State of Georgia
Georgia Technology Contract Form

Solicitation Title	Solicitation Number	Contract Number
Oracle Resellers for Software Products, Engineered Systems and Professional Services	**RFP No. GTA 9800-000000112**	**9800-RFP0112-62015MYT**

1. This Contract is entered into between Georgia Technology Authority and the Contractor named below:
   Georgia Technology Authority (hereafter called GTA)

   Contractor's Name
   Mythics, Inc. (hereafter called Contractor)

2. Contract to Begin: **June 30, 2015**
   Date of Completion: **June 30, 2016**
   Renewals: **5**

3. Performance Bond, if any: **N/A**
   Other Bonds, if any: **N/A**

4. Maximum Amount of this Contract: **IDIQ**
   Total Financial Obligation of the Agency for the First Fiscal Year: **N/A**
   Total Financial Obligation of the Agency for each Renewal Period if Renewed: **N/A**

5. Authorized Person to Receive Contract Notices for Agency:
   Mythics, Inc.
   1439 N. Great Neck Road
   Virginia Beach, Virginia 23454
   Attention: Mythics Attorney, with copy to Peter M. Scura, State and Local Regional Manager

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

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

Attachment 1: GTA's Standard Contract Terms and Conditions for Software Purchases, including Article 1 for Professional Services, Article 2 for Engineered Systems, Article 3 for Oracle Education Services, Learning Credits
Attachment 2: Solicitation RFP No. GTA 9800-000000112; **Attachment 3: Contractor's Final Response**
Exhibit A: To Article 1- Statement of Work Template; Attachment A: To Article 2 Oracle License Definitions and Rules; Attachment 5: Contractor's Ordering Document

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

7.

Reseller

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

Mythics, Inc.

By *(Authorized Signature)*

Date Signed 14 July 2015

Printed Name and Title of Person Signing
Dale E. Darr, Vice President of Contracts

Address: **1439 N. Great Neck Road, Virginia Beach, VA, 23454**

8.

Georgia Technology Authority

By (Authorized Signature)	Date Signed
	7/14/2015

Printed Name and Title of Person Signing
CHARLES BROOKS III
GTA PROCUREMENT DIRECTOR

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

Executive Summary

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

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

All Travel and Living will be in accordance with the **Federal Travel Regulations and Per Diem.**

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

All Statements of Work over $100,000 will be sent to GTA for review and comment prior to start of work by Reseller.

Reseller Agreement for Oracle Products and Services
Contract Number: 9800-RFP000000112- 62015MYT

This Contract is between Georgia Technology Authority with a principle place of business located at 47 Trinity Avenue, Atlanta, Georgia 30334 and Mythics, Inc. ("hereinafter referred to as "Reseller"**") with a principle place of business located at 1439 N. Great Neck Road, Virginia Beach, VA, 23454.**

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

1. Agreement/Definitions

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

a. "You" and "your" refers to the Agencies, authorities, counties and cities, Public schools as defined by K-12, and universities located within the State of Georgia ("State Entity") that has the right to and places a purchase order for programs and/or services from Reseller.

b. The term "Ancillary Programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

c. The term "Program Documentation" refers to the program user manual and program installation manuals.

d. The term "Programs" refers to the software products owned or distributed by Oracle America, Inc. ("Oracle") which you have ordered, program documentation, and any program updates acquired through technical support.

e. For all program licenses, the "commencement date" is the date of shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required. The period of performance for all services for the Programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

f. The term "Services" refers to technical support, education, hosted/outsourcing services, consulting or other services which you have ordered.

g. The term "End User License Agreement" refers to this agreement granting you the right to use the programs and/or services.

h. Oracle shall be a third party beneficiary of this agreement.

2. Applicability of Agreement

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

3. Rights Granted

Upon Reseller' acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the ordering document), limited right to use the programs and receive any services you ordered solely for your internal business operations and subject to the terms of this agreement, including the definitions and rules set forth in the order and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this agreement in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this agreement. Some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this Agreement. Your use of the programs is limited to use by the State Entity that has the legal right to place a purchase order under this Agreement. If accepted, Reseller 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 documentation online at http://oracle.com/contracts. Services are provided based on Oracle's policies for the applicable services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order (except technical support services, which are as specified in section 8 of this agreement). Upon payment for services, you have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for your internal business operations anything developed by Oracle or Reseller and delivered to you under this agreement; however, certain

deliverables may be subject to additional license terms provided in the ordering document.

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

4. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed and delivered under this agreement resulting from services provided by Oracle. Title to the programs is retained by Oracle and shall not pass to you or any third party. You are prohibited from duplicating the programs except that you may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

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

You may not:

- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired) and you may not provide any timesharing, hosting, outsourcing, subscription service or rental use of the programs ;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or de-compilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs);
- publish results of any program benchmark tests run on the programs without Oracle's prior written consent;

5. Warranties, Disclaimers and Exclusive Remedies

Reseller warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year after

delivery (i.e., via physical shipment or electronic download). You must notify Reseller and Oracle of any program warranty deficiency within one year after delivery. Reseller and Oracle also warrant that services ordered will be provided in a professional manner consistent with industry standards. You must notify Reseller and Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

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

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

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

6. Trial Programs

You may place a separate purchase order for trial programs, or Reseller 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 place a purchase order to obtain a license for such programs from Reseller or

Oracle. If you decide not to obtain a license for any program after the 30 day trial period, you shall cease using and will delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle and Reseller do not provide technical support or offer any warranties for these programs.

7. Indemnification

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

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

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees you have paid for the license. If you are the Recipient and such return materially affects Reseller or Oracle's ability to meet its obligations under the relevant order, then Reseller and/or Oracle may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material

which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Reseller or Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Reseller or Oracle. Reseller or Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. Reseller or Oracle will not indemnify you for any claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

8. Technical Support

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

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

9. End of Agreement

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

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

10. Fees and Taxes

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

11. Non-Disclosure

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

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

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement, disclosing the confidential information to a federal or state governmental entity as required by law or subject to the provisions of the Georgia Open Records Act (O.C.G.A. §50-18-70 *et seq.*), as it may be amended from time to time.

12. Entire Agreement

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

13. Limitation of Liability

SUBJECT TO THE INDEMNIFICATION PROVISIONS HEREIN, NONE OF YOU, RESELLER OR ORACLE SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING FROM USE OF THE PROGRAMS. SUBJECT TO THE INDEMNIFICATION PROVISIONS HEREIN, RESELLER'S OR ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID RESELLER UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID RESELLER FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY.

14. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). 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.

15. Other

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

b. If you have a dispute with Reseller or if you wish to provide a notice under the Indemnification section of this agreement, you will promptly send written notice to: Reseller, Inc.,[INSERT RESELLER NAME, ADDRESS, CITY, STATE, ZIP] Attention: General Counsel, Legal Department. Any notices to the Georgia Technology Authority shall be sent to: Procurement and Contracting, 3rd Floor, 47 Trinity Avenue, Atlanta, GA 30334 Attention: Procurement Director; with copy to GTA General Attorney.

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

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

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

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

g. Oracle shall not be required to perform any obligations or incur any liability not expressly set forth herein. Oracle is not liable for nor bound by the acts of any third party firm, including Reseller, that is retained by you to provide computer consulting services. Such firms are independent of Oracle and not Oracle's agents.

h. Oracle programs, including documentation, delivered to U.S. Government end users are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR") and agency-specific supplemental regulations. As such, use, duplication, disclosure, modification, and adaptation of the programs, including documentation, shall be subject to the license and license restrictions set forth in this Agreement, and to the extent applicable, the additional rights set forth in FAR 52.227-19, Commercial Computer Software- Restricted Rights (June 1987).

i. Reseller hereby certifies that a drug free work place will be provided for subcontractor's employees during the performance of this Agreement pursuant to O.C.G.A. § 50-24-3." Reseller may be suspended, terminated, or

debarred if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

j. Reseller hereby certifies that, as of the Effective Date of this Agreement, any lobbyist employed by Reseller has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This Agreement may be declared void at your sole discretion, if is determined that Reseller has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.

k. If a specific end user entity is mandated by its governing body to convey any of its specific functions to another agency of the Georgia state government as defined in O.G.C.A. Section 50-25-1 (b)(1). If an end user entity merges with another Agency, program licenses of that Agency may be used by the merged entity pursuant to the terms of the agreement and ordering document, after written notice to Reseller.

l. The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State so as to cause a State agency to incur a financial obligation unless funds to honor the obligation have been lawfully appropriated. If the source of payment for the charges payable hereunder no longer exist or are determined to be insufficient, this Agreement shall terminate immediately and without further obligation of GTA as of that moment. The determination of GTA as to the occurrence of the events stated herein shall be conclusive.

16. Force Majeure

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

17. License Definitions and Rules

To fully understand your license grant, you need to review the definition for the licensing metric and term designation as well as the licensing rules that are listed

in Exhibit A attached hereto and are incorporated in and made a part of this agreement. These license rules are current as of the date of the Agreement. However, Oracle's license rules and definitions are subject to change for future purchases referencing this Agreement.

18. **Insurance.**

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

(1) Name and address of authorized agent;

(2) Name and address of insured;

(3) Name of insurance company (licensed to operate in Georgia);

(4) Description of coverage in standard terminology;

(5) Policy period;

(6) Policy Number;

(7) Limits of liability;

(8) Name and address of certificate holder;

(9) Acknowledgment of notice of cancellation to the State;

(10) Signature of authorized agent;

(11) Telephone number of authorized agent; and

(12) Details of policy exclusions in comments section of Insurance Certificate.

b. Contractor is required to maintain the following insurance coverages during the Term of this Agreement:

(1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims.) In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.

(2) Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.

(3) Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Agreement. The Business Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required under this Agreement.

(4) Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverages than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of $3,000,000.

(5) If Contractor is a professional service provider such us (but not limited to) engineers, architects, lawyers or accountants, then Contractor also shall maintain Professional Liability/Errors & Omissions Policy (Occurrence) with an annual aggregate limit of at least $3,000,000.

c. Neither the policy limits nor any other provision of any insurance policy shall be construed as a limitation on the indemnity obligations herein. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to GTA. Certificates of Insurance showing such coverage to be in force shall be filed with GTA prior to commencement of any work under this Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GTA. All such coverage shall remain in full force and effect during the Term and any renewal or extension thereof.

19. <u>Fee for Administrative Services</u>.

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

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

Georgia Technology Authority

47 Trinity Avenue, 3rd Floor,

Atlanta GA 30334

Attention: Accounts Receivable

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

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

(a) Reseller's name

(b) Contract number

(c) Payment Period/quarter

(d) Total dollar amount invoiced to Agencies (excluding sales taxes and showing any adjustments for credits or refunds)

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

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

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

20. Amendments.

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

21. Changes.

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

22. Background Checks:

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

searches.

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

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

22. Article 3 to this agreement, contains the additional Terms and Conditions specific to the Oracle Education Services, Learning Credits or programs ordered under this agreement.

23. The term of this agreement shall be June 30, 2015 through June 30, 2016. There may be up to five (5) one-year renewals of the term as mutually agreed upon in writing by GTA and Mythics.

MYTHICS, INC.	**GEORGIA TECHNOLOGY AUTHORITY**
Name: _____	**Name:** _____
By: _____ (Signature)	By: _____ (Signature)
Dale E. Darr, Vice President (Printed Name and Title)	CHARLES BROOKS III GTA PROCUREMENT DIRECTOR (Printed Name and Title)

ARTICLE 1

Terms and Conditions for Professional Services

This Article 1 is made by and between the **Georgia Technology Authority** and Mythics, Inc. whose principal place of business is located at 1439 N. Great Neck Road, Virginia Beach, VA 23454 (hereinafter referred to as "Reseller").

1. Definitions.

1.4. "Effective Date" of this Article 1, shall mean the date the Statement of Work is signed by both parties and the subsequent purchase order has been issued.

1.5. "Intellectual Property" shall mean any and all programming tools, methods, ideas, discoveries, know-how, show-how, concepts, drawings, designs, diagrams, models, algorithms, structures, sequences, techniques, flow charts, methodologies, processes, procedures, routines, subroutines, software code (both object and source code), data, research, development, specifications, documentation, user manuals, reports, summaries, inventions, patents, copyrights, trademarks, trade dress, trade secrets, regulatory filings, or other information (whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the forgoing, whether or not registered as of the Effective Date or at any later date.

1.6. "Purchase Order" shall mean the purchase order document submitted to Reseller *by You that specifies the quantity and type of goods or* services that Contractor will provide to You under the Statement of Work under this Article 1.

1.7. "Services" for this Article 1, shall mean the work performed by Reseller as described in the agreed upon Statement of Work.

2. **Scope**. Reseller agrees to provide to You the Services, defined in the agreed upon Statement of Work, and as similar in nature to Exhibit A (sample Scope of Work), to this Article 1. Any pre-printed contract terms

and conditions included on Reseller's forms or invoices shall be null and void.

3. Pricing and Payment.

3.1. Pricing and Billing. Prices, fees, charges or rates shall be as specified in the Statement of Work. Reseller shall submit timely and accurate invoices to You on a monthly basis and at the billing address specified in the Purchase Order. All charges for travel and living should be included in the task charges of the Statement of Work. Reseller shall use the Federal Travel regulations for such travel expenses.

3.2. Payment. You agree to pay Reseller for all undisputed amounts within thirty (30) days of receipt of a correct invoice, provided that Services have been accepted by You as hereinafter provided. No late payment or interest shall accrue on past-due amounts.

3.3. Delay of Payment and Set-off. Reseller acknowledges and agrees that You are authorized to withhold payment due to the Reseller for breach of any material term of this Agreement or on account of Reseller's performance deemed in good faith by You to be deficient and not remedied. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, You may terminate this Agreement, in whole or in part, in the manner provided for herein. To the extent that Reseller's failure to perform causes You to incur costs, then (without affecting any other rights or remedies that You may have under this Agreement, in law or in equity) You may deduct the amount of such incurred costs from any amounts payable to Reseller. In the event that Reseller owes You any sum or You must obtain substitute performance, You may set off such amount against any sum owed by You to Reseller

4. Acceptance Procedure.

Reseller shall perform any in accordance with the schedule set forth in the agreed upon Statement of Work or the time specified in a Purchase Order issued by You Unless otherwise agreed to by Reseller and the You in any Exhibit or Statement of Work incorporated in this Agreement, Reseller shall provide written notification of performance of any to You ("Delivery Notice"). You shall have ten (10) days from the date of receipt of the Delivery Notice to provide Reseller with written notification of acceptance or rejection due to unsatisfactory performance. Acceptance by You may only be accomplished by an affirmative act on the part of You pursuant to this Article 1 and the failure of You to issue an acceptance notice shall not be

unreasonably withheld. In the event You issue a rejection notice, Reseller shall, as quickly as is practicable, correct at its expense all deficiencies caused by Reseller. You shall not unreasonably withhold or delay such acceptance or rejection.

5. Warranty.

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

THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ANY BREACH OF THE WARRANTY, YOUR EXCLUSIVE REMEDY, AND RESELLER'S ENTIRE LIABILITY, SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR IF RESELLER CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO RESELLER FOR THE DEFICIENT SERVICES.

5.2. Reseller will strictly comply with Reseller's descriptions and representations as to the Services, (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear herein and as stated in Reseller's documentation, and Reseller will perform the Services on time; and

5.3. Services will not be in violation of any applicable law, rule or regulation, and Reseller will obtain and maintain throughout the Term all permits and licenses required to comply with such laws and regulations; and

5.4. Services will not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any Intellectual Property rights; and

5.5. Reseller is the lawful owner of, or otherwise has the required licenses, permits or other rights, to use and distribute all Service methods, methodologies and any pre-existing Intellectual Property and Reseller has the right to permit You access to or use of Services methods, methodologies and Intellectual Property; and

5.6. Services will be performed by qualified personnel in a good and workmanlike manner, subject to the supervision and instructions provided by You and all work assigned will be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time Services are provided; and

5.7. Reseller will screen all employees supplied to You to ensure that each employee is fully qualified, trained, skilled and available to perform the Services, and if required by this Agreement or by applicable law, is validly licensed and/or has obtained all requisite permits to perform such Services; and

6. Works Made for Hire.

6.1. If, as a result of or in the course of any consulting or professional Services rendered to You by Reseller or any employee or employees of Reseller during the term of this Agreement, Reseller produces or develops any tangible and/or intangible output or Intellectual Property, then any and all such output and Intellectual Property shall be deemed to be "works made for hire" as defined under federal laws pertaining to copyright protection, as it may be amended from time to time. As such, You shall be considered to be the author and owner of such Intellectual Property, whether or not the Services were rendered at Your site; made, conceived or devised solely by Reseller or jointly with others; and/or completed or uncompleted. Notwithstanding the foregoing, when Oracle serves as a subcontractor to Reseller providing technical support, education, hosted/outsourcing services, consulting or other services, Oracle retains all ownership and intellectual property right to the anything developed and delivered under this contract resulting from Services provided by Oracle. Title to the Programs is retained by Oracle shall not pass to You or any third party.

