain contains the resource that users from source domains want to access. One source domain might have many pairings with different destination domains and one destination domain might have many pairings with different source domains. Each and every pairing is a federated link.

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 US 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.

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.

Implementation Services, Packaged Methods, Architecture Services, Accelerator Services, Assessment Services and Workshops

Each Implementation Service, Packaged Method, Architecture Service, Accelerator Service, Assessment Service and Workshop is provided subject to the statement of obligation for that particular offering and Oracle's consulting services policies. Oracle's consulting services policies may be accessed at <http://oracle.com/contracts>, and are subject to change.

1K Invoice Line: is defined as one thousand invoice line items processed by the Program during a 12 month period. You may not exceed the licensed number of 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 in your order. 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.

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

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

Named User Plus: is defined as an individual authorized by you to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the Programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following Programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the users of the third party Program that is being managed/monitored are counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all users of the middleware and/or database software that support the respective application Program are counted for the purpose of 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 Finance Division 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.

Oracle University Knowledge Center Service: is defined as a web based learning environment hosted by Oracle that provides on demand access to either an individual Oracle University training course ("Online Course") or to all of the Oracle University training courses available on the Knowledge Center website ("Passport"). The Oracle University Knowledge Center service is available at <http://www.oracle.com/education/oukc/>, and is made available to you subject to the terms of this Agreement and Oracle University's Online Hosting Access Policies, which are located at http://www.oracle.com/education/oukc/hosting_policies.html and may be updated by Oracle from time to time without notice to you. Online Courses are made available on a named user basis, and the Passport is made available on a membership basis. In the event that any Oracle Programs are made available for download as part of the service, then use of such Programs is subject to the terms of this Agreement. If you acquire the Oracle University Knowledge Center service, the term shall be one year from the effective date of your order. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT THE ORACLE UNIVERSITY KNOWLEDGE CENTER SERVICE WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.**

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.

Order Management 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. Order Management Users are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately.

Orders: is defined as the total number of distinct orders for all Programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12 month period. You may not exceed the licensed number of orders during any 12 month period.

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 Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the application. For Project Resource Management, a person is defined as an individual who is scheduled on a project. For Internet Time, a person is defined as an individual who is charging time to a project via the application. 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.

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 processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. For the purposes of counting the number of processors which require licensing for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be accessed at <http://oracle.com/contracts>, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .25. For the purposes of counting the number of processors which require licensing for AMD and Intel multicore chips, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .50. For the purposes

of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a core processor licensing factor of .75. All cores on all multicore chips for each licensed Program for each core processor licensing factor listed above 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. Notwithstanding the above, when licensing Oracle Standard Edition One or Standard Edition Programs on servers with a maximum of 1 processor with 1 or 2 cores, only 1 processor shall be counted.

For example, a Sun UltraSPARC T1 based server installed and/or running the Program 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). An Intel or AMD based server installed and/or running the Program on 7 cores would require 4 processor licenses (7 multiplied by a core processor licensing factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4). Two multicore servers, for hardware platforms not specified above, installed and/or running the Program on 10 cores would require 8 processor licenses (10 multiplied by a core processor licensing factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

For the purposes of the following Programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the processors on which the third party Program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all processors on which the middleware and/or database software that support the respective application Program are running are counted for the purpose of determining the number of licenses required.

For the Healthcare Transaction Base Program, only the processors on which Internet Application Server Enterprise Edition and this Program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator Programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program are running are 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. With respect to the Customer Data Hub Program, in determining the number of licenses required, only processors on which both Oracle Database Enterprise Edition and the Customer Data Hub Program are running in production shall be counted.

Program Documentation: is defined as the Program user manual and Program installation manuals.

\$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.

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.

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.

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.

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

Test: is defined as each unit of interaction with a software or hardware interface for which the total time elapsed between the initiation of communication and the completion of the resulting response is measured. A test may run on its own or be set up in conjunction with additional tests so that there are multiple units of interaction. Each unit of interaction must be counted as a Test; execution of a test or set of tests multiple times does not require additional tests. Examples of tests include but are not limited to, an http-get for a URL, icmp-echo for an IP address and sql-execute for a database.

Trainee: is defined as an employee, contractor, student or other person who is being recorded 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 Employee: is defined as an active employee of yours. (note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK 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. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Warehouse Builder Connector: is defined as a software product that connects an Oracle database where the Oracle Warehouse Builder code is deployed, to an external product (e.g., SAP). A unique connector is required for each distinct external product for which the Oracle database is required to interface.

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 Hosting Term: A Program license specifying a 1 Year Hosting Term shall commence on the effective date of the order

and shall continue for a period of 1 year. At the end of the 1 year the Program license shall terminate. A Program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A Program license specifying a 1 Year Oracle Hosted Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the Program license shall terminate. A Program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

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

Failover: Your license for the following Programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One), Oracle Database Enterprise Edition Options, Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition) and Oracle Internet Application Server Options, 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. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the Program(s).

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.

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

- Oracle Database Standard Edition may only be used on servers that have the ability to run a maximum of 4 single-core processors. For multicore chips, the maximum number of cores per server is determined by multiplying the core processor licensing factors (as specified in the processor definition) by the number of cores. The result must be less than or equal to 4 and the total number of cores must be less than or equal to 8. Oracle Database Standard Edition may also be used on a single cluster of servers supporting up to a maximum of four single-core processors per cluster (2 2-way nodes, 4 1-way nodes, or 1 1-way node and 1 3-way node). For multicore chips, the maximum number of cores per cluster is determined by multiplying the core processor licensing factors (as specified in the processor definition) by the number of cores. The result must be less than or equal to 4 and the total number of cores in the cluster must be less than or equal to 8.
- Oracle Standard Edition One and Internet Application Server Standard Edition One may only be used on servers that have the ability to run a maximum of 2 single-core processors. For multicore chips, the maximum number of cores per server is determined by multiplying the core processor licensing factors (as contained in the processor definition) by the number of cores. The result must be less than or equal to 2 and the total number of cores must be less than or equal to 4.
- The number of TRACE licenses (Rdb Server Option) must match the number of licenses of the associated database.
- The number of Diagnostics Pack and /or Configuration Management Pack licenses must match the number of licenses of the associated Internet Application Server Program (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition).
- The number of Service Registry licenses must match the number of licenses of the associated Internet Application Server Program (Java Edition, Standard Edition One or Standard Edition).
- The number of Bpel Process Manager Option, Business Activity Monitoring, XML Publisher, Service Registry and SOA Suite for Oracle Middleware licenses must match the number of licenses of the associated Internet Application Server Enterprise Edition Program.
- The number of Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing licenses must match the number of licenses of the associated Business Intelligence Server Enterprise Edition Program.
- Application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts>.
- For the TimesTen In-Memory Database, Replication - TimesTen to TimesTen and Cache Connect to Oracle Programs, the number of gigabytes (GB) specified in the Program name is the maximum size of data store (aggregate of in-memory databases or caches on a single computer system or node in a cluster of servers) irrespective of the number of processors licensed. You may not exceed the specified GB data store limitation unless you acquire additional licenses from Oracle.