6.2. In the event that any Intellectual Property does not meet the definition of "works made for hire," then Reseller will immediately disclose such to You and the Ownership and Restrictions provision (Section 4) of the Agreement shall govern.

6.3. You shall have the right to register all copyrights or other intellectual property protections in works of authorship acquired by You hereunder in Your own name and shall have the exclusive right to dispose of such works in any way You see fit. Reseller shall retain no right in such works whatsoever. Further, Reseller shall (and will ensure that Reseller's

employees and subcontractors shall) supply all assistance reasonably requested in securing for Your benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of any such works made for hire and any such Intellectual Property, and will provide full information and cooperation regarding any such item and execute all appropriate documentation prepared by You in applying or otherwise registering, in Your name all rights to any such item without any further consideration. You do not grant any licenses to Reseller to use any works made for hire or Intellectual Property developed under this Agreement. Reseller agrees that it will not provide to its other clients and customers, nor use in any way in the course of later engagements, the works made for hire and Intellectual Property created for and delivered to You pursuant to this Agreement.

6.4. Notwithstanding the foregoing, this provision shall not apply to Intellectual Property that was created or owned by Reseller prior to the commencement of the Services provided hereunder. Reseller hereby grants to You an unrestricted, irrevocable, non-exclusive, perpetual, worldwide, royalty-free license to use, copy, distribute and modify in any way it deems fit, including the right to sublicense, such Intellectual Property as included in the work product or deliverables provided to You hereunder.

6.5. The terms of this provision shall survive the termination of this Agreement by either party for any reason.

6.6. In the event, Reseller or Oracle develops a new product at the State Entity's expense then the parties shall negotiate the terms and ownership of that new developed product.

7. Security and Conduct.

7.1. At all times during the Term, Reseller shall provide the Services and use all resources related thereto, in a secure manner and in accordance with the security requirements set forth herein or otherwise mandated by law or Your policies, including the prevention and detection of fraud, abuse, or other inappropriate use or access of systems and networks by all appropriate means, including network management and maintenance applications and tools, and the use of appropriate encryption technologies. You shall be advised immediately in the event that any security breach or any fraud, abuse, or other inappropriate use or access of systems and networks by inappropriate means occurs.

7.2. Reseller shall comply, and shall require its personnel and subcontractors' personnel to comply, with all applicable laws, rules and regulations, as well as State and Your policies and standards in effect during the performance of this Agreement, including (without limitation) Your reasonable confidentiality requirements, Your policies, standards and procedures regarding data access, security, personnel conduct, safety and ethics, including spoken directives of Your facility staff. In the event that any of Reseller's or a subcontractor's personnel do not comply with such requirements, You, in your sole reasonable discretion, may have the personnel's access revoked and/or have such personnel removed from the premises.

7.3. If You believe that the performance or conduct of any person employed or retained by Reseller to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of the Statement of Work in this Article 1, You shall so notify Reseller in writing and Reseller shall promptly address the performance or conduct of such person, or, at Your request, immediately replace such person with another person acceptable to You and with sufficient knowledge, skill, training and expertise to perform the Services in accordance with this Article 1 and the agreed upon Statement of Work.

7.4. Reseller will identify, screen and prevent, and shall not introduce, any Disabling Device in any equipment or software used by Reseller, subcontractor or a third party. At no cost or expense to You and without adversely impacting any services used by You, Reseller shall reduce and/or eliminate the effects of any Disabling Device, including (without limitation) by restoring and/or bearing the cost to re-create any lost data and/or software programming. As used herein, "Disabling Device" shall mean any virus, timer, clock, counter, time lock, time bomb, Trojan horse, worms, file infectors, boot sector infectors or other limiting design, instruction or routine and surveillance software or routines or data gathering or collecting software or devices that could, if triggered, erase data or programming, have an adverse impact on the Services, cause Your resources to become inoperable or otherwise incapable of being used in the full manner for which such resources were intended to be used, or that collect data or information.

8. Termination.

8.1. Termination for Default. Each party has the right to terminate this Article 1 and the agreed upon Statement of Work in whole or in part, if the other party breaches or is in default of any material obligation, which default is

incapable of cure, or which, being capable of cure, has not been cured within ten (10) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Without limiting the generality of the foregoing, the occurrence of any one or more of the following events shall constitute an event of default:

8.1.1. Reseller fails to deliver or has delivered nonconforming Services. or fails to perform any material requirement of this Article 1 and the Statement of Work; or

8.1.2. Reseller fails to make substantial and timely progress toward performance of this Article 1 and the agreed upon Statement of Work; or

8.1.3. Reseller suspends or terminates its operation of business or, to the extent permitted by applicable federal or state law, Reseller becomes subject to any bankruptcy or insolvency proceeding under federal or state law or You reasonably believe that Reseller has become insolvent or unable to pay its obligations as they accrue.

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

8.2.1. Immediately terminate Purchase order and the Statement of Work, in whole or in part, without additional written notice;

8.2.2. Procure substitute Services from another source and charge to the Reseller the difference between the pricing set forth in this Agreement and the substitute contract; and/or

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

9. Cooperation and Transition.

9.1. If a third party makes a claim against you ("Recipient"), that any information, design, specification, instruction, software, data, or material ("Material") furnished by Mythics ("Provider"), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and

expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, cost and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if the Recipient does the following: SUBJECT TO ATTORNEY GENERAL OF GEORGIA Granting Permission

Notifies the Provider promptly in writing, not later than 30 days after the Recipient

receives notice the claim, (or sooner if required by applicable law);

gives the Provider sole control of the defense and any settlement negotiations; and

gives the Provider the information, authority, and assistance the Provider needs to

defend against or settle the claim.

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

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

9.3. Upon expiration or earlier termination of the Statement of Work or any Services provided hereunder, Reseller shall accomplish a complete transition of the Services from Reseller to You, or to any replacement provider designated by You, without any interruption of or adverse impact on the Services or any other services provided by third parties. Contractor shall cooperate fully with You or such replacement provider and promptly take all steps required to assist in effecting a complete transition. All services related to such transition shall be mutually agreed upon in writing by both parties prior to such Services are rendered.

10. Independent Contractor.

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

11. Subcontractors.

Except as otherwise agreed to in writing by You, Reseller shall not subcontract or otherwise permit any third party, other than Reseller or its personnel, to perform Reseller's duties under this Article 1 to the Agreement. Notwithstanding the foregoing, Reseller at all times shall remain responsible for the performance, acts or omissions of all of its

employees, agents or any permitted subcontractors. You shall have the right to request the removal of a subcontractor from the Statement of Work for good cause.

12. Assignment and Delegation.

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

ARTICLE 2

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

1. Definitions

a. The term "Operating System" refers to the software that manages Hardware for Programs and other Software.

b. The term "Integrated Software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

c. The term "Integrated Software Options" refer to software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that you must separately order and agree to pay additional fees.

d. The term "Products" refers to Programs, Hardware, Integrated Software and Operating System.

e. The term "Program Documentation" refers to the program user manual and program installation manuals.

f. The term "Services" refers to technical support services which you have ordered.

g. The term "Hardware" refers to the hardware equipment, including components, options and spare parts. The term "hardware documentation" refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

2. Hardware Composition

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

3. Rights Granted

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

You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this contract in such use.
For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this Agreement. Oracle may deliver source code as part of its standard delivery for particular Programs, Operating System, Integrated Software, or Integrated Software Options; all source code delivered by oracle is subject to the terms of the agreement, the applicable order and the applicable program documentation. Your use of the Programs, Hardware, Operating System, the Integrated Software, and the Integrated Software Options is limited to use by the legal entity that executes this Agreement.

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are located at http://oracle.com/contracts.

You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

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

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

found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oss.oracle.com/systems-opensourcecode >.

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

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

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

4. Ownership and Restrictions

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

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

You are prohibited from duplicating the Programs, Operating System, Integrated Software and/or Integrated Software Options except that you may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

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

The hardware and integrated software is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware and integrated software for these purposes is prohibited. Use of the operating system delivered with the hardware is restricted to the terms of the license delivered with the hardware and only as incorporated in, and as par, of the hardware. Use of the integrated software is restricted to the end user's internal business operations subject to the terms of this agreement and only as incorporated in, and as part, of the hardware.

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

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware, operating system, integrated software and/or integrated software options markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the operating system or integrated software;
- make the programs, operating system, integrated software, integrated software options and/or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or de-compilation of the operating system, integrated software, integrated software options or programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software;
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- publish results of any program and/or hardware benchmark tests without Oracle's prior written consent.

5. Warranties, Disclaimers and Exclusive Remedies

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

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

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

Oracle warrants that the StorageTEK LTO Ultrium media, DLT/SuperDLT media, 9840/9940 media, or T10000 media ("Tape Media") will be free from material defects in materials and workmanship for a period of one (1) year from the date the Tape Media is delivered to you. Software Media and Tape Media may collectively be referred to as media. The Oracle Hardware Warranty applies only to those Hardware Products and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by Oracle-authorized distributor).

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

You may access a more detailed description of the limited hardware warranty at

http://www.oracle.com/us/support/policies/index.html ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

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

No warranty will apply to the Hardware Products, operating system, integrated software or media which has been:
i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
ii. maltreated or used in a manner other than in accordance with the relevant documentation;
iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
vi. relocated, to the extent that problems are attributable to such relocation;
vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
viii. used by parties appearing on the most current U.S. export exclusion list;
ix. relocated to countries subject to U.S. trade embargo or restrictions;
x. used remotely to facilitate any activities in the countries referenced in (ix) above; or
xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

This Oracle Hardware Warranty does not apply to normal wear of the Hardware Products or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware Product and may be void in the event that title to the Hardware Product is transferred. Hardware, if purchased, includes Oracle's hardware warranty in effect at the time the hardware is purchased and Oracle's hardware warranty may be accessed at http://www.oracle.com/support/policies.html.

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

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

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

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

6. Technical Support

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

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

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

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

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

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

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

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

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

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

7. Intellectual Property Indemnification

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

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

8. Other

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

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

C. Source code may be delivered as part of the standard delivery for particular programs, operating system or integrated software; all such source code is subject to the terms of the contract, including these Article 2 Oracle Supplemental Terms and Conditions, the applicable order and the applicable program documentation.

EXHIBIT A to Article 1

STATEMENT OF WORK TEMPLATE

(The remainder of this page is left blank intentionally)

[Insert Company's Name and Logo]

Statement of Work for

[Insert project name]

[INSERT DATE, MONTH/DATE/YEAR]

Document Control Sheet

General Information

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

Document Preparation Information

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

Distribution and Approvals

Name	Title and Organization	Signature	Approval Date

Change History

Date	Change Description	Approved By

Guidelines and Instructions

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

Overview

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

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

Key Components

The SOW identifies:

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

Accountability

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

Inputs

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

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

- Staffing plan

Tips

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

SOW versus Other Project Management Documents

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

Project management document	Difference with SOW
Contract - According to the PMBOK a project charter is "a mutually binding agreement that obligates the seller to provide the specified product or service or result and obligates the buyer to pay for it."	The SOW usually doesn't replace a contract but complements it. The contract must mention the SOW as the document that describes in detail the work that will be performed. Other aspects of the agreement such as pricing, payment terms, payment schedules, and special clauses are usually described in the contract unless one of the following: 1. The SOW will be used as the contract. If this is the case, the company must make sure the SOW is properly reviewed by the legal department.

	2. There is a master contract that will be used for multiple project phases or deliverables. For each phase, there will be a SOW that describes all the details relevant to the phase.
Project charter - According to the PMBOK a project charter is "a document issued by the project initiator or sponsor that formally authorizes the existence of a project, and provides the project manager with the authority to apply organizational resources to project activities."	There are two essential differences: 1. The project charter establishes agreement between the sponsors and the project manager/project team. The SOW establishes agreement between the company and a provider. 2. The project charter is an internal document that describes both the internal and external project components. The SOW, on the other hand, is a document that is used to describe only the external project components. When the project doesn't have an external component, companies should only use the project charter to specify the work to be done.
Request for Proposal (RFP) - The RFP states the project requirements in a way that third parties can propose how they will accomplish the tasks and satisfy the requirements of the project.	The RFP is usually utilized prior to the SOW. The RFP is used to solicit proposals from prospective providers. Once the enterprise selects a single provider, a formal SOW is issued to establish agreement between the enterprise and the vendor on exactly what work will be performed.
Letter of Agreement (LOA) - Also known as a letter of understanding, memorandum of understanding, or a scope of work agreement, a LOA is a brief document that summarizes basic items of agreement between the enterprise and an external provider. In comparison with a SOW, a LOA is much	The LOA replaces the SOW in the following situations: 1. Small engagements where a full SOW and contract would be overkill. 2. Projects where work must begin so quickly that there is no time to draft a contract. 3. As a pre-contract where project details or the suitability of an external provider are not yet known and committing to a full contract would be premature or unwise. 4. Work agreements or schedules where a master contract has already been signed and the external provider is continuously re-engaged for short, iterative assignments.

briefer, making it faster and easier to draft.	

Table of Contents

1 Background *45*
2 Project Objectives *45*
3 Scope *45*
3.1 Included 45
3.2 Excluded 45
4 Deliverables *46*
5 Major Milestones *47*
6 Company Commitments *47*
7 Change Management *48*
8 Project Reporting and Communication *48*
9 Roles and Responsibilities *49*

Background

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

Source(s) of information: Business case.

Project Objectives

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

Source(s) of information: Business case.

Scope

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

Included

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

Requirement	Agreed Solution

Excluded

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

Deliverables

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

Deliverable	Responsible	Acceptance Criteria	Due Date	Approver

Major Milestones

List here key project milestones, task owner, and target dates agreed upon with the provider.
Source(s) of information: WBS, project plan.

Milestone	Responsible	Target Begin Date	Target End Date

Company Commitments

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

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

Commitment	Responsible	Target Begin Date	Target End Date

Change Control

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

Project Reporting and Communication

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

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

Source(s) of information: communications plan.

Roles and Responsibilities

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

***Source(s) of information**: staffing plan.*

Role	Name	Organization	Responsibilities	Time to the Project

Georgia Technology Authority

Oracle Resellers for Software Products, Engineered Systems and Professional Services

SON Number: 98000-000001112

Addendum Number: 01 Dated: April 17, 2015

Email address: Procurement2@gta.ga.gov

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

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

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

Note: Review Carefully!

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

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

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

_____ _____

Firm Name Printed Name

_____

Date

Mythics, Inc.
Administrative Proposal

To

Georgia Technology Authority

Georgia Technology Authority

REQUEST FOR PROPOSAL NO. GTA 9800-0000001112
ORACLE RESELLER FOR SOFTWARE PRODUCTS, ENGINEERED SYSTEMS AND PROFESSIONAL SERVICES

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

19 May 2015

MYTHICS™

TABLE OF CONTENTS

PROPOSAL CERTIFICATION FORM (APPENDIX C) 1

STATEMENT OF RESPONSIBILITY FORM (APPENDIX D) 3

SALES AND USE TAX REGISTRATION FORM (APPENDIX E) 6

E-VERIFY AFFIDAVIT (APPENDIX G) 7

ADDENDUM NUMBER 01 8

ADDENDUM NUMBER 02 9

ADDENDUM NUMBER 03 10

EXCEPTIONS, ADDITIONAL CONTRACT TERMS, AND RESPONSE CLARIFICATIONS 11

MYTHICS LICENSE AND SERVICES AGREEMENT – ATTACHMENT A 12

EDUCATION SERVICES AGREEMENT – ATTACHMENT B 60

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19 May 2015

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

Subject: RFP NO. GTA 9800-0000001112: ORACLE RESELLERS FOR SOFTWARE PRODUCTS, ENGINEERED SYSTEMS AND PROFESSIONAL SERVICES

Dear Issuing Officer,

Mythics, Inc., an Oracle Platinum Partner, is pleased to present to you a proposal that will demonstrate that Mythics is fully qualified and available to resell the Oracle software products, technical support, engineered systems and professional services for this contract to be successful and the best value for the State of Georgia and the Georgia Technology Authority. (GTA).