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
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
Internet Application Server Java Edition	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*
BPEL Process Manager	10 Named Users Plus per Processor
Portal	10 Named Users Plus per Processor
Integration	10 Named Users Plus per Processor
Business Intelligence	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Web Services Manager	10 Named Users Plus per Processor
XML Publisher	10 Named Users Plus per Processor
Virtual Directory	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Activity Monitoring for Non Oracle Middleware	10 Named Users Plus per Processor
Fusion Middleware for PeopleSoft	10 Named Users Plus per Processor
Fusion Middleware for SAP	10 Named Users Plus per Processor
Business Intelligence Standard Edition	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

The number of licenses for the Programs listed below must match the number of licenses of the associated database and if you purchase Named User Plus licenses for these Programs, you must maintain, at a minimum, 25 Named Users Plus per Processor per associated database:

Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Database Vault, Warehouse Builder Enterprise ETL, Warehouse Builder Data Quality, Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack

The effective date of this Agreement shall be April 30, 2009, 2009.

VIRGINIA INFORMATION TECHNOLOGIES AGENCY

Authorized Signature: [Signature]

Name: JAMES T. ROBERTS

Title: Director, Administration + Finance

Signature Date: May 4, 2009

ORACLE USA, INC.

Authorized Signature: [Signature]

Name: GLENDIA SAKATI

Title: Manager, Public Sector License Contracts

Signature Date: 04/30/09

Exhibit C

SOFTWARE LICENSE AND SERVICES RESALE CONTRACT

THIS SOFTWARE LICENSE AND SERVICES RESALE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, (hereinafter referred to as "VITA") and Mythics, Inc. ("Supplier" or "Reseller"), a corporation headquartered at 1439 Great Neck Road, Virginia Beach, VA 23454 to be effective as of August 30, 2010 ("Effective Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier agrees to grant a license to use certain various Software published by Oracle and to provide various Services to the Authorized Users. By executing this Contract, Supplier agrees to be bound by the terms of the Software License and Services Agreement ("Oracle SLSA"), entered in to by and between VITA and Oracle, Inc., as of May 6, 2009, and as subsequently amended by the parties thereto, which Agreement is incorporated into this Contract as Exhibit B.

2. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of three (3) years. VITA, in its sole discretion, may extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term. Warranty on or Maintenance Services for any Software ordered during the term of the Contract may extend beyond the term of this Contract.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part.

If an Authorized User deems the Supplier to be in breach and/or default of an order, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order, in whole or in part.

Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352, or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

Exhibit C

3. GENERAL WARRANTY

Supplier warrants and represents to VITA the Software described in Exhibit A as follows:

A. Ownership

Supplier is the owner of the Software or otherwise has the right to grant the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Supplier further warrants that it is an authorized reseller of Oracle Products and Services.

B. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

4. REPORTING

A. Supplier's Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted and contact information for submission is available at

<http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls>. The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a \$0.00 total sales value) for the reporting period.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at

<http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls>.

Failure to comply with reporting, payment and distribution requirements of this section may result in default of the Contract.

B. Small Business Participation

As this is a Small Business Set Aside, no SWaM Subcontracting Monthly Report and Small Business Subcontracting Plan will be required.

5. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, or an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate

Exhibit C

assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the right of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

6. GENERAL PROVISIONS

A. Relationship between VITA, Authorized User, and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf> are also incorporated by reference.

The then-current terms and conditions in documents posted to the aforementioned URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Discounts

Discounts on Products and Services in Exhibit A shall constitute minimum discounts applicable to such Products and Services. Supplier may, based on a specific request from an Authorized User, provide discounts that are greater than those provided in Exhibit A.

D. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit D hereto.

E. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

F. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

Exhibit C

G. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

H. Survival

The provisions of this Contract regarding General Warranty and the General Provisions shall survive the expiration or termination of this Contract.

I. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

J. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Software purchased and Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Software delivery or Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.

K. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- | | |
|----------------------|---|
| a). <u>Exhibit A</u> | Product Discounts |
| b). <u>Exhibit B</u> | Oracle-VITA Software License and Services Agreement |
| c). <u>Exhibit C</u> | VITA Software License and Services Resale Contract |
| d). <u>Exhibit D</u> | Certification Regarding Lobbying |

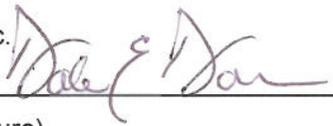
This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit B, Exhibit A and any individual order.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any order issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Exhibit C

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Mythics, Inc.
By: 
(Signature)
Name: Dale. E. Darr
(Print)
Title: Vice President
Date: 25 August 2010

VITA
By: 
(Signature)
Name: Samuel A. Nixon, Jr
(Print)
Title: CIO
Date: August 30, 2010

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Dale E. Darr

Printed Name:

Dale E. Darr

Organization:

Mythics, Inc.

Date:

14 July 2010

**MODIFICATION # 2
TO
CONTRACT NUMBER VA-100830-MYTH
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MYTHICS, INC.**

This MODIFICATION # 2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Mythics, Inc., hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-100830-MYTH (the Agreement).

The purpose of this Modification is to document both parties' agreement to modify the Contract as follows:

Services Added: Oracle University Training

Ref. "Education Services Agreement". See attached document.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-100830-MYTH and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MYTHICS, INC.

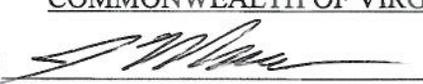
BY: 

NAME: Dale E. Darr

TITLE: Vice President, Contracts

DATE: 3/17/2015

COMMONWEALTH OF VIRGINIA

BY: 

NAME: James MacKenzie

TITLE: Strategic Sourcing Specialist

DATE: 03/17/2015



Education Services Agreement

This agreement sets forth terms and conditions between you and Mythics, Inc. regarding the purchase of Oracle Education Services, Learning Credits or Programs.

A. All purchases of training services and products are non-refundable. All fees payable to Mythics are due within thirty (30) days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Mythics must pay based on the programs and/or services you ordered, except for taxes based on Mythics income. If your organization is tax exempt, please provide Mythics with a copy of you tax exemption form with your order.

B. Oracle Class Cancellation/Reschedule Policy is set forth at: <http://www.oracle.com/us/education/termspolicies060112-1587247.html>. Regarding any provisions related to governing law, if there are any inconsistencies between the terms and conditions of the VITA contract and any other agreement incorporated herein by reference, the terms and conditions of the VITA contract shall prevail.

C. You and Mythics agree that the terms and pricing of this agreement and accompanying quotation may not be disclosed without the other's prior written consent unless required by applicable law.

D. You agree that this Quotation and Education Services Agreement is the complete agreement for the Services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. This agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Mythics.

E. Any third party firms retained by you to provide computer consulting services are independent of Oracle and are not Oracle's agents and oracle is not liable nor bound by any acts of any such third party firm. Oracle is not required to perform any obligations or incur any liabilities not expressly agreed to in this agreement between you and Mythics. Oracle shall not be required to perform any obligations or incur any liability not expressly set forth herein.

F. You agree that you have not relied on the future availability of any software programs or updates in entering into this agreement and that Oracle is a third party beneficiary of this agreement.