Mythics provides end-to-end Oracle information system solutions in software, hardware, consulting services, implementation, financing, support, and training. The company prides itself on its dedication to the customer's success. With a highly knowledgeable staff, Mythics is poised to meet any customer IT requirement.

Fundamental to Mythics' success in conducting business in the Public Sector is the ability to negotiate a then-current version of the Mythics License and Services Agreement (MLSA), an agreement between Mythics and customers, patterned after Oracle's End User License Agreement. We propose that the MLSA serve as the terms and conditions governing the use of the Oracle products and services under any resulting contract. The GTA license agreement currently attached to the solicitation does not contain all of the required oracle terms. Utilizing the MLSA will ensure that the end user license agreement attached to any resulting contract is Oracle compliant. If down selected to advance to the negotiation stage of this procurement, Mythics has some limited flexibility in negotiating some of the administrative portions of the MLSA.

We look forward to working with you to fulfill your IT requirements. Please feel free to contact your Account Executive, Peter Scura, by telephone at 757-493-3006 or by email at PScura@mythics.com with any questions, clarifications, or additional information.

Respectfully,

Dale E. Darr
Vice President, Contracts & Compliance
Mythics, Inc.

1439 N. Great Neck Road, Virginia Beach, VA 23454 • (866) 698-4427 • www.mythics.com

APPENDIX C

PROPOSAL CERTIFICATION FORM

We propose to furnish and deliver any and all of the goods and/or services named in the attached Request for Proposals (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the Georgia Vendor Manual, located at: http://statepurchasing.doas.georgia.gov/vgn/images/portal/cit_11783501/37106725vendormanual.pdf, and any modifications or attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Agency, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Agency.

It is understood and agreed that we have read the specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our original signature, entered below, we guarantee and certify that all items included in this proposal meet or exceed any and all such stated specifications.

We further agree, if awarded a contract, to deliver goods and/or services that meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION

(Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

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The Vendor also certifies that the Vendor and its Lobbyists have complied with the Lobbyist Registration Requirements in accordance with the Georgia Vendor Manual.

Authorized Signature _____ Date 5/19/2015

Print/Type Name Deonte J. Watters

Company Name Mythics, Inc.

Address: 1439 N. Great Neck Road, Virginia Beach, VA 23454

Phone Number: 757-412-4362 E-Mail: contracts@mythics.com

APPENDIX D

STATEMENT OF RESPONSIBILITY FORM

INSTRUCTIONS:
THIS FORM MUST BE COMPLETED, SIGNED, NOTARIZED AND SUBMITTED WITH YOUR RESPONSE/PROPOSAL.

Please complete this form, answering every question. **A "Yes" answer to any of the subparts of QUESTION NO. 3 requires a written explanation attached to the completed form, submitted on your company letterhead and signed by an authorized representative of the company. A "Yes" answer to any of the subparts of Question No. 3 will not necessarily result in denial of award, but will be considered in determining Offeror responsibility in the event GTA undertakes an investigation into Offeror's responsibility status.** For any explanation, indicate to whom it applies; identify the initiating agency and the dates of action.

Offerors are responsible for updating any information submitted in their Statement of Responsibility Certification Form if a change occurs prior to the award of the contract.

QUESTIONS:

1. Does Offeror certify that it has, or has the ability to obtain, adequate financial resources to perform the Services and Deliverables identified in the Agreement? This includes, but is not limited to, the ability to obtain required bonds and insurance from sureties and insurance companies authorized to do business in Georgia.
__X__YES __NO

2. Does Offeror certify that it is their intent to comply with all contractual requirements and fulfill all of its contractual obligations if awarded the contract, considering Offeror's other business obligations?
__X__YES __NO

3. Within the past three (3) years, has Offeror's company or any principal of Offeror (e.g., any owner, partner, officer, or major stockholder with 10% or more shares) been the subject of any of the following:

(a) judgment or conviction for any conduct constituting a felony under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, labor, anti-trust, price-fixing, or bid collusion?
_____YES _X_NO

(b) a criminal investigation or indictment for any conduct constituting a felony under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion (to the best of Offeror's knowledge*)?
_____YES _X_NO

(c) an unsatisfied judgment, injunction or lien obtained by a Georgia state government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Georgia state government agency?
_____YES _X_NO

(d) an investigation for a civil violation by any local, state or federal agency (to the best of Offeror's knowledge*)?
_____YES _X_NO

(e) a suspension, debarment or termination for cause from any local, state or federal government procurement process?
_____YES _X_NO

(f) a suspension or termination for cause prior to the completion of the term of any local, state or federal government contract?
_____YES _X_NO

(g) a denial of award for non-responsibility determination made by any local, state or federal government?
_____YES _X_NO

(h) an agreement to a voluntary exclusion from bidding/contracting on any local, state or federal procurement?
_____YES _X_NO

(i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal procurement (to the best of Offeror's knowledge*)?
_____YES _X_NO

(j) any bankruptcy proceeding?_____YES _X_NO

CERTIFICATION:
The undersigned: (i) recognizes that this questionnaire is submitted for the express purpose of assisting the Georgia Technology Authority (GTA) to make a determination regarding the eligibility for award of a contract, or to approve a subcontract; (ii) acknowledges that the GTA, the State of Georgia, its agencies and political subdivisions may, in their sole discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; (iii) acknowledges that submissions of false or

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misleading information may constitute fraud, may result in ineligibility for contract award, may be used as grounds for termination for default of any contract awarded in relation to this certification, may be considered by the GTA, the State of Georgia, its agencies and political subdivisions in making responsibility determinations in other procurements, and may subject the Offeror or its representatives to criminal liability; (iv) as the authorized representative of the Offeror, states that the information submitted on this certification form and any attached pages is true, accurate and complete.

The undersigned hereby attests that he/she is duly authorized by the Offeror to make the statements and representations contained herein and/or attached hereto, on behalf of such Offeror.

Mythics, Inc.	
Legal Name of Offeror's Company	Signature of Offeror's Authorized Representative
1439 N. Great Neck Road	Deonte J. Watters
Address	Printed Name of Offeror's Authorized Representative
Virginia Beach, VA 23454	Contracts Manager
City, State, Zip	Title

State of Virginia County of Virginia Beach

Sworn to and subscribed before me on this 19th day of May 2015.

De'Anna Scott

Notary Public

My Commission Expires: 12/31/16

Note: *As used herein, the term "to the best of Offeror's knowledge" shall refer to the current actual knowledge of Offeror and shall be construed, by imputation or otherwise, to refer to the knowledge of any agent, manager, representative or employee of Offeror but does not impose upon Offeror any duty of inquiry or investigation of the matter to which such actual knowledge, or the absence thereof, pertains. The fact that Offerors (or their principals) are under investigation will not necessarily result in a determination of non-responsibility; rather, GTA will determine if the information and circumstances regarding such investigation are of such a nature or magnitude as to cause the GTA to deem the bidder non-responsible in order to protect the interests of the GTA and/or the State.

DE'ANNA SCOTT
Notary Public
Commonwealth of Virginia
7128501
My Commission Expires Dec 31, 2016

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Sales and Use Tax Registration Form (Appendix E)

APPENDIX E

SALES AND USE TAX REGISTRATION FORM

Section 50-5-82, of the Official Code Georgia Annotated (OCGA) prohibits the Department of Administrative Services or any other state agency from awarding a contract to an Offeror who is a "prohibited source" as determined by the Department of Revenue. The following information is required prior to award:

Vendor Name: Mythics, Inc.

Principal Name (Parent Company): N/A

FEI: 54-1987871

Affiliate Name (Distributor): N/A

FEI: N/A

Vendor Sales Tax Number: 175-446058

Type of Product or Service: Oracle Products and Services

What type of service will your company be performing? Oracle Professional Services and Product Technical Support

Will your company sell any tangible personal property? No

Authorized Signature

Deonte J. Watters
Print Name

5/19/2014
Date

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E-Verify Affidavit (Appendix G)

APPENDIX G

E-VERIFY AFFIDAVIT

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **Georgia Technology Authority** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

240189 _____
Federal Work Authorization User Identification Number Date of Contract

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on May, 19, 2015 in Virginia Beach (city), VA (state).

Signature of Authorized Officer or Agent

Deonte J. Watters, Contracts Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 19th DAY OF May, 2015.

De'Anna Scott
NOTARY PUBLIC

My Commission Expires: 12/31/16

DE'ANNA SCOTT
Notary Public
Commonwealth of Virginia
7128501
My Commission Expires Dec 31, 2016

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Addendum Number 01

GTA

Georgia Technology Authority

Oracle Resellers for Software Products, Engineered Systems and Professional Services

SON Number: 98000-000001112

Addendum Number: 01 Dated: April 17, 2015

Email address: Procurement2@gta.ga.gov

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

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

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

Note: Review Carefully!

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

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

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

Mythics, Inc.
Firm Name

Deonte J. Watters
Printed Name

5/19/2015
Date

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Addendum Number 02

GTA
Georgia Technology Authority

Request for Proposal (RFP) Number: 98000-00000001112

Addendum Number: 02 Dated: April 22, 2015

Oracle Resellers for Software Products, Engineered Systems and Professional Services

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

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

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

Note: Review Carefully!

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

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

Mythics, Inc.
Firm Name

Signature

Deonte J. Watters, Contracts Manager 5/19/2015
Typed Name and Title Date

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Addendum Number 03

GTA
Georgia Technology Authority

Oracle Resellers for Software Products, Engineered Systems and Professional Services

SON Number: 98000-000001112

Addendum Number: 03 Dated: May 4, 2015

Email address: Procurement2@gta.ga.gov

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

1.17 Schedule of Events

Changed and should read:

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

Note: Review Carefully!

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

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

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

Mythics, Inc.
Firm Name

Deonte J. Watters
Printed Name

5/19/2015
Date

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Exceptions, Additional Contract Terms, and Response Clarifications

Exception

1. **Section 1.10 Agreement Term**: Mythics, Inc. wishes to take exception to this section of the solicitatoin and proposes to revise the third sentence to read as follows:

   There may be up to five (5) one-year renewals of the term ~~at the sole discretion of the GTA~~ as mutually agreed upon in writing by GTA and Mythics.

Additional Contract Terms and Conditions

1. **Mythics License and Services Agreement (MLSA):** Mythics' proposes that GTA replace the license agreement in Appendix K with the then-current version of the MLSA serve as the terms and conditions governing the use of the Oracle products and services under any resulting contract. The GTA license agreement currently attached to the solicitation does not contain all of the required oracle terms. Use of the MLSA will ensure that the end user license agreement attached to any resulting contract is Oracle compliant. If down selected to advance to the negotiation round of discussions, Mythics has some limited flexibility in negotiating some of the administrative portions of the MLSA. A copy of Mythics then-current version of the MLSA has been provided in Attachment A for GTA's review.

2. **Changes**. In the event of a change to the distribution agreement between Mythics and Oracle, changes to the license definitions and rules and/or changes to the Global Price Lists, Mythics may submit such changes as Oracle requires under Oracle's distribution agreement in writing to GTA for review. GTA shall have thirty (30) days to accept or reject those changes. In the event GTA accepts the new terms and conditions, GTA shall notify Mythics in writing of such acceptance and the parties will execute an Amendment to the Contract to incorporate such changes. If GTA rejects the proposed changes or fails to respond to Mythics' request within thirty (30) days of receiving notice from Mythics, Mythics may terminate this Contract."

3. **Education Services Agreement**: Mythics proposes to incorporate the terms and conditions of the Education Services Agreement into any resulting contract awarded by GTA. The Educational Services Agreement shall govern the Oracle Education Services, Learning Credits or programs ordered under the contract. A Copy of the Education Services Agreement has been provided in Attachment B for GTA's review.

Response Clarification

1. **Oracle Professional Services:** Mythics' Oracle Professional Services offering will consist of Oracle and/or Mythics Consulting resources (including approved subcontractors) to deliver the consulting and training services provided under the contract. Pricing provided for Oracle Professional Services in "Appendix J: Reseller Pricing Statement Questionnaire" are exclusive of travel and expenses.

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Mythics License and Services Agreement - Attachment A

A. Agreement/Definitions
This Agreement is between you and Mythics, Inc. ("Mythics"), an authorized Oracle Value Added Reseller. "You" and "your" refers to the individual or legal entity that has executed this agreement ("agreement") and ordered Programs and/or Services from Mythics. The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the Programs with which the ancillary Programs are delivered. The term "Program documentation" refers to the Program user manual and program installation manuals. The term "Programs" refers to the software owned or distributed by Oracle America, Inc. ("Oracle") which you have ordered, Program documentation, and any Program updates acquired through technical support. For all program licenses, the "commencement date" is the date of shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required. The period of performance for all services for the Programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required. The term "Services" refers to technical support, education, hosted/outsourcing services, consulting or other services which you have ordered. The term "end user license agreement" refers to this agreement granting you the right to use the Programs and/or Services. The term "Hardware" is defined as the Hardware equipment, including components, options and spare parts. The term "Operating System" refers to the software that manages Hardware for Programs and other software. The term "Integrated Software" is defined as software embedded in the Hardware which is essential to Hardware functionality (e.g., firmware). The term "Integrated Software Options" refers to software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that you must separately order and agree to pay additional fees. The term "Products" refers to Programs, Hardware, Integrated Software and Operating System. Oracle shall be a third party beneficiary of this agreement.

B. Applicability of Agreement
This agreement is valid for the order to which this agreement accompanies or to which it is specifically incorporated into by reference.

C. Rights Granted
Upon Mythics' acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the ordering document), limited right to use the Programs, Hardware, Operating System, the Integrated Software, and the Integrated Software Options 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. You may allow your agents and contractors (including, without limitation, outsourcers) to use the Programs for this purpose and you are responsible for their compliance with this agreement in such use. For Programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this agreement. Oracle may deliver source code as part of its standard delivery for particular Programs, Operating System, Integrated Software, or Integrated Software Options; all source code delivered by Oracle is subject to the terms of the agreement, the applicable order and the applicable program documentation. Your use of the Programs, Hardware, Operating System, the Integrated Software, and the Integrated Software Options is limited to use by the legal entity that executes this Agreement. If accepted, Mythics 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 documentation online at http://oracle.com/contracts. Services are provided based on Oracle's policies for the applicable Services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order (except technical support Services, which are as specified in section H of this agreement). Upon payment for Services, you have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for your internal business operations anything developed by Oracle or Mythics and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms provided in the ordering document.

The Services provided under this agreement may be related to your license to use Programs which you acquire under a separate order. The agreement referenced in that order shall govern your use of such Programs. Any Services acquired from Oracle or Mythics 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, Hardware, the Operating System, Integrated Software, and Integrated Software Options. Oracle retains all ownership and intellectual property rights to anything developed and delivered under this agreement resulting from Services provided by Oracle. Title to the Programs, Operating System, Integrated Software and/or Integrated Software Options is retained by Oracle and shall not pass to you or any third party. You are prohibited from duplicating the Programs, Operating System, Integrated Software and/or Integrated Software Options except that you may make a sufficient number of copies of each Program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle Programs and/or

Hardware is specified in the Program documentation, readme files and/or Hardware 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/or Hardware documentation and not under the terms of this agreement.

You may not:

- remove or modify any Program or Hardware, Operating System, Integrated Software and/or Integrated Software Options markings or any notice of Oracle's or its licensors' proprietary rights;
- make the Programs, Operating System, Integrated Software, Integrated Software Options and/or materials resulting from the Services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the Services you have acquired) and you may not provide any timesharing, hosting, outsourcing, subscription service or rental use of the Programs;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs, Operating System, Integrated Software and/or Integrated Software Options (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
- publish results of any Program benchmark tests run on the Programs and/or Hardware without Oracle's prior written consent;

E. Warranties, Disclaimers and Exclusive Remedies

1. Program Warranty

Mythics 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 Mythics and Oracle of any Program warranty deficiency within one year after delivery. Mythics and Oracle also warrant that Services ordered will be provided in a professional manner consistent with industry standards. You must notify Mythics and Oracle of any Services warranty deficiencies within 90 days from performance of the deficient Services.

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

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND MYTHICS' AND ORACLE'S ENTIRE LIABILITY, SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE OR MYTHICS CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO MYTHICS 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 MYTHICS OR ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO MYTHICS FOR THE DEFICIENT SERVICES.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. Hardware Warranty

Mythics provides a limited warranty ("Oracle Hardware Warranty") for (i) the Hardware, (ii) the Operating System and the Integrated Software and the Integrated Software Options, and (iii) the Operating System media, the Integrated Software media and the Integrated Software Options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Mythics warrants that the Hardware will be free from, and using the Operating System and Integrated Software and Integrated Software Options will not cause in the Hardware, material defects in materials and workmanship for one year from the date the Hardware is delivered to You. Mythics warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at http://www.oracle.com/us/support/policies/index.html ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to Hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to Hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The Hardware may be new or like new. The Oracle Hardware Warranty applies to Hardware that is new and Hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

Mythics also warrants that technical support Services and Hardware-related Service Offerings (as referenced in Section 3 above) ordered and provided under this Agreement will be provided in a professional manner consistent with industry standards. You must notify Mythics of any technical support service or Hardware-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Service Offerings.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND MYTHICS' ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID FOR THE DEFECTIVE HARDWARE ITEM AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE HARDWARE ITEM; OR (ii) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, IF MYTHICS OR ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Replacement units for defective parts or Hardware Items replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the Hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or Hardware Items shall transfer back to Oracle upon removal from the Hardware.

MYTHICS DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, INTEGRATED SOFTWARE OPTIONS OR MEDIA.

No warranty will apply to any Hardware, Operating System, Integrated Software, Integrated Software Options or media which has been:

1. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware);
2. maltreated or used in a manner other than in accordance with the relevant documentation;
3. repaired by any third party in a manner which fails to meet Oracle's quality standards;
4. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
5. used with equipment or software not covered by an Oracle warranty, to the extent that the problems are attributable to such use;
6. relocated, to the extent that problems are attributable to such relocation;
7. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
8. used by parties appearing on the then-current U.S. export exclusion list;
9. relocated to countries subject to U.S. trade embargo or restrictions;
10. used remotely to facilitate any activities for parties or in the countries appearing on the then-current U.S. export exclusion list or subject to U.S. trade embargo or restrictions; or
11. purchased from any entity other than Oracle, Mythics, or an Oracle authorized reseller.

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

The above warranty is the Oracle Hardware Warranty in effect as of the date of this Agreement. For future Hardware purchases under this Agreement, the Oracle Hardware Warranty shall be the warranty in effect at the time of purchase.

F. Trial Programs

You may order trial Programs, or Mythics or Oracle may include additional Programs or Programs on the Hardware (e.g., Exadata Storage Server software) with your order and you are not authorized to use those Programs unless you have a license specifically granting you the right to do so; however, you may use those additional Programs for trial, non-production purposes for up to 30 days from the date of delivery provided that 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 Mythics or Oracle. 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 and Mythics do not provide technical support or offer any warranties for these Programs.

G. Indemnification

Notwithstanding anything to the contrary in this agreement, if a third party makes a claim against either you, Mythics and/or Oracle ("Recipient" which may refer to you, Mythics and/or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you, Mythics and/or Oracle ("Provider" which may refer to you, Mythics and/or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the

court to the third party claiming infringement or the settlement agreed to by the Provider if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim, (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

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

The term "Material", as used within this Section, shall include the Hardware and Programs. Provided you are a current subscriber to Oracle technical support Services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which you are/were a subscriber to the applicable Oracle technical support Services (i) the phrase "Material" under this section of the agreement shall include the Operating System and the Integrated Software and (ii) the phrase "program(s)" in this section of the agreement is replaced by the phrase "program(s) or the Operating System, Integrated Software, or Integrated Software Options (as applicable)" (i.e., Mythics or Oracle will not indemnify you for your use of the Operating System, Integrated Software, and/or Integrated Software Options when you are/were not a subscriber to the applicable Oracle technical support Services). Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, Mythics or Oracle will not indemnify you for materials that are not part of the Oracle Linux covered files as defined at http:// www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf.

H. Technical Support

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For purposes of the ordering document, technical support consists of annual technical support Services you may have ordered for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the Services are provided. You acknowledge that the technical support policies are incorporated in this agreement and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of Services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the 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. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually.

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

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

Oracle Hardware and Systems Support is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

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 Mythics 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 Hardware and Programs ordered and/or Services received under this agreement plus related taxes and expenses. If Mythics or Oracle ends the license for a program under the Indemnification section, you must pay within 30 days all amounts remaining unpaid for Services related to such license plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use theHardware, Programs and/or Services ordered. 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 Hardware, Programs and/or Services that are subject to such contract. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, and others that by their nature

are intended to survive. Upon the termination of this agreement you shall discontinue use and destroy or return to Mythics all copies of Programs and documentation.

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

J. Fees and Taxes

Program fees are invoiced as of the commencement date for the Programs. All fees payable to Mythics are due within 30 days from the invoice date unless otherwise stated on your ordering document accepted by Mythics. 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. Also, you will reimburse Mythics for pre-approved reasonable expenses related to providing the Services. Fees for Services listed in an ordering document are exclusive of taxes and expenses. You agree that you have not relied on the future availability of any Hardware, Programs or updates in entering into this agreement and the payment obligations in your ordering document; however, (a) if you order SULS for Programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under such order, if-and-when available, in accordance with Oracle's then current technical support policies and (b) the preceding sentence does not change the rights granted to you for any Program licensed under your ordering document, per the terms of your ordering document and this agreement.

You agree to pay finance charges of 18% annually (1.5% monthly), or the highest rate permitted by applicable law, whichever is lower, on any amount, which becomes past due after the payment due date. In the event that any legal action is taken in order to collect any outstanding amount due, you agree, subject to applicable law, to pay for any reasonable costs of collection, including reasonable attorney fees. Failure to make payments in the manner set forth above shall constitute a default, which shall constitute grounds for an immediate injunction prohibiting the continued use of the Programs and/or Services. You agree that Mythics has the right to cancel your support due to non-payment.

K. Nondisclosure

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

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

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

Integrated Software, Integrated Software Options and/or Services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Programs, Hardware, Operating System, Integrated Software, Integrated Software Options 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 Mythics ordering document shall supersede the terms in any purchase order or other non-Mythics document and no terms included in any such purchase order or other non-Mythics document shall apply to the Programs, Hardware, Operating System, Integrated Software, Integrated Software Options and/or Services ordered. This agreement and ordering documents 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. Any notice required under this agreement shall be provided to the other party in writing.

M. Limitation of Liability

SUBJECT TO THE INDEMNIFICATION PROVISIONS HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING FROM USE OF THE PROGRAMS. SUBJECT TO THE INDEMNIFICATION PROVISIONS HEREIN, MYTHICS' 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 MYTHICS UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID MYTHICS FOR THE DEFICIENT PROGRAM, HARDWARE OR SERVICES GIVING RISE TO THE LIABILITY.

N. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Programs and Hardware (including any Integrated Software, Integrated Software Options, and Operating System(s)). You agree that such export laws govern your use of the Programs (including technical data), Hardware (including any Integrated Software, Integrated Software Options, and Operating System(s)) 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, Hardware (including any Integrated Software, Integrated Software Options, and Operating System(s)) 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. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the Programs and Hardware (including any Integrated Software, Integrated Software Options, and Operating System(s)): 'These commodities, technology, software, or Hardware (including any Integrated Software, Integrated Software Options, and Operating System(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.

O. Other

1. This agreement is governed by the substantive and procedural laws of Virginia, and you and Mythics agree to submit to the exclusive jurisdiction of, and venue in, the federal courts in the Eastern District of Virginia, or the state courts in Virginia Beach, VA in any dispute arising out of or relating to this agreement.

2. If you have a dispute with Mythics or if you wish to provide a notice under the Indemnification section of this agreement, you will promptly send written notice to: Mythics, Inc., 1439 N. Great Neck Rd. Suite 201, Virginia Beach, VA 23454, Attention: General Counsel, Legal Department.

3. You may not assign this agreement or give or transfer the Programs, the Operating System, the Integrated Software, the Integrated Software Options, and/or any Services or an interest in them to another individual or entity. If you grant a security interest in the Programs, the Operating System, the Integrated Software, the Integrated Software Options, and/or any Services deliverables, the secured party has no right to use or transfer the Programs, the Operating System, the Integrated Software, the Integrated Software Options, and/or any Services deliverables, and if you decide to finance your acquisition of the Hardware, Programs, Operating System, Integrated Software, Integrated Software Options and/or any Services, you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

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 two years after the cause of action has accrued.

5. Upon 45 days written notice, Mythics (or Oracle, who may be assigned Mythics' audit rights or be provided with the audit results) may audit your use of the Programs, Operating System, Integrated Software and Integrated Software Options. You agree to cooperate with Mythics' or Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the Programs, Operating System, Integrated Software and Integrated Software Options in excess of your license rights. If you do not pay, Mythics or Oracle can end your (a) technical support, licenses and/or this agreement (b) Service Offerings (including technical support) related to the Operating System, Integrated Software and Integrated Software Options, (c) licenses of the Operating System, Integrated Software and Integrated Software Options ordered under this amendment and related agreements. You agree that Mythics and Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

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

7. Oracle shall not be required to perform any obligations or incur any liability not expressly set forth herein. Oracle is not liable for nor bound by the acts of any third party firm, including Mythics, that is retained by you to provide computer consulting Services. Such firms are independent of Oracle and not Oracle's agents.

8. Oracle Programs, including documentation, delivered to U.S. Government end users are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR") and agency-specific supplemental regulations. As such, use, duplication, disclosure, modification, and adaptation of the Programs, including documentation, shall be subject to the license and license restrictions set forth in this Agreement, and to the extent applicable, the additional rights set forth in FAR 52.227-19, Commercial Computer Software- Restricted Rights (June 1987).

9. Oracle disclaims, to the extent permitted by applicable law, liability for (a) any damages, whether direct, indirect, incidental, special, punitive, or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Programs.

P. Force Majeure

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

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 that are listed in Exhibit A attached hereto and are incorporated in and made a part of this agreement. These license rules are current as of the date of this Agreement. However, Oracle's license rules and definitions are subject to change for future purchases referencing this agreement.

The effective date of this agreement shall be _____, 2015.
(to be completed by Mythics)

MYTHICS, INC.	**Company Name:**
_____	
By: _____	By:
(Signature)	(Signature)
_____	_____
(Printed Name and Title)	(Printed Name and Title)
Date: _____	
Date: _____	

[illegible]

Mythics License and Services Agreement
Hardware Terms Exhibit

A. Terms Specific to Hardware and Hardware Support Services

1. Hardware Composition

a. Your Hardware order consists of the following items: Operating System (as defined in your configuration), integrated software, and all Hardware equipment (including components, options and spare parts) specified on the applicable order. Your Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until you separately order them and agree to pay additional fees. You have the right to use the Operating System delivered with the Hardware subject to the terms of the license agreement(s) delivered with the Hardware. Current versions of the license agreements are located at http://oracle.com/contracts. You are licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part of the Hardware.

b. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of this agreement and the applicable documentation. You are licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of, the Hardware. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software Options that you separately order subject to the terms of this agreement, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of this agreement. You are licensed to use those Integrated Software Options and any Integrated Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To fully understand your license right to any Integrated Software Options that you separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the agreement and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

c. The Operating System, Integrated Software and/or Integrated Software Options may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the Operating System, Integrated Software, and Integrated Software Options under such terms are not restricted in any way by the agreement including this amendment. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Integrated Software and Integrated Software Options.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code you received as binaries on physical media, you may receive a copy of the source code ("source code") on media via postal service by submitting a written request at http://www.oracle.com/technetwork/opensource/index.html. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500

Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the Product, Your name, your company name (if applicable), your return mailing address, and Your email address. Certain source distributions require a fee for physical media; in such case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of the last delivery of the applicable Product, or in the case of code licensed under the GPLv3, You may send a request for as long as Oracle offers spare parts or technical support for the applicable Product model. This offer only applies if you received Your Operating System, Integrated Software or Integrated Software Options on physical media.

d. Not all Hardware contains Integrated Software Options; please refer to the Oracle Integrated Software Software Options License Rules") for Options License Definitions, Rules and Metrics accessible at http://oracle.com/contracts (the "Integrated the specific Integrated Software Options that may apply to specific Hardware. Oracle reserves the right to designate new software features as Integrated Software Options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules

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

2. Use Restriction

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

3. Hardware Related Service Offerings

In addition to technical support, You may order a limited number of Hardware-related Service Offerings under this agreement as listed in the Hardware-Related Service Offerings document, which is at http://oracle.com/contracts. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to Your license to use products owned or distributed by Oracle or Mythics which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such products. Upon payment for Hardware-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Agreement. However, certain deliverables may be subject to additional license terms provided in the ordering document.

4. Delivery, Installation and Acceptance of Hardware

a. You are responsible for installation of the Hardware, unless you purchase installation Services from Mythics or Oracle with respect to such Hardware.

b. Mythics or Oracle will deliver the Hardware to the delivery address specified by you on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified on the order. The applicable country specific Hardware shipping terms are located in the Order and Delivery Policies, which may be accessed at http://oracle.com/contracts.

c. Acceptance of the Hardware occurs on delivery.

d. Mythics or Oracle may make and invoice you for partial deliveries.

e. Mythics or Oracle may make product substitutions and modifications that do not cause a material adverse effect in overall Hardware performance.

f. Mythics or Oracle will use its reasonable commercial efforts to deliver the Hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of Hardware that you have ordered.

5. Transfer of Title

Title to the Hardware will transfer upon delivery.

B. General Terms

1. Commencement Date

For the Hardware, Operating System and Integrated Software, the commencement date shall be the date the Hardware is delivered. The period of performance for all related Services is effective upon delivery of Hardware or upon the effective date of the order if shipment of Hardware is not required. For Integrated Software Options, the Commencement Date refers to the date that Mythics accepts and submits to Oracle Your order for an Integrated Software Option.

2. Territory

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

b. The Program licenses shall be for use as designated on each order.

3. Pricing, Invoicing, and Payment Obligation

a. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

You may change a Hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at http://oracle.com/contracts.

b. In entering into payment obligations under an order, you agree and acknowledge that you have not relied on the future availability of any Hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the agreement, 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 under an order and the agreement.

c. You understand that you may receive multiple invoices for the products and/or Services you ordered.

d. Hardware and Integrated Software Options fees are invoiced as of the respective Commencement Dates.

e. Unless otherwise agreed, Hardware-related Service Offering fees are invoiced in advance of the Hardware-related Service Offering performance; specifically, technical support fees are invoiced annually in advance. The period of performance for all Hardware-related Service Offerings is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

f. In addition to the prices listed on the order, you will be invoiced for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at http://oracle.com/contracts.

4. Segmentation

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings you may receive or have received from Mythics or Oracle. You understand that you may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings.

EXHIBIT A
Definitions and License Metrics

$M Annual Transaction Volume: is defined as one million U.S. dollars ($1,000,000) in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by you and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

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

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

Application Developed: is defined as a software Program developed by You that operates on smart-phones and/or other end user devices and that (i) provides end users with access to content or (ii) provides end users with end user transaction enablement or (iii) otherwise enables use by end users of functions available through the Oracle run-time Program.

Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing and JD Edwards Supplier Self Service programs, use by your external suppliers is included with your application user licenses. For the purposes of the Oracle Financial Services Operational Risk Solution Program, employees who are just contributing information to the Program via the applicable user interface shall not be counted as application users.

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

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

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

Chassis: is defined as a physical enclosure containing hardware. For the purposes of the following Programs: Oracle Fabric Manager and Oracle Fabric Monitor, only the chassis (a) that contain networking hardware and (b) that are managed by the Program must be counted for the purpose of determining the number of licenses required.

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

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

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

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

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

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

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

CPU: is defined as a chip that contains a collection of one or more cores on which the Program is running. Regardless of the number of cores, each chip counts as 1 CPU.

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

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

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

Oracle Customer Data & Device Retention Service: is defined as a service for which the description may be found in the Technical Support Policies section (Oracle Hardware and Systems Support Policies) at www.oracle.com/contracts and which is incorporated by reference.

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

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

Disk Drive: is defined as a spinning media device that stores data accessed by the Oracle Exadata Storage Server Software program.

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

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

Employee for HCM: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees for HCM and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees for HCM: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. Employees for HCM may only use the licensed Programs with Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name.

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

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

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

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

in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise Trainees as of such date.

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

Enterprise $M in Freight Under Management: $M Freight Under Management is defined as one million U.S. dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid). The value of these program licenses is determined by the amount of Enterprise $M Freight Under Management. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M Freight Under Management as of the effective date of your order. If at any time the amount of Enterprise $M Freight Under Management exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Freight Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Freight Under Management. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise $M Freight Under Management as of such date.

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

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

each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise $M in Revenue as of such date.

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

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

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

Flash Drive: is defined as a front mounted solid state media device that stores data accessed by the Program.