G. The Uniform Computer Information Transactions Act shall not apply to this agreement.



COMMONWEALTH of VIRGINIA

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

August 11, 2014

Mr. Travis Moretti
Mythics Inc.

Mr. Moretti,

Per Section 2 ("Term and Termination") of contract VA-100830-MYTH, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from August 30, 2014 through August 29, 2015. Should you have any questions, please feel free to contact me.

Respectfully,
Jimmy Mackenzie
Strategic Sourcing Specialist
Virginia Information Technologies Agency
(804) 416-6247

MODIFICATION #1
TO
VITA CONTRACT NUMBER VA-100830-MYTH
BETWEEN
THE VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
MYTHICS, INC.

This MODIFICATION (Amendment) #1 is an agreement between the Virginia Information Technologies Agency (VITA), herein referred to as "State" or "Commonwealth" or "VITA", and Mythics, Inc., hereinafter referred to as "Contractor" or "Mythics" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made part of Contract VA-100830-MYTH, as revised.

The purpose of this Modification #1 is to add language to the Agreement.

The parties agree to the following:

- The following clause is added to Exhibit C, Section 2, entitled **Term and Termination**:

2.D. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations, at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order, in whole or in part, or an Authorized User may terminate its order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

- The following clauses are added to Exhibit C, Section 6, entitled **General Provisions**:

6.A.1 Authorized User

"Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/Our-Colleges/Profiles.aspx>."

6.A.2 Authorized User License

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution, the license shall be held by that private institution.

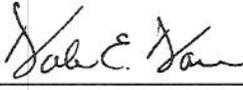
The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-100830-MYTH and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT. ELECTRONIC SIGNATURES WILL BE CONSIDERED AS ORIGINAL SIGNATURES.

MYTHICS, INC.

VIRGINIA INFORMATION

TECHNOLOGIES AGENCY

BY: 

BY: 

NAME: Dale E. Darr

NAME: Doug Ovenshaw

TITLE: Vice President

TITLE: Strategic Source Manager, VITA

DATE: 16 June 2014

DATE: 6/25/14



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

July 1, 2013

Sean McKenzie
Mythics Inc.

Per Section 3.A. ("Term and Termination") of contract VA-100830-MYTH, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from August 30, 2013 through August 29, 2014. Should you have any questions, please feel free

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160



SOFTWARE LICENSE AND SERVICES RESALE CONTRACT

BETWEEN

**THE VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA**

AND

MYTHICS, INC.

**Exhibit A
Product Discounts**

**RFP 2010-27
Oracle Software and Maintenance**

Supplier: Mythics, Inc.

Delivery Terms (If Applicable): F.O.B. Destination

Product Category	Spend (Per order)	Gov't Discount % <i>(Off Oracle Store Price List)</i>	Academic Discount % <i>(Off Oracle Store Price List)</i>
Database Products	\$0-\$100,000	42.90%	42.90%
	\$100,001- \$250,000	43.20%	43.20%
	\$250,001- \$375,000	43.30%	43.30%
	\$375,001- \$500,000	43.35%	43.35%
	\$500,001- Plus	43.35%	43.35%
Application Products	\$0-\$100,000	37.75%	37.75%
	\$100,001- \$250,000	38.00%	38.00%
	\$250,001- \$375,000	38.00%	38.00%
	\$375,001- \$500,000	38.25%	38.25%
	\$500,001- Plus	38.25%	38.25%
Maintenance	\$0-\$100,000	equals license discount	equals license discount
	\$100,001- \$250,000	equals license discount	equals license discount
	\$250,001- \$375,000	equals license discount	equals license discount
	\$375,001- \$500,000	equals license discount	equals license discount
	\$500,001- Plus	equals license discount	equals license discount

Due to the different discount offerings between Database and Applications products, we cannot put a specific discount in the Maintenance section. Maintenance for the first year is calculated at 22% of the discounted license price. Therefore, the discount for support is equal to the license discount for which the support is purchased.

Maintenance, on products purchased off this contract, for years 2 through 5 will not increase by more than 4% from prior year's fees.

Exhibit B

Oracle-VITA Software License and Services Agreement

**AMENDMENT TWO
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY AND ORACLE AMERICA, INC.**

This document ("Amendment Two") amends the Software License and Services Agreement between the Virginia Information Technologies Agency ("you") and Oracle America, Inc. ("Oracle"), dated April 30, 2009, as amended ("Agreement"). The Agreement is also referred to as VITA Contract VA-090506-OC and the Oracle Contract US-MASTER-11362414-30-APR-09. You and Oracle agree to amend the Agreement as follows:

The parties hereby agree that, as of February 15, 2010, Oracle America, Inc. become the successor in interest to Oracle USA, Inc. Therefore, all references in the Agreement to "Oracle USA, Inc." shall now be references to "Oracle America, Inc." Oracle America, Inc.'s federal tax identification number is: 94-2805249.

The foregoing is the complete and final expression of the parties' amendment of the Agreement and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

The effective date of this Amendment One is the later date set forth with the signatures below.

ORACLE AMERICA, INC.

BY: Brenda Peak

NAME: Brenda Peak

TITLE: Contracts Mgr

DATE: July 19, 2010

VIRGINIA INFORMATION
TECHNOLOGIES AGENCY

BY: Dary Crenshaw

NAME: Dary Crenshaw

TITLE: VITA Strategic Services mgr

DATE: 7/23/10

**AMENDMENT ONE
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY AND ORACLE USA, INC.**

This document ("Amendment One") amends the Software License and Services Agreement between the Virginia Information Technologies Agency ("you"; "your") and Oracle USA, Inc. ("Oracle"), dated April 30, 2009 ("Agreement"). You and Oracle agree to amend the Agreement as follows:

1. Insert the following as a new paragraph 10 in **Section O (Other)**:

"The parties agree that authorized Oracle resellers and distributors (hereinafter jointly referred to as "Resellers") may reference the Agreement for the purposes of: (i) responding to an Authorized Contract User's Request for Proposal, Invitation to Bid or similar competitive solicitation and (ii) selling Programs or Services to Authorized Contract Users. The parties further agree that whenever a Reseller references the Agreement, the Reseller shall be (in particular, but without limitation) solely liable for the reporting and fee obligations set forth in Section P, paragraphs 1, 2, and 3 for any orders it places or accepts under the Agreement. You understand that the Resellers are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any of the Resellers."

2. Delete the definition of "Learning Credits" from **Section Q (License Definitions and Rules)**.

Except as provided herein, the terms and conditions of the Agreement remain in full force and effect.

The effective date of this Amendment One is the later date set forth with the signatures below.

VIRGINIA INFORMATION TECHNOLOGIES AGENCY

ORACLE USA, INC.

Authorized
Signature: Brenda Messner

Authorized
Signature: Doug Crenshaw

Name: Brenda Messner

Name: Doug Crenshaw

Title: Contracts Manager

Title: VITA Services Manager

Signature Date: Nov 6, 2009

Signature Date: 11/10/09

SOFTWARE LICENSE AND SERVICES AGREEMENT
between
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
and
ORACLE USA, INC.