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

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

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

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

Installation Services, Start-Up Packs, and Configuration/Upgrade Services: is defined as a service(s) for which the description may be found in the Advanced Customer Support Services section at www.oracle.com/contracts and which is incorporated by reference.

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

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at http://www.oracle.com/education under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time you order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when you order the relevant product or service. The list price will be reduced by applying the discount specified to you by Oracle. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses.

Learning credits are valid for a period of 12 months from the date your order is accepted by Oracle, and you must acquire products and must use any acquired services prior to the end of such period. You may only use learning credits in the country in which you acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

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

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

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

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

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

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

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

MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription, and MySQL Standard Edition Annual Subscription: are defined as the right to use the specified program(s) in accordance with the applicable license metric and to receive Oracle Software Update

License & Support for the specified program(s) and for MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL Community Edition does not include updates of any kind. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in your ordering document. If your order was placed through the Oracle Store, then the effective date is the date your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. You must obtain a subscription license for all servers where MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition are deployed and for all servers where MySQL Community Edition is deployed. If you obtain Oracle Software Update License & Support services for any servers where MySQL Community Edition is deployed, then you must also purchase a subscription license for all of such servers for which you have obtained Oracle Software Update License & Support services. You may obtain Oracle Software Update License & Support services for the MySQL Community Edition subscription licenses at any level (e.g. at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL Standard Edition level). At the end of the specified term, you may renew your subscription, if available, at the then current fees for the applicable subscription. If you choose not to renew your subscription, your right to use the program(s) will terminate and you must de-install all applications, tools, and binaries provided to you under the applicable non-Community Edition license (e.g. the license for MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition.) If you do not renew a subscription, you will not receive any updates (including patches or subsequent versions) and you may also be subject to reinstatement fees if you later choose to reactivate your subscription.

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

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

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

For the purposes of the following Programs: Data Masking and Subsetting Pack and Data Masking and Subsetting Pack for Non-Oracle Databases, only (a) the users of the database servers where masked data or data subsets originate and (b) the users of the database servers performing the masking or subsetting operations (via GUI or command line) must be counted for the purpose of determining the number of licenses required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the purposes of the following Programs: Data Masking and Subsetting Pack and Data Masking and Subsetting Pack for Non-Oracle Databases, only (a) the processors running the database servers where masked data or data subsets originate and (b) the processors running the database servers performing the masking or subsetting operations (via GUI or command line) must be counted for the purpose of determining the number of licenses required.

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

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

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

For the purposes of the following programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator and Application Adapter for Data Integration, and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache program is installed and/or running must be counted for the purpose of determining the number of licenses required.

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

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

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

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

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

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

500,000 Queries Per Day: is defined as five hundred thousand queries from midnight to the next midnight (e.g. a day) to the production MDEX engine, including but not limited to: text searches; changes to facet (refinement); page up/down through results (any text box query, change in facet selection, change in results viewed. Queries that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed queries. You may also use the programs for nonproduction uses, including but not limited to development, quality assurance, and performance testing.

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

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

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

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

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

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

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

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

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

For the purposes of the Supplier Lifecycle Management and Supplier Hub programs, a record is defined as a unique business entity or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub programs.

For the purposes of the Life Sciences Customer Hub program, a record is defined as the number of unique customer database records stored in such program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer Hub program.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator Program.

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

250,000 Requests Per Day: is defined as two hundred fifty thousand requests from midnight to the next midnight (e.g., a day) in the production systems. Requests that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed requests. You may also use the Program for non-production uses, including but not limited to development, quality assurance, and performance testing.

For the purposes of the following Program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Servlet Pipeline made by web browsers or via web service calls in the production systems, including, but not limited to: JSP page requests; Ajax requests; REST service requests; SOAP service requests; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

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

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

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

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

Rule Set: is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

Server: is defined as the computer on which the programs are installed. A Server license allows you to use the licensed program on a single specified computer.

For the purposes of Acme Packet Programs, a Server in a virtual environment is defined as a virtual machine image.
For the purposes of Tekelec Programs, a Server in a virtualized environment is not counted as a Server.

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

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

Socket: is defined as a slot that houses a chip (or a multi-chip module) that contains a collection of one or more cores. Regardless of the number of cores, each chip (or multi-chip module) shall count as a single socket. All occupied sockets on which the program is installed and/or running must be licensed.

Oracle Solaris Premier Subscription for Non-Oracle Hardware per socket: is defined as the right to use the Oracle Solaris programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris programs), for the term specified in the ordering document. "Oracle Solaris programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris programs may contain third party technology. Oracle may provide certain notices to you in program documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to you either under the terms of the agreement, or if specified in the program documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement. The Oracle Solaris programs may include or be distributed with certain separately licensed components that are part of Java SE ("Java SE"). Java SE and all components associated with it are licensed to you under the terms of the Oracle Binary Code License Agreement for the Java SE Platform Products, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products can be found at www.oracle.com/contracts.

This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at http://www.sun.com/bigadmin/hcl. You must obtain a subscription license for each socket in the server. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in your ordering document. If your order was placed through the Oracle Store, then the effective date is the date your order was accepted by Oracle. Oracle Premier Support for Operating System services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of the specified term, you may renew your subscription, if available, at the then current fees for this subscription.

If your order specifies **"1 – 4 socket server"** then you may only use the subscription on a server with not more than 4 sockets. If your order specifies **"5+ socket server"** then you may use the subscription for servers with any number of sockets.

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.

Sun Ray Device: is defined as the Sun Ray computer on which the Program is running.

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

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

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

Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first and second renewal years the fee for SULS, will not increase by more than 4% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

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

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

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

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

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

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

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

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

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

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

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

Term Designation

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

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

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

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

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

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

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

- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Oracle Database Standard Edition, when used with Oracle Real Application Clusters, may only be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application

programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.

- With respect to the Java SE Advanced and Java SE Suite programs, you may not create, modify, or change the behavior of, or authorize your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at http://oracle.com/contracts. Additional copyright notices and license terms applicable to portions of the programs are set forth at http://oracle.com/contracts.
  - Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera. For those prefixes designated above with a "*" not all programs with that prefix are eligible for use with the "for Oracle Applications" limited use programs. For a list of excluded programs please review the Applications Licensing Table, which may be accessed at http://oracle.com/contracts. Notwithstanding anything above, Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics programs. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the following programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition; and Oracle Project Analytics. Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.
- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and, other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.
- Oracle Business Intelligence Foundation for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Foundation Suite); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Foundation Suite); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.

• Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.

• Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.

• Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.

• Oracle WebCenter Portal for Oracle Applications may be used only to surface eligible Oracle Application(s) and custom applications (collectively, "eligible applications"). Surfacing any third-party applications, including other applications from Oracle, requires a license for Oracle WebCenter Portal. Multiple eligible applications may be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter services (e.g., wikis, blogs, and discussions) into an application context, as well as to build out custom workflows and notifications between the eligible application and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Oracle Applications program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.

• Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify pre-packaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's) from Oracle Application workflows. A license for WebCenter Imaging for Oracle Applications is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, to develop custom workflows, and to invoke APIs from custom workflows or custom application integrations.

• Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications

• Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.

• Oracle GoldenGate for Oracle Applications may only be used with the Oracle supplied integration jobs. Customization of the Oracle supplied integration jobs is allowed if necessitated by (i) customizations of the source application or of the target application or (ii) for performance tuning of the GoldenGate configuration. Oracle GoldenGate for Oracle Applications may not be used (i) for data replication to non-Oracle databases or (ii) by other Oracle applications or (iii) by third party applications for any type of data integration or replication purposes. For the avoidance of doubt, examples of other uses that are not permitted include, but are not limited to, the following: replicating data to non-Oracle databases (including MySQL), adding new source or target schemas, adding unsupported application modules to source or target

schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.

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

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

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

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

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
NoSQL Database Enterprise Edition	25 Named User Plus per Processor
Times Ten-In Memory Database	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
Data Integrator Enterprise Edition	25 Named Users Plus per Processor
GoldenGate	25 Named Users Plus per Processor
GoldenGate for Non Oracle Database	25 Named Users Plus per Processor
GoldenGate for Mainframe	25 Named Users Plus per Processor
GoldenGate for Veridata	25 Named Users Plus per Processor
GoldenGate for Teradata Replication Services	25 Named Users Plus per Processor
Data Integrator Enterprise Edition for Oracle Applications	25 Named Users Plus per Processor
GoldenGate for Oracle Applications	25 Named Users Plus per Processor
Endeca Discovery Foundation for Oracle Applicaitons	25 Named Users Plus per Processor
Java SE Advanced	10 Named Users Plus per Processor
Java SE Suite	10 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
Web Tier	10 Named Users Plus per Processor
Coherence Standard Edition	10 Named Users Plus per Processor
Coherence Enterprise Edition	10 Named Users Plus per Processor

Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
GlassFish Server	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
API Gateway	10 Named Users Plus per Processor
BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Managed File Transfer	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor
Event Processing	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Unified Business Process Management Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Process Management Standard Edition	10 Named Users Plus per Processor
Applications Adapters	10 Named Users Plus per Processor
Oracle E-Business Suite Adapter	10 Named Users Plus per Processor
Integration Adapter for SAP R/3	10 Named Users Plus per Processor
Integration Adapter for JD Edwards World	10 Named Users Plus per Processor
Cloud Adapters	10 Named Users Plus per Processor
B2B for RosettaNet	10 Named Users Plus per Processor
B2B for EDI	10 Named Users Plus per Processor
Healthcare Adapter	10 Named Users Plus per Processor
B2B for ebXML	10 Named Users Plus per Processor
WebCenter Suite Plus	10 Named Users Plus per Processor
WebCenter Portal	10 Named Users Plus per Processor
WebCenter Content	10 Named Users Plus per Processor
WebCenter Sites	10 Named Users Plus per Processor
WebCenter Sites Satellite Server	10 Named Users Plus per Processor
WebCenter Universal Content Management	10 Named Users Plus per Processor
WebCenter Imaging	10 Named Users Plus per Processor
WebCenter Forms Recognition	10 Named Users Plus per Processor
WebCenter Enterprise Capture	10 Named Users Plus per Processor
WebCenter Distributed Capture	10 Named Users Plus per Processor
WebCenter Real-Time Collaboration	10 Named Users Plus per Processor
WebCenter Sites Mobile Options	10 Named Users Plus per Processor
Enterprise Identity Services Suite	10 Named Users Plus per Processor
Identity Governance Suite	10 Named Users Plus per Processor
Access Management Suite Plus	10 Named Users Plus per Processor
Entitlements Server	10 Named Users Plus per Processor
Entitlements Server Security Model	10 Named Users Plus per Processor
Beehive Enterprise Collaboration Server	10 Named Users Plus per Processor

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

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

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

Column A	Column B
Database Enterprise Edition Options*- Multitenant Real Application Clusters, Real Application Clusters One Node, Partitioning, OLAP, Spatial and Graph, Advanced Security, Label Security, Database Vault, Active Data Guard, Real Application Testing, Advanced Compression, Retail Data Model, Communications Data Model Airlines Data Model Utilities Data Model **Database Enterprise Management***- Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack, Cloud Management Pack for Oracle Database.	Oracle Database Enterprise Edition
RDB Server Options*- TRACE	Rdb Enterprise Edition, CODASYL DBMS
WebLogic Suite Options**- BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Unified Business Process Management Suite Weblogic Coherence Grid Edition Option	WebLogic Suite
Application Server Enterprise Management**- WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition, Cloud Management Pack for Oracle Fusion Middleware Management Pack for Oracle Database Integrator	Associated application server program being managed by the program in Column A
Management Pack for Oracle Coherence**	Coherence Enterprise Edition, Coherence Grid Edition
Management Pack for Oracle GoldenGate*	GoldenGate, GoldenGate for Non Oracle Database, GoldenGate for Mainframe
Business Intelligence Server Enterprise Edition Options- Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing	Business Intelligence Server Enterprise Edition
Business Intelligence Suite Enterprise Edition Plus Option- Business Intelligence Management Pack	Business Intelligence Suite Enterprise Edition Plus

Beehive Platform Options- Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail	Beehive Platform
Management Pack for Oracle Data Integrator	Data Integrator Enterprise Edition Data Integrator and Application Adapter for Data Integration or Oracle Data Integrator Enterprise Edition for Oracle Applications
Hyperion Financial Data Quality Management Options- Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management Adapter for Financial Management Hyperion Financial Data Quality Management—Enterprise Adapter Suite Hyperion Financial Data Quality Management—Enterprise Edition ERP Source Adapter for SAP	Hyperion Financial Data Quality Management for Hyperion Enterprise
Hyperion Data Integration Management Options- Hyperion Data Integration Management Source Adapter, Hyperion Data Integration Management Team Based Development	Hyperion Data Integration Management

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

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

Licensing Rules for ATG Applications

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

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

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

Licensing Rules for JD Edwards Applications

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

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

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

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

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

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

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

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

• The Technology Foundation and Technology Foundation Upgrade programs each include the following "IBM Components": IBM DB2 Universal Database, IBM WebSphere Application Server and IBM WebSphere Portal (as contained in Collaborative Portal). IBM Components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. You may obtain a general license for any of the IBM Components by contracting directly with IBM or one of its authorized distributors. The development tools included in this

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

Licensing Rules for Oracle E-Business Suite Applications

• You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.
• The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
• The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
• The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
• The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
• The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program
• The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
• The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
• The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
• The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
• The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
• The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

Licensing Rules for PeopleSoft Applications

• You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.
• Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft/JD Edwards program table located at http://oracle.com/contracts for additional information.
• The programs listed below include a license to use Business Analysis Modeler – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order.
Integrated FieldService, Marketing, Mobile Sales, Online Marketing, Order Capture, Order Capture Self Service, Sales, Support for Customer Self Service
• Your use of the Campus Self Service program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at http://oracle.com/contracts.
• PeopleTools - Enterprise Development shall be used solely to develop applications for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this program for the purpose of developing applications.
• Each PeopleTools - Enterprise Development Starter Kit program shall be used solely by 5 application users to develop applications containing no more than a total of 20 components (as defined in the program

documentation) for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this program for the purpose of developing applications.

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

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

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

Licensing Rules for Primavera Applications

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

• For the purposes of the following Primavera programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, you acknowledge that you have both read and understand the limited Software Update License & Support services that are available for these programs, as described in Oracle's Technical Support Policies.

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

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

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

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

Licensing Rules for Siebel Applications

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

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

or otherwise freely exploit the programs, ancillary programs, program documentation, or any other materials provided by Oracle, or to permit third parties to do so.

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

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

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

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

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

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

Licensing Rules for Programs Licensed per UPK Module

• Oracle grants to you a non-exclusive, nontransferable license for your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying programs for your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying programs for your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that you have a valid license for the underlying program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by you using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by you solely for your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to you concerning your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by you as those contained in this agreement. Application and Employee User(s) of UPK programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Licensing Rules for MySQL Programs

The MySQL programs may contain third party technology. Oracle may provide certain notices to you in program documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to you either under the terms of the agreement, or if specified in the program documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement.

Oracle Integrated Software Options License Definitions, Rules and Metrics

Integrated Software Options - The following items may be embedded in, installed on, or activated on the Computer Equipment but are each designated as an Integrated Software Option:

Acme Packet 1100, 3820, 4500, 6100, 6300, or Netra X3-2 Server for Acme Packet

See end of Acme Packet list for Acme Packet metrics definitions.