A. Agreement Definitions

“You” and “your” refers to the individual or entity that has executed this Agreement (“Agreement”) and ordered Programs and/or Services from Oracle USA, Inc. (“Oracle”) or an authorized distributor. All Commonwealth of Virginia (“Commonwealth”) departments, institutions, institutions of higher education, agencies, legislative, executive or judicial bodies, offices, authorities, posts, committees, institutions, boards, or political subdivisions created by law to exercise sovereign power or to perform governmental duties of the Commonwealth, cities, counties, towns and political subdivisions (each such entity, an “Authorized Contract User” or “Commonwealth entity”) may also order Programs and Services from Oracle in accordance with the terms and conditions of this Agreement. By placing an order under this Agreement, each Authorized Contract User agrees to be bound by the terms and conditions of the applicable ordering document and this Agreement and, for the purposes of such order, “you” and “your” as used in this Agreement shall be deemed to refer to such Authorized Contract User, unless indicated otherwise herein. Each Authorized Contract Use shall be responsible for its breach(es) of such terms and conditions. “Parties” shall mean you and Oracle.

The term “Ancillary Programs” refers to third party materials as 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 or distributed by Oracle 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 and Term of Agreement

Authorized Contract Users may submit orders to Oracle under this Agreement.

The term of this Agreement will be five (5) years commencing on the effective date. By mutual agreement, the Parties may extend this Agreement for one or more renewal periods of one to five years each; however, the total term may not exceed ten years.

C. Rights Granted

Upon execution of your order by both Oracle and you, you have the non-exclusive, royalty free (except as set forth in Section O(3) below), 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 definitions and rules set forth in the order and the Program documentation. 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 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. If accepted, Oracle will notify you and this notice will include a copy of your Agreement. Program documentation is delivered with the Programs, or you may access the current Program documentation online at <http://oracle.com/contracts>, at the time of your order. 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 consulting services, you will have a perpetual, non-exclusive, non-assignable (except as set forth in Section O(3) below), royalty free license to use for your internal business operations anything developed by Oracle and delivered to you under this Agreement pursuant to your order of consulting services; however, certain consulting services 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 are bid separately from such Program licenses, and you may acquire either Services or such Program licenses without acquiring the other.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the Programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered to you under this Agreement resulting from the Services.

You may make a sufficient number of copies of each Program (other than for Siebel Programs), for your licensed use and one copy of each Program media. With respect to Siebel Programs, you may only make a sufficient number of copies of each such Program to support the maximum number of users of such Program(s).

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.

You may not:

- remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;
- subject to the rights grants for your agents and contractors in Section C above, 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);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs;
- disclose the results of any benchmark tests of the Programs to any third party (except for those agents and contractors authorized by you to use the Programs and the results of the benchmark tests solely for your internal business operations), without Oracle's prior written approval.;

E. 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 after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any Program warranty deficiency within one year after delivery. 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 defective Services. In addition, Oracle warrants that tapes, diskettes or other media ("Media") used in the provision of Programs and Services to you shall be free of defects in materials and workmanship under normal use for 90 days from the date of delivery of such Media to you.

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

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE 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 ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY WITH RESPECT TO DEFECTIVE MEDIA SHALL BE THE REPLACEMENT OF SUCH DEFECTIVE MEDIA, PROVIDED IT IS RETURNED TO ORACLE WITHIN THE APPLICABLE WARRANTY PERIOD AND SUBJECT TO STANDARD SHIPPING AND HANDLING FEES.

As a part of its internal development process, Oracle will use reasonable efforts to test Programs for viruses. Oracle will also maintain a master copy of the appropriate versions of the Programs, free of viruses. If you believe a virus may be present in the delivered Programs, then upon your request, Oracle will provide a master copy for comparison with and correction of your copy of the Programs.

Oracle represents that as of the effective date of this Agreement, unless otherwise disclosed to you in the ordering document or applicable Documentation, the Programs shall not contain any computer software code or routines that are designed with the intent to (i) to permit unauthorized access or use by third parties to the Programs installed on your equipment, (ii) to disable or damage hardware or damage, erase or delay access to software or data installed or to be installed on your equipment, or (iii) to perform any other similar malicious or harmful actions (collectively "Disabling Devices"). If Disabling Devices are present in the Programs, Oracle will not, during the term of this Agreement, use such mechanisms to shut-off or otherwise disable or impair the delivered to you. Oracle represents and warrants that as of the effective date of this Agreement, its current development policy is not to include Disabling Devices in its Programs. For any breach of this provision, your exclusive remedy and Oracle's entire liability, shall be the remedies set forth in the third paragraph of this Section E (Warranties, Disclaimers and Exclusive Remedies) of this Agreement.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. 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 Oracle or an authorized distributor. If you decide not to obtain a license for any Program after the 30 day trial period, you will cease using and will delete any such Programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs. If, when you install the Programs licensed by you under an ordering document, a Program that is not licensed by you is inadvertently loaded and left on a computer, then you will not be charged license fees for such unlicensed Program provided that you have not used (loading alone does not constitute use) the unlicensed Program and that you promptly remove such unlicensed Program when it is discovered.

G. Indemnification

If a third party makes a claim against you that any information, design, specification, instruction, software, data, deliverable, or material ("Material") furnished by Oracle and used by you infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend you against the claim and indemnify you from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if you do the following:

- notify Oracle promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);
- give Oracle sole control of the defense and any settlement negotiations; provided, however, that such settlement (i) will not contain an admission of liability or wrongdoing by any Authorized Contract User; (ii) does include a release of all covered claims pending against all Authorized Contract Users; or (iii) does not impose upon any Authorized Contract User any obligations determined by VITA to be material other than an obligation to stop using any infringing items; such control by Oracle shall be subject to applicable law; and
- give Oracle the information, authority, and assistance it needs to defend against or settle the claim.

If Oracle believes or it is determined that any of the Material may have violated a third party's intellectual property rights, Oracle 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, Oracle may end the license for, and require return of, the applicable Material and refund any fees you may have paid for it and any unused, prepaid technical support fees you have paid for the license. Oracle will not indemnify you if you: alter the Material except as may be expressly provided in the Program documentation or use it outside the scope of use identified in the Program documentation. Oracle will not indemnify you if you use a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to you at no charge. Oracle will not indemnify you to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, deliverable, or material not furnished by Oracle. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any Programs or services not provided by Oracle except where such combinations are expressly specified by Oracle in the Program documentation. 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. This section provides the parties' exclusive remedy for any infringement claims or damages.

H. Technical Support

For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are ordered. The technical support policies, incorporated in this Agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce 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. Thereafter for the third and fourth renewal years the fee for SULS, will not increase by more than 5% 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. A license set consists of (i) all of a Authorized User's licenses of a Program, (ii) licenses of a Program which share the same source code (e.g., Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition; or Application Server Enterprise Edition, Application Server Standard Edition, and Application Server Java Edition), (iii) licenses of a Program which include an option specified on the price list (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), or (iv) licenses of a Program which include a self-service module specified on the price list (e.g., Human Resources and Self-Service Human Resources). Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set. The license set definition and rules apply to each Authorized Contract User individually. If you decide not to purchase technical support, you may not update any unsupported Program licenses with new versions of the Program.

I. End of Agreement

If either of us breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this Agreement. If Oracle 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 Services rendered or Programs ordered and delivered, where delivery is required and/or Services are received under this Agreement, plus related taxes and pre-approved expenses. If Oracle ends the license for a Program under the Indemnification section, you must pay within 30 days all amounts for such license which have accrued prior to such end, as well as all sums remaining unpaid for Services related thereto received under this Agreement plus related taxes and pre-approved expenses. 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 may terminate this Agreement for convenience upon written notice to Oracle, and upon such termination, you must pay within 30 days all amounts which have accrued prior to the end of this Agreement or are otherwise owed for Services received (including related taxes and expenses) under this Agreement. Any ordering document(s) outstanding at the time of such termination shall continue to be governed by this Agreement as if it had not been terminated.

Your order is contingent upon the appropriation of funds to fulfill the requirements of the order. Your order shall be null and void as of the date upon which the funds are no longer available without any charge or penalty to you; provided, however, that (1) with each executed order, you must have provided both of the following: (a) a signed ordering document referencing this Agreement, and (b) a purchase order; and (2) your signature on an ordering document referencing this Agreement and/or issuance of a purchase order by you shall be your representation to Oracle that all funds for the order have been fully appropriated and are available and are not subject to any appropriations contingency at the time such purchase order is issued. Notwithstanding the foregoing, you agree to pay for all Programs delivered and Services performed by Oracle prior to Oracle's receipt of your notice of non-appropriations.

You further agree that if you have used an Oracle Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the 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 which by their nature are intended to survive.

In the event of termination, fees owed for Services rendered or Programs ordered and delivered where delivery is required and/or Services are received, are due upon the termination of the Agreement.

With respect to the rights of termination set forth above, (a) only the Commonwealth entity signing this Agreement may exercise these rights as to the Agreement and/or any orders it places and (b) all other Authorized Contract Users may exercise rights of termination only with respect to their individual orders.

Dispute Resolution. In the event of any dispute or disagreement between the parties arising out of or relating to this Agreement or an ordering document, except for any dispute or disagreement involving a breach of Oracle's intellectual property rights (the "dispute"), the parties will endeavor to resolve the dispute in accordance with this section. Either party may invoke this section by providing the other party written notice of its decision to do so, including a description of the issues subject to the dispute. Each party will appoint its representative to discuss the dispute. If such representatives do not resolve the dispute within twenty (20) business days of the other party's receipt of such notice, then each party shall immediately refer the dispute to the Vice President (or equivalent) level. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may begin until the dispute has been elevated to the Vice President (or equivalent) level, and either of the Vice Presidents conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. The parties shall refrain from exercising any termination right and shall continue to perform their respective obligations under this Agreement and the ordering document(s) while the parties endeavor to resolve the dispute under this section, provided that, any party alleged to be in breach has promptly commenced cure and pursues the cure in good faith and you continue to pay for any Programs and Services ordered under the ordering document(s) and this Agreement.

J. Fees and Taxes

All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Programs and/or Services you ordered, except for taxes based on Oracle's income. Also, you will reimburse Oracle for reasonable expenses related to providing the Services. Fees for Services listed in an ordering document are exclusive of taxes and pre-approved expenses. You and Oracle shall mutually agree on the scope of reasonable travel and travel related expenses based upon the per diem rates in the Commonwealth's State Travel Regulations. Oracle shall have all travel and travel related expenses pre-approved by you. Invoices for items ordered and delivered shall be submitted by Oracle directly to the payment address shown on the ordering document. All invoices shall show the state Contract number and/or purchase order number; the federal employer identification number (for proprietorships, partnerships, and corporations).

You agree that you have not relied on the future availability of any Programs or updates in entering into the payment obligations in your ordering document; however, (a) if you order SULLS for Programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under your ordering document, 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.

K. Nondisclosure

By virtue of this Agreement, the parties may have access to information that is confidential to one another ("confidential information"). To the extent permitted by the laws of the Commonwealth of Virginia, including but not limited to "Freedom of Information" laws, 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 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 under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement or disclosing the confidential information to a federal or state governmental entity, as required by law, or disclosing the confidential information pursuant to court order or operation of law, provided the receiving party first gives the disclosing party reasonable notice of such order of law and gives the disclosing party an opportunity to object to or limit such production, if such notice is permitted by law.

L. Entire Agreement

You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the

complete agreement for the Programs 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. It is expressly agreed that the terms of this Agreement and any Oracle ordering document shall supersede the terms in any shrink-wrap or clickwrap or in any purchase order or other non-Oracle ordering document, and no terms included in any such shrink-wrap or clickwrap or in any such purchase order or other non-Oracle ordering document shall apply to the Programs and/or Services ordered under this Agreement. Any notice required under this Agreement shall be provided to the other party in writing. In the event of a conflict, the terms of this Agreement shall take precedence over the terms in any Authorized Contract User's purchase order or other ordering document; provided, however, that terms appearing in an Oracle ordering document that are specific to third party Programs and third party technology shall take precedence over the Agreement. Any such additional term or condition that is contradictory to law or regulation shall be of no force and effect.

M. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION G (INDEMNIFICATION) ABOVE, 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 ORACLE 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 ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY.

The limitation stated in the second sentence of this section shall not apply to bodily injury (including wrongful death) or damage to tangible personal property proximately caused by the gross negligence or intentionally wrongful acts or omissions of Oracle while performing Services on your premises, if such actions or omissions were not caused by the action or omission of you or any third party. For the purpose of this paragraph, "tangible personal property" shall not include documentation, software, data, or data files.

N. 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). You agree 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.

O. Other

1. This Agreement is governed by the substantive and procedural laws of the Commonwealth of Virginia, and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, a state or federal court in the Commonwealth of Virginia.
2. If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section of this Agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle USA, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.
3. Assignments and Transfer
 - (a) Assignments. You may not assign this Agreement to a third party (i.e., a legal entity separate from the Commonwealth) or give or transfer the Programs and/or any Services or an interest in them to another individual or entity, except as stated below, without the prior written consent of Oracle, which Oracle shall not unreasonably withhold. 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, and if you decide to finance your acquisition of the Programs and/or any Services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Oracle, Oracle may not assign this without your prior written consent, which will not be unreasonably withheld.
 - (b) Transfer of Programs -- General. You may transfer Program licenses within a Commonwealth entity, upon prior written notice to Oracle at no additional cost, unless the license type specifically prohibits such a transfer. If a specific Commonwealth entity is mandated by its governing body to convey any of its specific functions to another Commonwealth entity, the Program licenses used to support the conveyed functions may be transferred at no charge, after written notice to

Oracle. If a Commonwealth entity merges with another Commonwealth entity, previously acquired Program licenses may be used by the merged entity pursuant to the terms of this Agreement. Nothing in this section shall be deemed to relieve you or the transferee entity of the obligation to use a Program in accordance with the terms and conditions of this Agreement and all applicable ordering documents placed hereunder, including, without limitation, limiting usage of a Program to the quantity and license type for which such Program is licensed.