Acme Packet 1100 only

• Oracle Enterprise Session Border Controller, SMB Edition (base fee) - Integrated Software Option - per Server Metric
• Oracle Enterprise Session Border Controller, SMB Edition - Integrated Software Option - per 5 Concurrent Sessions Metric
• Oracle Enterprise Session Border Controller, SMB Edition, Advanced - Integrated Software Option - per 5 Concurrent Sessions Metric

Acme Packet 3820 only

• Transcoding coder/decoder for Acme Packet 3820, AMR-NB - Integrated Software Option - per 25 Concurrent Sessions Metric
• Transcoding coder/decoder for Acme Packet 3820, AMR-WB (G.722.2) - Integrated Software Option - per 25 Concurrent Sessions Metric

Acme Packet 4500 only

• Oracle Communications Border Gateway - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Border Gateway (base fee) - Integrated Software Option - per Server Metric
• Oracle Communications Border Gateway, IPv4 to Ipv6 Interworking - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Border Gateway, Lawful Intercept - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Border Gateway, Quality of Service - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Security Gateway - Integrated Software Option - per 1K Tunnels Metric
• Oracle Communications Security Gateway (base fee) - Integrated Software Option - per Server Metric
• Oracle Communications Subscriber-Aware Load Balancer - Integrated Software Option - per 20K Endpoints Metric
• Oracle Communications Subscriber-Aware Load Balancer (base fee) – Integrated Software Option – per Server Metric
• Oracle Communications Tunneled Session Controller - Integrated Software Option - per 100 Tunnels Metric
• Oracle Communications Tunneled Session Controller (base fee) - Integrated Software Option - per Server Metric
• Transcoding coder/decoder for Acme Packet 4500, AMR-NB - Integrated Software Option - per 25 Concurrent Sessions Metric
• Transcoding coder/decoder for Acme Packet 4500, AMR-WB (G.722.2) - Integrated Software Option - per 25 Concurrent Sessions Metric

Acme Packet 6300 only

• Transcoding coder/decoder for Acme Packet 6300, AMR-NB - Integrated Software Option - per 25 Concurrent Sessions Metric
• Transcoding coder/decoder for Acme Packet 6300, AMR-WB (G.722.2) - Integrated Software Option - per 25 Concurrent Sessions Metric
• Transcoding coder/decoder for Acme Packet 6300, EVRC - Integrated Software Option - per 25 Concurrent Sessions Metric
• Transcoding coder/decoder for Acme Packet 6300, EVRCB - Integrated Software Option - per 25 Concurrent Sessions Metric

Acme Packet 3820 and 4500

• Oracle Enterprise Session Border Controller (base fee) - Integrated Software Option - per Server Metric
• Oracle Enterprise Session Border Controller Advanced - Integrated Software Option - per 25 Concurrent Sessions Metric

• Oracle Enterprise Session Border Controller Core - Integrated Software Option - per 25 Concurrent Sessions Metric
• Oracle Enterprise Session Border Controller, GSC - Integrated Software Option - per 25 Concurrent Sessions Metric

Acme Packet 3820, 4500, 6100 and 6300

• Oracle Communications Session Border Controller - Integrated Software Option - per 50 Concurrent Sessions Metric
• Oracle Communications Peering Session Border Controller - Integrated Software Option - per 50 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, Load Balancing - Integrated Software Option - per 50 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, Policy Server - Integrated Software Option - per 50 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, Routing - Integrated Software Option - per 50 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, Accounting - Integrated Software Option - per 50 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, IPSec Trunking - Integrated Software Option - per 50 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, Government Security Certification - Integrated Software Option - per 50 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, FIPS - Integrated Software Option - per 50 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, IWF Protocol - Integrated Software Option - per 50 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, Lawful Intercept - Integrated Software Option - per 50 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, Quality of Service - Integrated Software Option - per 50 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, SIPREC Session Recording - Integrated Software Option - per 50 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, IPv4 to IPv6 Interworking - Integrated Software Option - per 50 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, MSRP B2BUA - Integrated Software Option - per 50 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, SRTP - Integrated Software Option - per 50 Concurrent Sessions Metric
• Oracle Communications Peering Session Border Controller - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Session Border Controller - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Session Border Controller (base fee) - Integrated Software Option - per Server Metric
• Oracle Communications Session Border Controller, Accounting - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, FIPS - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, Government Security Certification - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Session Border Controller, IMS-AKA - Integrated Software Option - per 5K Endpoints Metric
• Oracle Communications Session Border Controller, IPSec Trunking - Integrated Software Option - per 500 Concurrent Sessions Metric

- Oracle Communications Session Border Controller, IPv4 to IPv6 Interworking - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Border Controller, IWF Protocol - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Border Controller, Lawful Intercept - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Border Controller, Load Balancing - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Border Controller, MSRP B2BUA - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Border Controller, Policy Server - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Border Controller, Quality of Service - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Border Controller, Routing - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Border Controller, SIPREC Session Recording - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Border Controller, SRTP - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Border Controller, TSC - Integrated Software Option - per 100 Tunnels Metric
- Oracle Communications Session Border Controller, USM - Integrated Software Option - per 20K Endpoints Metric
- Oracle Communications Session Router - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Router – Integrated Software Option - per 1K Messages per Second Metric
- Oracle Communications Session Router (base fee) - Integrated Software Option - per Server Metric
- Oracle Communications Session Router, Government Security Certification - Integrated Software Option - per 1K Messages per Second Metric
- Oracle Communications Session Router, Load Balancing - Integrated Software Option - per 1K Messages per Second Metric
- Oracle Communications Session Router, Accounting - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Router, FIPS - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Router, Government Security Certification - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Router, IPSec Trunking - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Router, Lawful Intercept - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Router, Load Balancing - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Session Router, Policy Server - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Unified Session Manager - Integrated Software Option - per 20K Endpoints Metric
- Oracle Communications Unified Session Manager - Integrated Software Option – per 500 Concurrent Sessions Metric
- Oracle Communications Unified Session Manager (base fee) - Integrated Software Option - per Server Metric
- Oracle Communications Unified Session Manager, Accounting - Integrated Software Option - per 500 Concurrent Sessions Metric
- Oracle Communications Unified Session Manager, Government Security Certification - Integrated Software Option - per 500 Concurrent Sessions Metric

• Oracle Communications Unified Session Manager, IPv4 to IPv6 Interworking - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Unified Session Manager, Lawful Intercept - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Unified Session Manager, Load balancing - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Unified Session Manager, Policy Server - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Unified Session Manager, Quality of Service - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Unified Session Manager, Routing - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Unified Session Manager, SRTP - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Unified Session Manager, SIPREC Session Recording - Integrated Software Option - per 500 Concurrent Sessions Metric
• Oracle Communications Unified Session Manager, IMS-AKA - Integrated Software Option - per 5K Endpoints Metric

Netra X3-2 Server for Acme Packet
• Oracle Communications Application Session Controller (base fee) - Integrated Software Option - per Server Metric
• Oracle Communications Application Session Controller - Integrated Software Option - per 25 Concurrent Sessions Metric
• Oracle Enterprise Communications Broker (base fee) - Integrated Software Option - per Server Metric
• Oracle Enterprise Communications Broker - Integrated Software Option - per 25 Concurrent Sessions Metric

Acme Packet Metrics Definitions
5 Concurrent Sessions is defined as a maximum of 5 established virtual connections (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) traversing the licensed software at any one time
25 Concurrent Sessions is defined as a maximum of 25 established virtual connections between two endpoints (with or without media anchoring) represented by subscriber devices or network switching equipment and traversing the licensed software at any one time.
50 Concurrent Sessions: is defined as a maximum of 50 established virtual connections between two endpoints (with or without media anchoring) represented by subscriber devices or network switching equipment and traversing the licensed software at any one time. For the purposes of the following programs: Oracle Communications Session Border Controller - SRTP and Oracle Communications Unified Session Manager - SRTP, only concurrent sessions with media anchoring and negotiating Secure Real-Time Transport Protocol are counted. For the purposes of the following programs: Oracle Communications Session Border Controller - MSRP B2BUA and Oracle Communications Unified Session Manager - MSRP B2BUA, only concurrent sessions with media anchoring and negotiating Message Session Relay Protocol are counted.
500 Concurrent Sessions is defined as a maximum of 500 established virtual connections between two endpoints (with or without media anchoring) represented by subscriber devices or network switching equipment and traversing the licensed software at any one time. For the purposes of the following programs: Oracle Communications Session Border Controller - SRTP and Oracle Communications Unified Session Manager - SRTP, only concurrent sessions with media anchoring and negotiating Secure Real-Time Transport Protocol are counted. For the purposes of the following programs: Oracle Communications Session Border Controller - MSRP B2BUA and Oracle Communications Unified Session Manager - MSRP B2BUA, only concurrent sessions with media anchoring and negotiating Message Session Relay Protocol are counted.
Device is defined as a network element being modeled, discovered or managed by the application.

• For the Oracle Communications Network Integrity, Discovery Manager programs, devices are discovered through either a third party discovery applications or through a network management system or an element management system (both as defined below). Your premise equipment (that is, terminating equipment located at your location and connected to the service provider's network) shall not be counted as a device. For the program above, (a) network management system is defined as a system that monitors and administers a network and the devices that are attached to the network and (b) an element management system is defined as a system that manages one or more of a specific type of telecommunications network element.

• For the Oracle Communications Network Intelligence programs, devices are modeled based on devices in inventory / network resource management systems. For the above program, an inventory/network resource management system is defined as a system that maintains physical and logical network inventory data (a) upon which to base decisions, (b) to establish and maintain the linkages among resources necessary to provide service, and (c) to integrate with other systems that depend on the resource tracking and assignment services.

• For the Oracle Communications Unified Inventory Management Devices program, devices are functionally independent components (e.g., physical shelves, chassis or units, logical devices, servers or elements). Logical or physical separation denotes different devices.

• For the Oracle Communications Session Element Manager program, the Oracle Communications Session Route Manager program and the Oracle Communications Session Report Manager program, a device is defined as managed when one or more of the fault, configuration, auditing, performance and security functions are in use.

5K Endpoints is defined as five thousand individual user devices identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted.

20K Endpoints is defined as twenty thousand individual user devices identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted.

1K Messages per Second is defined as one thousand messages that are each composed of an envelope that contains information required to accomplish transmission, delivery, and contents to the recipient. You must count all messages whether received or sent over a fixed period of time during peak usage.

Server is defined as the computer on which the programs are installed. A Server license allows you to use the licensed program on a single specified computer. For the purposes of Acme Packet programs, a Server in a virtual environment is defined as a virtual machine image.

100 Tunnels is defined as one hundred connections where one network protocol (the delivery protocol) encapsulates a different payload protocol. For the purpose of the following program: Oracle Communications Session Border Controller – TSC, only Tunneled Services Control Function (TSCF) tunnels must be counted.

1K Tunnels is defined as one thousand connections where one network protocol (the delivery protocol) encapsulates a different payload protocol.

Oracle Communications EAGLE

• Oracle Communications EAGLE - Integrated Software Option - per Node Metric (base fee)
• Oracle Communications EAGLE - Integrated Software Option - per 250K Transactions per Second Metric
• Oracle Communications EAGLE LNP Advanced Service Module Enabler - Integrated Software Option - per Card Metric
• Oracle Communications EAGLE LNP - Integrated Software Option - per Node Metric
• Oracle Communications EAGLE Advanced Service Module Enabler - Integrated Software Option - per Card Metric
• Oracle Communications EAGLE Mobile Number Portability - Integrated Software Option - per Node Metric
• L99416 Oracle Communications EAGLE Security and Fraud - Integrated Software Option - per Node Metric
• Oracle Communications EAGLE HLR Router - Integrated Software Option - per Node Metric
• Oracle Communications EAGLE Equipment Identity Register - Integrated Software Option - per Node Metric

• Oracle Communications EAGLE Global Title Translation Routing - Integrated Software Option - per Node Metric
• Oracle Communications EAGLE Triggerless ISUP Framework Routing - Integrated Software Option - per Node Metric
• Oracle Communications EAGLE Origin Based Routing - Integrated Software Option - per Node Metric
• Oracle Communications EAGLE Prepaid Routing - Integrated Software Option - per Node Metric
• Oracle Communications EAGLE SMS Routing - Integrated Software Option - per Node Metric
• Oracle Communications EAGLE Application Processor Provisioning - Integrated Software Option - per Card Metric (base fee)
• Oracle Communications EAGLE Application Processor Database Capacity - Integrated Software Option - per 500K DB Entries Metric
• Oracle Communications EAGLE Application Processor - Integrated Software Option - per Card Metric (base fee)
• Oracle Communications EAGLE LNP Application Processor - Integrated Software Option - per Card Metric (base fee)
• Oracle Communications EAGLE LNP Application Processor Database Capacity - Integrated Software Option - per 12M Entries Metric
• Oracle Communications EAGLE Service Handler 4 GB - Integrated Software Option - Per Card Metric
• Oracle Communications EAGLE Service Handler 8 GB - Integrated Software Option - Per Card Metric
• Oracle Communications EAGLE Ethernet A Traffic Handler - Integrated Software Option - Per Card Metric
• Oracle Communications EAGLE Ethernet B Traffic Handler - Integrated Software Option - Per Card Metric
• Oracle Communications EAGLE Asynchronous Transfer Mode A Traffic Handler - Integrated Software Option - Per Card Metric
• Oracle Communications EAGLE Asynchronous Transfer Mode B Traffic Handler - Integrated Software Option - Per Card Metric
• Oracle Communications EAGLE E1T1 A Traffic Handler - Integrated Software Option - Per Card Metric
• Oracle Communications EAGLE E1T1 B Traffic Handler - Integrated Software Option - Per Card Metric
• Oracle Communications EAGLE Suspicious Call Identification - Integrated Software Option - Per Node Metric
• Oracle Communications EAGLE Service Actions Probability and Flexibility - Integrated Software Option – Per Node Metric

Card is defined as one EAGLE system card.
500K DB Entries is defined as five hundred thousand database entries in the international number portability database.
12M LNP Entries is defined as twelve million Local Number Portability database entries in the local number portability database.
Node is defined as a set of servers managed by one Operations, Alarms and Measurements (OAM) function.
250K Transactions per Second (TPS) is defined as two hundred and fifty thousand transactions between client and server with explicit support of agents that contain a request message and a response message. The total number of new transactions for the entire system over a five second interval during peak usage divided by five must be counted.

Oracle MaxRep Replication Engine
• Oracle MaxRep Synchronous Replication - Integrated Software Option - per Terabyte Metric
• Oracle MaxRep Asynchronous Replication - Integrated Software Option - per Terabyte Metric
• Oracle MaxRep Synchronous Replication with Application Protection - Integrated Software Option - per Terabyte Metric
• Oracle MaxRep Asynchronous Replication with Application Protection - Integrated Software Option - per Terabyte Metric
Terabyte is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes. The number of terabyte licenses required is determined by the total capacity of all primary Filesystems or primary SAN LUNs being replicated.

Pillar Axiom 600 Storage Systems

- Pillar Axiom MaxRep Synchronous Replication - Integrated Software Option - per Terabyte Metric
- Pillar Axiom MaxRep Synchronous Replication Add-on - Integrated Software Option - per Terabyte Metric
- Pillar Axiom MaxRep Asynchronous Replication - Integrated Software Option - per Terabyte Metric
- Pillar Axiom MaxRep Asynchronous Replication Add-on - Integrated Software Option - per Terabyte Metric
- Pillar Axiom MaxRep Synchronous Replication with Application Protection - Integrated Software Option - per Terabyte Metric
- Pillar Axiom MaxRep Synchronous Replication with Application Protection Add-on - Integrated Software Option - per Terabyte Metric
- Pillar Axiom MaxRep Asynchronous Replication with Application Protection - Integrated Software Option - per Terabyte Metric
- Pillar Axiom MaxRep Asynchronous Replication with Application Protection Add-on- Integrated Software Option - per Terabyte Metric
- Pillar Axiom SecureWORMfs - Integrated Software Option - per Management Controller Metric
- Pillar Axiom Storage Domains - Integrated Software Option - per Management Controller Metric
- Pillar Axiom Copy Services Bundle - Integrated Software Option - per Management Controller Metric
- Pillar Axiom MaxRep Replication for NAS - Integrated Software Option - per Terabyte Metric

Management Controller is defined as the system component on which the data storage control policies are executed. For the Pillar Axiom, the Management Controller is the Pilot that consists of two 1U servers in an active/passive cluster. Only one Management Controller license is required per Pilot.
Terabyte is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes. For Pillar Axiom replication products, the number of terabyte licenses required is determined by the total capacity of all primary Filesystems or primary SAN LUNs being replicated.

SPARC SuperCluster T4-4

- Sun ZFS Storage Appliance Cloning - Integrated Software Option - per Management Controller Metric
- Sun ZFS Storage Appliance Replication - Integrated Software Option - per Management Controller Metric

Management Controller is defined as the system component on which the data storage control policies are executed. For Sun ZFS Storage Appliances, the Management Controller is the processor node that consists of one server running the Sun ZFS storage software. These processor nodes can be implemented as a single instance for a non-high availability system or as an active/passive cluster, in which case one license is required. The processor nodes can also be implemented as an active/active cluster, in which case two licenses are required.

StorageTek Tape Libraries

- StorageTek SL8500 Partitioning - Integrated Software Option - per Tape Library Metric. Requires activation file download.
- StorageTek SL8500 Partitioning (for after original system installation) - Integrated Software Option - per Tape Library Metric. Requires activation file download.
- StorageTek SL3000 Partitioning - Integrated Software Option - per Tape Library Metric. Requires activation file download.
- StorageTek SL3000 Partitioning (for after original system installation) - Integrated Software Option - per Tape Library Metric. Requires activation file download.
- StorageTek Tape Analytics for StorageTek SL8500 modular library system - Integrated Software Option - per Tape Library Metric
- StorageTek Tape Analytics for StorageTek SL3000 modular library system - Integrated Software Option - per Tape Library Metric
- StorageTek Tape Analytics for StorageTek SL500 or StorageTek SL150 modular library system - Integrated Software Option - per Tape Library Metric
- StorageTek Linear Tape File System, Library Edition for StorageTek SL8500 modular library system - Integrated Software Option - per Tape Library Metric

• StorageTek Linear Tape File System, Library Edition for StorageTek SL3000 modular library system - Integrated Software Option - per Tape Library Metric
• StorageTek Linear Tape File System, Library Edition for StorageTek SL150 modular library system - Integrated Software Option - per Tape Library Metric

Tape Library is defined as a mechanical device used to store and access magnetic tape media. Multiple Tape Libraries may be connected together via pass thru ports to form a Tape Library complex. Each Tape Library in a Tape Library complex must be licensed.

Sun ZFS Storage 7xxx Systems and ZFS Backup Appliance
• Sun ZFS Storage Appliance Cloning - Integrated Software Option - per Management Controller Metric
• Sun ZFS Storage Appliance Replication - Integrated Software Option - per Management Controller Metric
• Oracle Snap Management Utility for Oracle Database with Sun ZFS Storage 74xx - Integrated Software Option - per Management Controller Metric. Client software download required.
• Oracle Snap Management Utility for Oracle Database with Sun ZFS Storage 73xx - Integrated Software Option - per Management Controller Metric. Client software download required.
• Oracle Snap Management Utility for Oracle Database with Sun ZFS Storage 71xx - Integrated Software Option - per Management Controller Metric. Client software download required.

Management Controller is defined as the system component on which the data storage control policies are executed. For Sun ZFS Storage Appliances, the Management Controller is the processor node that consists of one server running the Sun ZFS storage software. These processor nodes can be implemented as a single instance for a non-high availability system or as an active/passive cluster, in which case one license is required. The processor nodes can also be implemented as an active/active cluster, in which case two licenses are required.

Mythics License and Services Agreement – MLSA Version HWSW 0115

Education Services Agreement – Attachment B

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 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 and Customer Satisfaction Policy is set forth at: http://www.oracle.com/us/education/termspolicies060112-1587247.html .

C. Travel and Expenses for Oracle personnel for on-site training courses will be reimbursed upon completion of each course. In lieu of actual receipts, an itemized breakdown of expenses will be provided upon request.

D. Force Majeure: Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other events outside of 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 services provided.

E. 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.

F. 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. It is expressly agreed that the terms of this agreement shall supersede the terms in any purchase order or other non-Mythics ordering document and no terms included in any such purchase order or non-Mythics ordering document shall apply to the Services ordered. 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.

G. 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.

H. 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.

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

Mythics, Inc.
Price Proposal

To

Georgia Technology Authority

Georgia Technology Authority

REQUEST FOR PROPOSAL NO. GTA 9800-0000001112
ORACLE RESELLER FOR SOFTWARE PRODUCTS, ENGINEERED SYSTEMS AND PROFESSIONAL SERVICES

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

19 May 2015

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TABLE OF CONTENTS

RESELLER PRICING STATEMENT QUESTIONNAIRE (REVISED) (APPENDIX J) 2

PRICING CLARIFICATION 3

PRICE BREAKDOWN WORKSHEET 4

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Reseller Pricing Statement Questionnaire (Revised) (Appendix J)

APPENDIX J

RESELLER PRICING STATEMENT QUESTIONNAIRE (REVISED)

Pricing Requirement	Reseller Response "Yes" / "No" *(Indicate in box below)*
Will Reseller offer a price discount of Oracle software products to the State of Georgia governmental entities that is equal to or better than other governmental entities?	Yes
Will Reseller offer a price discount of Oracle Engineered Systems to the State of Georgia governmental entities that is equal to or better than other governmental entities?	Yes
Will Reseller offer a price discount of Oracle Professional services to the State of Georgia governmental entities that is equal to or better than other governmental entities?	Yes

Reseller Pricing	
Oracle Product Line	**Offered Price Discount**
Volume price discount of Oracle software products	29%-34% (Please see attached Price Breakdown Worksheet for clarification)
Volume price discount of Oracle Engineered Systems	0%-28% (Please see attached Price Breakdown Worksheet for clarification)
Volume price discount of Oracle Professional services	**Oracle Consulting Services:** 13% **Advanced Customer Support:** 0% **Oracle University:** 15%-45% **Oracle Premier Support*** (Please see attached Price Breakdown Worksheet for clarification on all)

**Please see Pricing Clarification Sheet for Oracle Premier Support discount information*

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Pricing Clarification

Oracle Premier Support

Oracle Premier Support discount, for the first year, is equivalent to the product discount. Subsequent years of Premier Support will not increase more that 4% over the prior year's support fees.

Non-Standard Approvals

Mythics has the ability to request additional discounts on a one-off transactional basis. Mythics is skilled in navigating Oracle's non-standard approval process to establish volume discounts for our customers. Each approval is granted by Oracle and is evaluated on a case by case basis.

Travel and Expenses

All labor rates provided are exclusive of travel and expenses. Travel will be in accordance with the applicable Georgia travel regulations.

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Price Breakdown Worksheet

PRODUCT / SERVICE / PRICE LIST	GTA DISCOUNT [between $1.00 & $250,000.00]	GTA DISCOUNT [above $250,000.00]
Oracle Technology Global Price List	29.00%	34.00%
Oracle E-Business Suite Applications Global Price List, Component Pricing	29.00%	34.00%
Business Intelligence Applications Global Price List, Component Pricing	29.00%	34.00%
Seibel CRM Component Pricing	29.00%	34.00%
PeopleSoft Component Global Price List	29.00%	34.00%
JD Edwards Component Global Price List	29.00%	34.00%
Oracle Primavera Global Price List	29.00%	34.00%
Oracle Engineered Systems Global Price List [SOFTWARE]	28.00%	28.00%
Oracle Engineered Systems Global Price List [HARDWARE]	0.00%	0.00%
PRODUCT / SERVICE / PRICE LIST	**GTA DISCOUNT**	
Oracle Consulting	13.00%	
Oracle Premier Support	Oracle Premier Support discount, for the first year, is equivalent to the product discount. Subsequent years of Premier Support will not increase more that 4% over the prior year's support fees.	
Oracle Advanced Customer Support	0.00%	
Oracle University Global Base Price List	**LIST PRICE**	**GTA DISCOUNT**
	$0 - $10,000	15.00%
	$10,001 - $25,000	15.00%
	$25,001 - $50,000	20.00%
	$50,001 - $100,000	25.00%
	$100,001 - $250,000	30.00%
	$250,001 - $500,000	35.00%
	$500,001 - $1,000,000	40.00%
	$1,000,001 - above	45.00%

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MYTHICS CONSULTING	COMMERCIAL RATE	GTA DISCOUNT
Senior Solution Architect	$248.00	15%
Solution Architect	$236.00	15%
Senior Principal Consultant	$230.00	15%
Principal Consultant II	$207.00	15%
Principal Consultant I	$165.00	15%
Senior Consultant	$130.00	15%
Staff Consultant	$112.00	10%
Associate Consultant	$83.00	15%
Program Manager	$204.00	15%
Project Manager II	$192.00	15%
Project Manager I	$180.00	15%
Contracts Administrator/Engagement Manager/Administration	$84.00	15%
Subject Matter Expert II	$300.00	15%
Subject Matter Expert I	$282.00	15%

Note: Per Oracle's requirements, all discounts will be applied to the then current Oracle list price.

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Price Breakdown Worksheet

PRODUCT / SERVICE / PRICE LIST	GTA DISCOUNT [between $1.00 & $250,000.00]	GTA DISCOUNT [above $250,000.00]
Oracle Technology Global Price List	29.00%	34.00%
Oracle E-Business Suite Applications Global Price List, Component Pricing	29.00%	34.00%
Business Intelligence Applications Global Price List, Component Pricing	29.00%	34.00%
Seibel CRM Component Pricing	29.00%	34.00%
PeopleSoft Component Global Price List	29.00%	34.00%
JD Edwards Component Global Price List	29.00%	34.00%
Oracle Primavera Global Price List	29.00%	34.00%
Oracle Engineered Systems Global Price List [SOFTWARE]	28.00%	28.00%
Oracle Engineered Systems Global Price List [HARDWARE]	0.00%	0.00%

PRODUCT / SERVICE / PRICE LIST	GTA DISCOUNT	
Oracle Consulting	13.00%	
Oracle Premier Support	Oracle Premier Support discount, for the first year, is equivalent to the product discount. Subsequent years of Premier Support will not increase more that 4% over the prior year's support fees.	
Oracle Advanced Customer Support	0.00%	
Oracle University Global Base Price List	LIST PRICE	GTA DISCOUNT
	$0 - $10,000	15.00%
	$10,001 - $25,000	15.00%
	$25,001 - $50,000	20.00%
	$50,001 - $100,000	25.00%
	$100,001 - $250,000	30.00%
	$250,001 - $500,000	35.00%
	$500,001 - $1,000,000	40.00%
	$1,000,001 - above	45.00%

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MYTHICS CONSULTING	COMMERCIAL RATE	GTA DISCOUNT
Senior Solution Architect	$248.00	15%
Solution Architect	$236.00	15%
Senior Principal Consultant	$230.00	15%
Principal Consultant II	$207.00	15%
Principal Consultant I	$165.00	15%
Senior Consultant	$130.00	15%
Staff Consultant	$112.00	10%
Associate Consultant	$83.00	15%
Program Manager	$204.00	15%
Project Manager II	$192.00	15%
Project Manager I	$180.00	15%
Contracts Administrator/Engagement Manager/Administration	$84.00	15%
Subject Matter Expert II	$300.00	15%
Subject Matter Expert I	$282.00	15%

Note: Per Oracle's requirements, all discounts will be applied to the then current Oracle list price.

Mythics, Inc.
Technical Proposal

To

Georgia Technology Authority

Georgia Technology Authority

REQUEST FOR PROPOSAL NO. GTA 9800-0000001112
ORACLE RESELLER FOR SOFTWARE PRODUCTS, ENGINEERED SYSTEMS AND PROFESSIONAL SERVICES

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

19 May 2015

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TABLE OF CONTENTS

AFFIRMATION OF ADMINISTRATIVE FEE (APPENDIX H) 1

RESELLER TECHNICAL STATEMENT QUESTIONNAIRE (APPENDIX I) 2

TECHNICAL REQUIREMENTS EVIDENCE TAB A 5

Question 1: Oracle Platinum Partner Documentation 5

Question 2: Oracle Platinum Partner Documentation-Governmental Entities 12

Question 3: Mythics-Oracle Contractual Relationship Documentation 12

Question 4: List of Multi-Year Public Sector Contracts 13

TECHNICAL REQUIREMENT EVIDENCE TAB B 15

Question 5: Governmental Entities Acquiring Oracle Software Products and Services 15

Question 6: Mythics GSA Schedule 70 Contract GS-35F-00153M 16

Question 7: Oracle Annual Software Support Documentation 18

Question 8: List of Oracle Software Products 18

TECHNICAL REQUIREMENT EVIDENCE TAB C 20

Question 9: Engineered Systems Resell Rights Documentation 20

Question 10: Governmental Entities Purchasing Oracle Engineered Systems and Services 21

Question 11: Mythics GSA Schedule 70 Contract GS-35F-0153M: Oracle Engineered Systems 22

Question 12: Oracle Engineered System Maintenance and Premier Support Authorization 22

Question 13: Oracle Engineered Systems Resell Rights Documentation 22

Question 14: Mythics GSA Schedule 70 Contract GS-35F-0153M: Oracle Professional Services 22

TECHNICAL REQUIREMENT EVIDENCE TAB D 24

Question 15: Governmental Entities Purchasing Oracle Professional Services 24

Question 16: Governmental Entities Purchasing Oracle Professional Services 27

Question 17: List of Multi-year Public Sector Contracts Including Oracle Professional Services 28

Question 18: Oracle Training Services Documentation 29

TECHNICAL REQUIREMENT EVIDENCE TAB E 30

Question 19: ACS Installation Services 30

Question 20: ACS Migration and Integration Services 30

SUPPLEMENTAL INFORMATION 31

Appendix A: Oracle Certification Letter 32

APPENDIX H
AFFIRMATION OF ADMINISTRATIVE FEE FORM

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

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

Georgia Technology Authority
47 Trinity Avenue, 3rd Floor,
Atlanta GA 30334
Attention: Accounts Receivable

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

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

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

_____
Reseller Name

_____ _____
Authorized Signature Print Name

_____
Date

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APPENDIX I

RESELLER TECHNICAL STATEMENT QUESTIONNAIRE (REVISED)

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

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RESELLER TECHNICAL STATEMENT QUESTIONNAIRE (REVISED)			
Reseller's Name:	**Mythics, Inc.**		
Question #		**Reseller Response** **"Yes" / "No"** *(Indicate in box below)*	**Identify Evidence Tab** *(Use Evidence Tab to satisfy requirement)*
	Engineered Systems		
9	Has the Reseller been certified to sell Oracle Engineered Systems and Services for 2 years or more?	Yes	Evidence Tab C
10	Can the Reseller provide a customer listing of at least 5 governmental customers purchasing Oracle Engineered Systems and services within the previous 5 years?	Yes	Evidence Tab C
11	Does the Reseller have a current GSA Schedule 70 contract to sell Oracle Engineered Systems and services to states under the Cooperative Purchasing Program?	Yes	Evidence Tab C
12	Can the Reseller continue to provide maintenance and premier support on Oracle Engineered Systems beyond the initial first year?	Yes	Evidence Tab C
13	Can Reseller list all Oracle Engineered Systems they sell and install?	Yes	Evidence Tab C
14	Does the Reseller have a current GSA Schedule 70 contract to sell Oracle Professional Services to states under the Cooperative Purchasing Program?	Yes	Evidence Tab C
	Professional Services		
15	Has the Reseller provided Oracle Professional Services to a governmental entity using their GSA contract or otherwise within the previous 5 years?	Yes	Evidence Tab D
16	Can the Reseller provide a customer listing of at least 15 governmental customers for Oracle Professional Services using their GSA contract or otherwise within the previous 5 years?	Yes	Evidence Tab D
17	Does the Reseller have contracts with other governmental entities (except GSA) to sell Oracle Professional Services?	Yes	Evidence Tab D
18	Can Reseller provide Oracle Training Services?	Yes	Evidence Tab D
	Advanced Customer Support (ACS)		
19	Can the Reseller provide installation services for Engineered Systems through ACS?	Yes	Evidence Tab E

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RESELLER TECHNICAL STATEMENT QUESTIONNAIRE (REVISED)			
Reseller's Name:	**Mythics, Inc.**		
Question #		**Reseller Response** **"Yes" / "No"** *(Indicate in box below)*	**Identify Evidence Tab** *(Use Evidence Tab to satisfy requirement)*
20	Can the Reseller provide migration and integration services through ACS?	Yes	Evidence Tab E

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EVIDENCE TAB A

TECHNICAL REQUIREMENT

Platinum Partner – ***Provide evidence of how you satisfy this requirement.***

Questions 1-4

QUESTION 1: ORACLE PLATINUM PARTNER DOCUMENTATION

Oracle's standard business practice is to provide an e-mail confirmation to Partners once their Partner status has been renewed. The supporting screenshots below illustrate Mythics is a current Oracle Platinum Level Partner. Furthermore, please see Appendix A, Oracle Certification Letter, for additional confirmation of Mythics' Platinum Partner status.

Platinum Level Certification 2014-2015

Holly Buckley,

Thank you for your interest in Platinum Level

Congratulations! We are pleased to inform you that your application has been accepted.

Company Registration

Oracle Partner Network Company ID	3-155182034
Oracle Partner name	Mythics, Inc
OPN Partner Country	United States
Program Category	Level Program
Program Name	Platinum Level
Enrollment ID	281831
Enrollment Type	Renewal
Start Date	30-JUN-2014
Expiration Date	29-JUN-2015

Please contact your regional Oracle Partner Business Center at http://www.oracle.com/partners/en/opn-program/membership-resources/business-center/index.html for additional information.

Thank you for your company's participation in the OPN and we look forward to a successful partnership!