- (c) Transfer of Programs By Executive Agencies. An agency within the Executive Branch of the Commonwealth of Virginia government (hereinafter, an "Executive Agency") may transfer Programs it licensed under this Agreement to another Executive Agency, at no additional cost, provided that:
- (i) the transferor Executive Agency has continuously maintained technical support for the Programs to be transferred, and the Executive Agencies involved in the transfer comply with applicable technical support policies, including without limitation, the matching service level and license set rules;
 - (ii) the transferor Executive Agency has provided prior written notice to Oracle containing relevant details of the intended transfer;
 - (iii) by accepting a transfer of Programs, the transferee Executive Agency agrees to comply with this Agreement, the applicable ordering document including, but not limited to, the applicable quantity and license type for which such Programs are licensed, and the licensing definitions and rules; and
 - (iv) as indicated in the applicable ordering document, the specific Program license type does not prohibit transfers.
4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than five years after the cause of action has accrued.
 5. Upon 45 days written notice, Oracle may perform an audit of your use of the Programs at Oracle's sole cost or, upon your request, may retain an independent third party to audit your use of the Programs (the "Third Party Auditor"); if you choose to have a Third Party Auditor perform the audit, you agree to pay all costs of performing such audit. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall be conducted during regular business hours at the your facilities and shall not unreasonably interfere with your normal business operations and any such audit shall be limited to information reasonably necessary to allow Oracle to determine your use of a Program under the license type for which it is licensed. Oracle shall provide you with a report of any such audit and you shall have the right to provide a written response to such report to Oracle. All such audit reports and responses to such audit reports shall be considered confidential and subject to the nondisclosure obligations in this Agreement. If an audit reveals that you have underpaid fees to Oracle, you shall be invoiced and you agree to pay for such underpaid fees based on the Oracle price list in effect at the time the audit is completed less the discounts outlined in the applicable ordering document, subject to the applicable term specified in the ordering document. If the term referenced in the applicable ordering document has expired or if no term is specified in the ordering document, you shall be invoiced for such underpaid fees based on the Oracle price list in effect at the time the audit is completed. If you do not pay, Oracle can end your technical support, licenses and/or this Agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit. Audits shall be conducted no more than once annually.
 6. You shall have the right to audit records relating to invoices and payments for (a) the Programs licensed hereunder and (b) any Services provided to you hereunder ("Records"), upon reasonable written notice to Oracle, no more than one time per year, at your cost, and provided that such audit does not unreasonably interfere with Oracle's normal business operations. Oracle agrees to maintain the Records for two (2) years after the expiration of the Agreement or until audited by you, which is sooner. You shall have the right to contract a third-party audit firm to conduct such an audit, provided that such third-party audit firm agrees to Oracle's standard nondisclosure terms. Your audit shall not violate any confidentiality agreement Oracle has with any third party and your audit opinion and results shall not contain any Oracle trade secret or proprietary information.
 7. UCITA shall not apply to this Agreement except to the extent required by Code of Virginia §59.1-501.15.
 8. 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.
 9. If Oracle makes successor Programs available for its Program lines ("New Software") that includes substantially similar functionality and features as a Program for which you have purchased a Program license ("Old Software"), Oracle will provide

you with a migration path from the Old Software to the New Software and the right to use the New Software under this Agreement at no additional charge, provided that (i) you are current on Technical Support for the Old Software; (ii) this right shall only apply to New Software that is available in production release status on the operating system identified by the you at the time of the request; and (iii) Oracle is currently making available, such migration path from the Old Software to the New Software to all of its other supported customers without additional charge.

If Oracle does not provide to all of its supported customers a migration path from the Old Software to the New Software free of additional charge, then Oracle will provide you with the right to use only the functionality and features contained in the New Software that is substantially similar to the functionality and features contained in the Old Software. You shall not have the right to use nor shall you use any additional functionality or features in such New Software. All use of New Software shall otherwise be subject to this Agreement. Technical support is provided in accordance with Oracle's technical support policies.

P. Additional Commonwealth Terms and Conditions

1. **eVA Ordering:** You may place orders, in accordance with the terms and conditions set forth herein, through eVA, the Commonwealth's electronic procurement system and by signing an Oracle ordering document. The signing of the Oracle ordering document and the issuance of an eVA order or Purchase Order shall indicate your acceptance and agreement to the terms and conditions set forth in this Agreement and the Oracle ordering document. Oracle will maintain its eVA subscription during the terms of this Agreement.
2. **Report of Sales.** Oracle agrees to submit the "Supplier Monthly Report of Sales" to you by the 30th day of each month using the template format available at: <http://www.vita.virginia.gov/procurement/supplierResources.cfm>. VITA will notify Oracle in writing if the template changes and the parties will agree to any changes in an amendment to this Agreement. The report shall report all invoices submitted by Oracle pursuant to the Agreement to all Authorized Contract Users during the preceding month. Oracle shall also submit the Industrial Funding Adjustment (IFA) payment to VITA for each period covered by such "Supplier Monthly Report of Sales" within thirty (30) days of submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales under this Contract during the relevant month, as determined by the amount invoiced to Authorized Contract Users.
3. **Small, Woman, and Minority Owned Business Participation.** Oracle agrees to meet with you promptly after the effective date of the Agreement to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small, Woman, and Minority Owned Businesses (SWaMs) as subcontractors and second-tier suppliers under this Agreement and will discuss ways of encouraging SWaM participation and increasing subcontracting spend with SWaM suppliers. Oracle will then agree to meet annually thereafter to review SWaM subcontracting reports and discuss further action with respect to SWaM subcontracting and spend and to submit to VITA the Small, Woman, and Minority Owned Business (SWaM) Subcontracting Monthly Report by the 30th day of every month.

Notwithstanding the foregoing, the parties acknowledge that, due to the nature of this Agreement, it is unlikely that there will be any SWaM participation or data for Oracle to report. The parties agree that Oracle's failure to submit a report will not constitute a default or breach of this Agreement. However, upon your written request, Oracle agrees to provide a report with respect to SWaM participation under this Agreement. Should the Agreement include SWaM participation in the future, the parties agree to amend this provision by deleting the preceding three sentences.

4. **Anti-Discrimination.** During the performance of this Agreement, Oracle agrees as follows:
 - (a) Oracle will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except when there is a bona fide occupational qualification reasonably necessary to the normal operation of Oracle. Oracle agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which Oracle has contracts of over \$10,000.
 - (b) Oracle, in all solicitations or advertisements for employees placed by or on behalf of Oracle, will state that Oracle is an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.Oracle will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
5. **Immigration Reform and Control Act of 1986.** Oracle does not, and shall not, during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6. Payments To Subcontractors.
- (a) Oracle agrees:
 - (i) To pay the subcontractor(s) within seven (7) days of Oracle's receipt of payment from you for the proportionate share of the payment received for work performed by the subcontractor(s) under the Agreement; or
 - (ii) To notify you and the subcontractor(s), in writing, of Oracle's intention to withhold payment and the reason.
 - (b) Interest shall accrue at the rate of one percent per month (unless otherwise provided under the terms of the Agreement) on all amounts owed by Oracle that remain unpaid seven (7) days following receipt of payment from you for work performed by the subcontractor. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary agreement. Oracle's obligation to pay an interest charge to a subcontractor may not be construed to be your obligation.
 - (c) Oracle will include this provision P(a)(i) in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.
7. Modifications. This Agreement maybe modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so. No modifications to this Agreement shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.
8. Section 508 Compliance. All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the statutory requirements, which were in effect on the effective date of this Agreement, of Section 508 of the Rehabilitation Act (29 U.S.C. 794d). If requested, Oracle must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.
9. Non-Visual Access. All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:
- (a) Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - (b) The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 - (c) Nonvisual access technology shall be integrated into any networks used to share communications among employees, Program participants or the public; and
 - (d) The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available. Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications Programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices. If requested, Oracle must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.
10. Insurance. Oracle and any subcontractors will maintain the following insurance coverages during the entire term of the Agreement. All insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Oracle will provide Certificates of Insurance upon request to substantiate its compliance with these requirements.
- (a) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 - (b) Employer's Liability - \$100,000.
 - (c) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and

property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

11. **Drug-Free Workplace.** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

Q. 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 which are listed below.

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle Programs.

\$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, MetaLink has information on which products have been translated for the supported languages (<http://metalink.oracle.com>). For new or unsupported customers, please contact your Oracle Account Manager for this information.

Application User, Enterprise Asset Management (EAM) 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 Self Service Work Request option in conjunction with EAM, you are required to maintain licenses for the equivalent number of EAM 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 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.

Beacon: is defined as each target that is deployed and managed by the Program that measures the response time of remote software or hardware interfaces by communicating with those interfaces over protocols, api's or programmatic interactions and measuring the total time elapsed between the initiation of communication and completion of the associated response from the remote interface.

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 Real Time 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.

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.

Developer 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. Developer 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 Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 - External) 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 all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In the event that you elect to outsource any business function(s), all of the full-time, part-time, temporary employees and agents, contractors and consultants of the company providing the outsourcing services must be counted for the purposes of determining the number of Employees.

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

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.

Federated Link: is defined as a one-to-one pairing between a source domain and a destination domain. A source domain is the point of origin for a request. A destination domain contains the resource that users from source domains want to access. One source domain might have many pairings with different destination domains and one destination domain might have many pairings with different source domains. Each and every pairing is a federated link.

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 US 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.

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.

Implementation Services, Packaged Methods, Architecture Services, Accelerator Services, Assessment Services and Workshops

Each Implementation Service, Packaged Method, Architecture Service, Accelerator Service, Assessment Service and Workshop is provided subject to the statement of obligation for that particular offering and Oracle's consulting services policies. Oracle's consulting services policies may be accessed at <http://oracle.com/contracts>, and are subject to change.

1K Invoice Line: is defined as one thousand invoice line items processed by the Program during a 12 month period. You may not exceed the licensed number of 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 in your order. 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.

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

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

Named User Plus: is defined as an individual authorized by you to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the Programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following Programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the users of the third party Program that is being managed/monitored are counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all users of the middleware and/or database software that support the respective application Program are counted for the purpose of 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 Finance Division 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.

Oracle University Knowledge Center Service: is defined as a web based learning environment hosted by Oracle that provides on demand access to either an individual Oracle University training course ("Online Course") or to all of the Oracle University training courses available on the Knowledge Center website ("Passport"). The Oracle University Knowledge Center service is available at <http://www.oracle.com/education/oukc/>, and is made available to you subject to the terms of this Agreement and Oracle University's Online Hosting Access Policies, which are located at http://www.oracle.com/education/oukc/hosting_policies.html and may be updated by Oracle from time to time without notice to you. Online Courses are made available on a named user basis, and the Passport is made available on a membership basis. In the event that any Oracle Programs are made available for download as part of the service, then use of such Programs is subject to the terms of this Agreement. If you acquire the Oracle University Knowledge Center service, the term shall be one year from the effective date of your order. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT THE ORACLE UNIVERSITY KNOWLEDGE CENTER SERVICE WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.**

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.

Order Management 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. Order Management Users are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately.

Orders: is defined as the total number of distinct orders for all Programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12 month period. You may not exceed the licensed number of orders during any 12 month period.

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 Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the application. For Project Resource Management, a person is defined as an individual who is scheduled on a project. For Internet Time, a person is defined as an individual who is charging time to a project via the application. 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.

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 processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. For the purposes of counting the number of processors which require licensing for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be accessed at <http://oracle.com/contracts>, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .25. For the purposes of counting the number of processors which require licensing for AMD and Intel multicore chips, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .50. For the purposes

of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a core processor licensing factor of .75. All cores on all multicore chips for each licensed Program for each core processor licensing factor listed above 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. Notwithstanding the above, when licensing Oracle Standard Edition One or Standard Edition Programs on servers with a maximum of 1 processor with 1 or 2 cores, only 1 processor shall be counted.

For example, a Sun UltraSPARC T1 based server installed and/or running the Program 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). An Intel or AMD based server installed and/or running the Program on 7 cores would require 4 processor licenses (7 multiplied by a core processor licensing factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4). Two multicore servers, for hardware platforms not specified above, installed and/or running the Program on 10 cores would require 8 processor licenses (10 multiplied by a core processor licensing factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

For the purposes of the following Programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the processors on which the third party Program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all processors on which the middleware and/or database software that support the respective application Program are running are counted for the purpose of determining the number of licenses required.

For the Healthcare Transaction Base Program, only the processors on which Internet Application Server Enterprise Edition and this Program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator Programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program are running are 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. With respect to the Customer Data Hub Program, in determining the number of licenses required, only processors on which both Oracle Database Enterprise Edition and the Customer Data Hub Program are running in production shall be counted.

Program Documentation: is defined as the Program user manual and Program installation manuals.

\$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.

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.

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.

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.

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

Test: is defined as each unit of interaction with a software or hardware interface for which the total time elapsed between the initiation of communication and the completion of the resulting response is measured. A test may run on its own or be set up in conjunction with additional tests so that there are multiple units of interaction. Each unit of interaction must be counted as a Test; execution of a test or set of tests multiple times does not require additional tests. Examples of tests include but are not limited to, an http-get for a URL, icmp-echo for an IP address and sql-execute for a database.

Trainee: is defined as an employee, contractor, student or other person who is being recorded 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 Employee: is defined as an active employee of yours. (note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK 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. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Warehouse Builder Connector: is defined as a software product that connects an Oracle database where the Oracle Warehouse Builder code is deployed, to an external product (e.g., SAP). A unique connector is required for each distinct external product for which the Oracle database is required to interface.

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 Hosting Term: A Program license specifying a 1 Year Hosting Term shall commence on the effective date of the order

and shall continue for a period of 1 year. At the end of the 1 year the Program license shall terminate. A Program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A Program license specifying a 1 Year Oracle Hosted Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the Program license shall terminate. A Program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

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

Failover: Your license for the following Programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One), Oracle Database Enterprise Edition Options, Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition) and Oracle Internet Application Server Options, 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. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the Program(s).

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.

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

- Oracle Database Standard Edition may only be used on servers that have the ability to run a maximum of 4 single-core processors. For multicore chips, the maximum number of cores per server is determined by multiplying the core processor licensing factors (as specified in the processor definition) by the number of cores. The result must be less than or equal to 4 and the total number of cores must be less than or equal to 8. Oracle Database Standard Edition may also be used on a single cluster of servers supporting up to a maximum of four single-core processors per cluster (2 2-way nodes, 4 1-way nodes, or 1 1-way node and 1 3-way node). For multicore chips, the maximum number of cores per cluster is determined by multiplying the core processor licensing factors (as specified in the processor definition) by the number of cores. The result must be less than or equal to 4 and the total number of cores in the cluster must be less than or equal to 8.
- Oracle Standard Edition One and Internet Application Server Standard Edition One may only be used on servers that have the ability to run a maximum of 2 single-core processors. For multicore chips, the maximum number of cores per server is determined by multiplying the core processor licensing factors (as contained in the processor definition) by the number of cores. The result must be less than or equal to 2 and the total number of cores must be less than or equal to 4.
- The number of TRACE licenses (Rdb Server Option) must match the number of licenses of the associated database.
- The number of Diagnostics Pack and /or Configuration Management Pack licenses must match the number of licenses of the associated Internet Application Server Program (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition).
- The number of Service Registry licenses must match the number of licenses of the associated Internet Application Server Program (Java Edition, Standard Edition One or Standard Edition).
- The number of Bpel Process Manager Option, Business Activity Monitoring, XML Publisher, Service Registry and SOA Suite for Oracle Middleware licenses must match the number of licenses of the associated Internet Application Server Enterprise Edition Program.
- The number of Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing licenses must match the number of licenses of the associated Business Intelligence Server Enterprise Edition Program.
- Application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts>.
- For the TimesTen In-Memory Database, Replication - TimesTen to TimesTen and Cache Connect to Oracle Programs, the number of gigabytes (GB) specified in the Program name is the maximum size of data store (aggregate of in-memory databases or caches on a single computer system or node in a cluster of servers) irrespective of the number of processors licensed. You may not exceed the specified GB data store limitation unless you acquire additional licenses from Oracle.

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
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
Internet Application Server Java Edition	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*
BPEL Process Manager	10 Named Users Plus per Processor
Portal	10 Named Users Plus per Processor
Integration	10 Named Users Plus per Processor
Business Intelligence	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Web Services Manager	10 Named Users Plus per Processor
XML Publisher	10 Named Users Plus per Processor
Virtual Directory	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Activity Monitoring for Non Oracle Middleware	10 Named Users Plus per Processor
Fusion Middleware for PeopleSoft	10 Named Users Plus per Processor
Fusion Middleware for SAP	10 Named Users Plus per Processor
Business Intelligence Standard Edition	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

The number of licenses for the Programs listed below must match the number of licenses of the associated database and if you purchase Named User Plus licenses for these Programs, you must maintain, at a minimum, 25 Named Users Plus per Processor per associated database:

Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Database Vault, Warehouse Builder Enterprise ETL, Warehouse Builder Data Quality, Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack

The effective date of this Agreement shall be April 30, 2009, 2009.

VIRGINIA INFORMATION TECHNOLOGIES AGENCY

Authorized Signature: [Signature]

Name: JAMES T. ROBERTS

Title: Director, Administration + Finance

Signature Date: May 4, 2009

ORACLE USA, INC.

Authorized Signature: [Signature]

Name: GLENDIA SAKATI

Title: Manager, Public Sector License Contracts

Signature Date: 04/30/09

Exhibit C

SOFTWARE LICENSE AND SERVICES RESALE CONTRACT

THIS SOFTWARE LICENSE AND SERVICES RESALE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, (hereinafter referred to as "VITA") and Mythics, Inc. ("Supplier" or "Reseller"), a corporation headquartered at 1439 Great Neck Road, Virginia Beach, VA 23454 to be effective as of August 30, 2010 ("Effective Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier agrees to grant a license to use certain various Software published by Oracle and to provide various Services to the Authorized Users. By executing this Contract, Supplier agrees to be bound by the terms of the Software License and Services Agreement ("Oracle SLSA"), entered in to by and between VITA and Oracle, Inc., as of May 6, 2009, and as subsequently amended by the parties thereto, which Agreement is incorporated into this Contract as Exhibit B.

2. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of three (3) years. VITA, in its sole discretion, may extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term. Warranty on or Maintenance Services for any Software ordered during the term of the Contract may extend beyond the term of this Contract.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part.

If an Authorized User deems the Supplier to be in breach and/or default of an order, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order, in whole or in part.

Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352, or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

Exhibit C

3. GENERAL WARRANTY

Supplier warrants and represents to VITA the Software described in Exhibit A as follows:

A. Ownership

Supplier is the owner of the Software or otherwise has the right to grant the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Supplier further warrants that it is an authorized reseller of Oracle Products and Services.

B. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

4. REPORTING

A. Supplier's Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted and contact information for submission is available at

<http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls>. The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a \$0.00 total sales value) for the reporting period.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at

<http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls>.

Failure to comply with reporting, payment and distribution requirements of this section may result in default of the Contract.

B. Small Business Participation

As this is a Small Business Set Aside, no SWaM Subcontracting Monthly Report and Small Business Subcontracting Plan will be required.

5. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, or an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate

Exhibit C

assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the right of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

6. GENERAL PROVISIONS

A. Relationship between VITA, Authorized User, and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf> are also incorporated by reference.

The then-current terms and conditions in documents posted to the aforementioned URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Discounts

Discounts on Products and Services in Exhibit A shall constitute minimum discounts applicable to such Products and Services. Supplier may, based on a specific request from an Authorized User, provide discounts that are greater than those provided in Exhibit A.

D. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit D hereto.

E. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

F. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

Exhibit C

G. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

H. Survival

The provisions of this Contract regarding General Warranty and the General Provisions shall survive the expiration or termination of this Contract.

I. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

J. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Software purchased and Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Software delivery or Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.

K. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- | | |
|----------------------|---|
| a). <u>Exhibit A</u> | Product Discounts |
| b). <u>Exhibit B</u> | Oracle-VITA Software License and Services Agreement |
| c). <u>Exhibit C</u> | VITA Software License and Services Resale Contract |
| d). <u>Exhibit D</u> | Certification Regarding Lobbying |

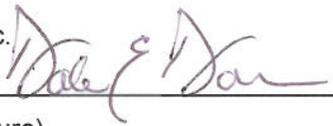
This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit B, Exhibit A and any individual order.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any order issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Exhibit C

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Mythics, Inc.
By: 
(Signature)
Name: Dale. E. Darr
(Print)
Title: Vice President
Date: 25 August 2010

VITA
By: 
(Signature)
Name: Samuel A. Nixon, Jr
(Print)
Title: CIO
Date: August 30, 2010

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Dale E. Darr

Printed Name:

Dale E. Darr

Organization:

Mythics, Inc.

Date:

14 July 2010