Sincerely,
The Oracle PartnerNetwork Team

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ORACLE
PARTNERNETWORK

This certifies that

Mythics, Inc.

has achieved the level

ORACLE **Platinum Partner**

Rich Geraffo
Senior Vice President,
Worldwide Alliances and Channels

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Platinum Level Certification 2015-2016

Scott Davis,

Thank you for your interest in Platinum Level

Congratulations! We are pleased to inform you that your application has been accepted.

Company Registration

Oracle Partner Network Company ID	3-155182034
Oracle Partner name	Mythics, Inc
OPN Partner Country	United States
Program Category	Level Program
Program Name	Platinum Level
Enrollment ID	403178
Enrollment Type	Renewal
Start/Effective Date	30-JUN-15
Expiration Date	29-JUN-16

Please contact your regional Oracle Partner Business Center at http://www.oracle.com/partners/en/opn-program/membership-resources/business-center/index.html for additional information.

Thank you for your company's participation in the OPN and we look forward to a successful partnership!

Sincerely,
The Oracle PartnerNetwork Team

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Resale Rights

The supporting screenshot below documents Oracle offerings for which Mythics has obtained resale rights.

Mythics, Inc

ORACLE Platinum Partner

MYTHICS

1439 N Great Neck Rd, STE 201 Virginia Beach, VA 23454 United States | Map It

View Phone Number | Have Mythics, Inc Call You | www.mythics.com

Overview | Specializations | Solutions | Product Resale Rights

In order to distribute Oracle products and Oracle Premier Support, OPN members must execute a Full Use Distribution Agreement and, for non-database and middleware products, meet the requirements posted on the Knowledge Zone for the products they wish to resell. If no products or requirements are listed in the Knowledge Zone, then those products are not eligible for resale.

Applications

Applications

Enterprise Communications Resell

Instantis Enterprise Track

JD Edwards EnterpriseOne

Oracle CRM On Demand

Oracle E-Business Suite

Oracle Hyperion

Oracle Master Data Management Solutions

Oracle Policy Automation

Oracle Primavera

Oracle Public Sector Revenue Management Applications

Oracle Real-Time Scheduler

Oracle User Productivity Kit

Oracle Utilities

PeopleSoft

Primavera Unifier

Siebel

Cloud Services

Cloud Services

Infrastructure as a Service (IâaS)

Instantis Enterprise Track Cloud Service

Oracle Argus Cloud Service Solutions Resell

Oracle Business Intelligence Cloud Service

Oracle Database Cloud Service

Oracle Documents Cloud Service

Oracle Health Sciences ClearTrial Cloud Service

Oracle Java Cloud Service

Oracle Planning and Budgeting Cloud Service

Oracle RightNow CX Cloud Service Resell

Oracle Taleo Business Edition Cloud Service RR

Primavera Unifier Cloud Service Resell

Database

Database

Data Warehousing

Enterprise Manager

MySQL

Oracle 1-Click Technology for Midsize Companies

Oracle Database

Engineered Systems

Engineered Systems

Zero Data Loss Recovery Appliance

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Hardware

Hardware

Exadata Database Machine

Exalogic Elastic Cloud

Exalytics In-Memory Machine Resell

Fujitsu M10 Servers

NAS Storage

Oracle Big Data Appliance

Oracle Database Appliance

Oracle Desktop Virtualization

Oracle Linux

Oracle Solaris

Oracle Virtual Compute Appliance

SAN Storage

SPARC Enterprise Entry-Level and Midrange M-Series Servers

SPARC Enterprise High-End M-Series Servers

SPARC M6-32 and SPARC M5-32 Servers

SPARC SuperCluster

SPARC T-Series Servers

StorageTek Tape Media

StorageTek Tape Storage

Sun Blade Servers

Sun Flash Storage

Sun x86 Servers

Industries

Industries

Oracle Student Learning Applications

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Middleware

Middleware

Application Grid

Data Integration

Developer Tools

IT Architecture

Identity Management

Oracle Application Integration Architecture

Oracle Business Intelligence Applications

Oracle Business Intelligence Foundation

Oracle Endeca Information Discovery

Oracle Service-Oriented Architecture (SOA)

Oracle Unified Business Process Management

Oracle WebCenter Content

Oracle WebCenter Portal

Oracle WebCenter Sites

WebLogic Server

Server And Storage Systems

Server And Storage Systems

Oracle Server Virtualization

Oracle Virtual Networking Resell

Specializations

The supporting screenshot below documents Oracle offerings for which Mythics has obtained specializations.

QUESTION 2: ORACLE PLATINUM PARTNER DOCUMENTATION-GOVERNMENTAL ENTITIES

Mythics is a current Oracle Platinum Level Partner that has sold to governmental entities for over 15 years.

Oracle unveiled the current Partner Program at Oracle World in October, 2009. It replaced the Certified Advantage Partner, Certified Partner and Partner levels and with Platinum, Gold and Silver tiers. Mythics has been a Platinum Partner ever since.
(http://searchitchannel.techtarget.com/news/1370684/Oracle-to-bestow-metals-on-its-partners)

Please see Appendix A, Oracle Certification Letter, for confirmation of Mythics' Platinum Partner status. As stated in the letter, please contact Brenda Peak, Oracle Government Resell Programs Manager, with any questions at 252-626-6317.

QUESTION 3: MYTHICS-ORACLE CONTRACTUAL RELATIONSHIP DOCUMENTATION

Over the past 15 years, Mythics has been an Oracle Partner able to resell authorized Oracle products and services under a Full Use Distribution Agreement (FUDA). The FUDA, a confidential document, between Mythics and Oracle provides express approval for Mythics to sell directly to external customers.

Please see Appendix A, Oracle Certification Letter, for confirmation of Mythics' ability to resell Oracle offerings. As stated in the letter, please contact Brenda Peak, Oracle Government Resell Programs Manager, with any questions at 252-626-6317.

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QUESTION 4: LIST OF MULTI-YEAR PUBLIC SECTOR CONTRACTS

Listed below are the multi-year public sector contracts Mythics currently holds nationwide and are utilized to sell to governmental entities. These contracts consist of Oracle-only offerings.

Contract Name	Contract Number	Mythics' Role
Department of Defense ESI BPA-Oracle Products and Services	W91QUZ-06-A-0003	Prime Contract Holder: Mythics
Department of Homeland Security BPA- Oracle Products and Services	HSHQDC-13-A-00040	Prime Contract Holder: Mythics
The Cooperative Purchasing Network (TCPN)	R141801	Prime Contract Holder: Mythics
PEPPM 2015 Product Line Bid-California	N/A	Prime Contract Holder: Mythics
PEPPM 2015 Product Line Bid-Pennsylvania	N/A	Prime Contract Holder: Mythics
California Software License Program	SLP-13-70-0121B	Prime Contract Holder: Mythics
Florida Information Technology Equipment, Software & Services (GSA Schedule 70)	252-GSA	Prime Contract Holder: Mythics
Illinois State Contract	CMS2649300	Prime Contract Holder: Mythics
Maryland Hardware Master Contract	060B2490022	Prime Contract Holder: Mythics
Maryland COTS 2012 Master Contract	060B2490021	Prime Contract Holder: Mythics
Maryland DoIT Consulting and Technical Services+ (CATS+)	060B2490023	Prime Contract Holder: Mythics
Maryland CATS II Contract	060B9800035	Prime Contract Holder: Mythics
Minnesota Software State Contract	49076 Release No. C-841(5)	Prime Contract Holder: Oracle; Authorized Reseller: Mythics
WSCA Computer Equipment, Peripherals & Related Services- New Jersey Participating Addendum	NJ 70258	Prime Contract Holder: Oracle; Authorized Reseller: Mythics
New Mexico Statewide Price Agreement	40-000-13-00026	Prime Contract Holder: Mythics
State of New York OGS Oracle America, Inc. Systems and Peripheral (Storage)	PT61313	Prime Contract Holder: Oracle; Authorized Reseller: Mythics
State of New York OGS Enterprise Systems	PT63783	Prime Contract Holder: Oracle; Authorized Reseller: Mythics
On-Call Consulting Services for FDNY Oracle Enterprise System	20140002762	Prime Contract Holder: Mythics

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Contract Name	Contract Number	Mythics' Role
North Carolina Office of Information Technology Services 208A	208A	Prime Contract Holder: Mythics
Charlotte Cooperative Purchasing Alliance Contract	1200804	Prime Contract Holder: Mythics
Carolinas HealthCare System: Master HW, SW License and Services Agreement	N/A	Prime Contract Holder: Mythics
Ohio State Term Schedule	534059	Prime Contract Holder: Mythics
South Carolina Statewide Contract for Oracle Software	4400006276	Prime Contract Holder: Mythics
Tennessee State Contract Oracle Software and Support	SWC #3027	Prime Contract Holder: Mythics
Metropolitan Government of Nashville & Davidson County	19656	Prime Contract Holder: Mythics
Texas Oracle Branded Hardware, Servers, Software, Data Storage Solutions, and Related Services	DIR-TSO-2548	Prime Contract Holder: Mythics
Virginia Information Technologies Agency (VITA) State Contract for Oracle Software Licenses & Support Services	VA-100830-MYTH	Prime Contract Holder: Mythics

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EVIDENCE TAB B

TECHNICAL REQUIREMENT

Oracle Software – ***Provide evidence of how you satisfy this requirement.***

Questions 5-8

QUESTION 5: GOVERNMENTAL ENTITIES ACQUIRING ORACLE SOFTWARE PRODUCTS AND SERVICES

Listed below are governmental entities that have acquired Oracle Software Products and Services from Mythics. Transaction close date provided to validate the purchase occurred within the previous five (5) years.

	Governmental Entity	Transaction Date
1	Albany Water, Gas, and Light	01/17/2014
2	Atlanta Airport	05/21/2013
3	City of Atlanta	02/23/2015
4	City of Atlanta	04/03/2015
5	Cobb County	11/10/2014
6	Cobb County	11/21/2014
7	DeKalb County	08/28/2014
8	Georgia Department of Education	08/22/2014
9	Georgia Department of Human Services	12/16/2014
10	Georgia Department of Transportation	01/09/2014
11	Georgia Department of Transportation	05/15/2013
12	Georgia Department of Transportation	02/28/2013
13	Georgia Department of Transportation	12/21/2012
14	Georgia Department of Transportation	04/12/2012
15	Georgia Department of Transportation	02/29/2012
16	Georgia Department of Transportation	08/28/2014
17	Georgia Secretary of the State	12/20/2013
18	Georgia State Board of Workers Compensation	03/09/2015
19	Georgia Technology Authority	05/30/2014
20	Georgia Technology Authority	08/29/2014
21	Gwinnett County	08/06/2014

QUESTION 6: MYTHICS GSA SCHEDULE 70 CONTRACT GS-35F-00153M

Mythics has an active GSA Schedule 70 contract, GS-35F-0153M, to sell Oracle Software, Services, and Support to states under GSA's Cooperative Purchasing Program. Listed below is the link to the GSA contract as well as a supporting screenshot of the contract.

http://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-0153M&contractorName=MYTHICS%2C+INC.&executeQuery=YES

GSA eLibrary

Home | eBuy - quotes | GSA Advantage - online shopping | Help

Search: Go

Contractor information

(Vendors) How to change your company information

Contract #:	GS-35F-0153M	Socio-Economic :	Small business
Contractor:	MYTHICS, INC.	EPLS :	Contractor not found on the Excluded Parties List System
Address:	1439 N GREAT NECK RD STE 201 VIRGINIA BEACH, VA 23454-1347	Govt. Point of Contact:	VERA GREENE Phone: 703-605-2675 E-Mail: vera.greene@gsa.gov
Phone:	757-412-4362		
E-Mail:	DEDarr@mythics.com		
Web Address:	http://www.mythics.com		
DUNS:	013358002	Contract Clauses/Exceptions:	View the specifics for this contract
NAICS:	443120		

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0153M		Jul 16, 2015	132 12	FEDCA FEDCA FEDCA FEDCA	Advantage!
					132 33	FEDCA FEDCA FEDCA FEDCA	Advantage!
					132 34	FEDCA FEDCA FEDCA FEDCA	Advantage!
					132 51	FEDCA FEDCA FEDCA FEDCA	Advantage!
					132 8	FEDCA FEDCA FEDCA FEDCA	Advantage!

Additional Cooperative Purchasing Contracts

Mythics has the following active, competitively awarded, cooperative purchasing contracts with government entities PEPPM and The Cooperative Purchasing Network (TCPN) for Oracle offerings.

PEPPM Contract

Listed below is the link to the PEPPM contract as well as a supporting screenshot of the contract.

http://www.peppm.org/pa/Products/OracleAmerica/manufact.htm

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PEPPM National Cooperative Contracts

F.A.Q. Contact Us Search

Downloads Epylon Login

Oracle America

(Relational database management systems, servers and storage products)

Awarded to Mythics, Inc.

Last PEPPM Pricing Update on January 01, 2015 08:00am
PEPPM Pricing has been verified as of April 23, 2015 03:26pm

Product Line Information

- Current Price List (PDF) - A comprehensive listing of available items
- Vendor Contacts and Ordering Instructions - How to order and address the PO
- Manufacturer's Web Site - Web site for this product line
- Awarded Vendor's Web Site - Web site for this vendor

Additional Information

- Available to Universities
- Available to Government Agencies

Vendor's Awarded Contracts:

- Oracle America

Authorized Reseller Of:

The Cooperative Purchasing Network (TCPN) Contract

Listed below is the link to the TCPN contract as well as a supporting screenshot of the contract.

http://www.tcpn.org/Vendors/Pages/Mythics.aspx

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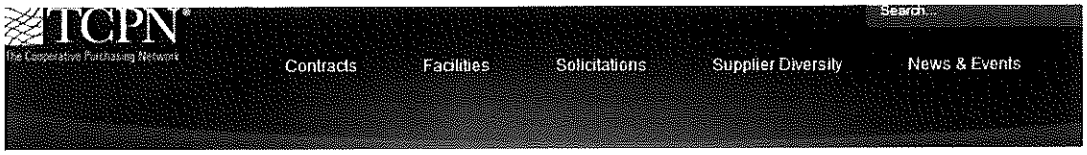
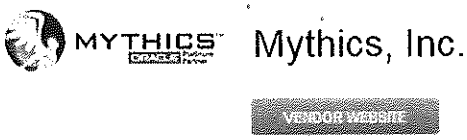
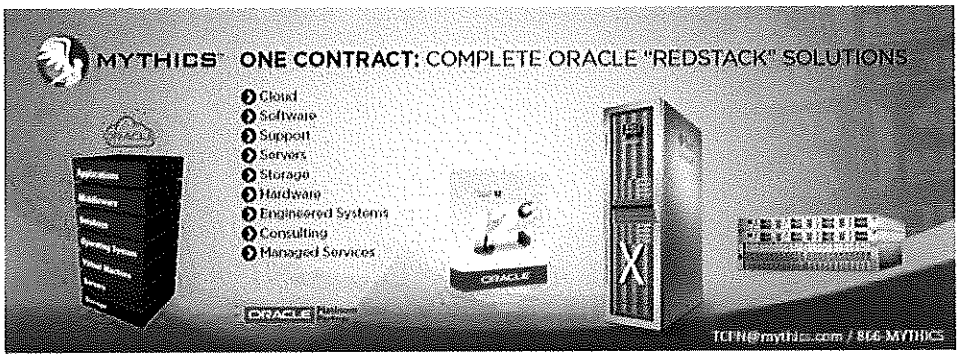




Mythics & TCPN Overview | Contract Documents | Contract Details | Contact Mythics



TCPN and Mythics: #R141801 - Oracle Products and Services

QUESTION 7: ORACLE ANNUAL SOFTWARE SUPPORT DOCUMENTATION

Mythics is authorized to provide Oracle Annual Software Support for existing Licenses through its Public Sector Support Renewal Addendum with Oracle. Mythics can provide annual in arrears billing upon receiving Oracle approval at the task order level. Historically, Mythics has successfully obtained approval from Oracle for annual in arrears billing terms for GTA support renewals. Mythics will seek approval from Oracle at the time of GTA's order for annual in arrears billing terms.

QUESTION 8: LIST OF ORACLE SOFTWARE PRODUCTS

The list below includes those Oracle Software products for which Mythics has been granted approval by Oracle to resell.

Oracle Software Product Price Lists
Oracle Technology Global Price List
Oracle E-Business Suite Applications Global Price List, Component Pricing
Oracle Business Intelligence Applications Global Price List, Component Pricing

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Oracle Software Product Price Lists
Seibel CRM Component Pricing
PeopleSoft Component Global Price List
JD Edwards Component Global Price List
Oracle Primavera Global Price List

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EVIDENCE TAB C

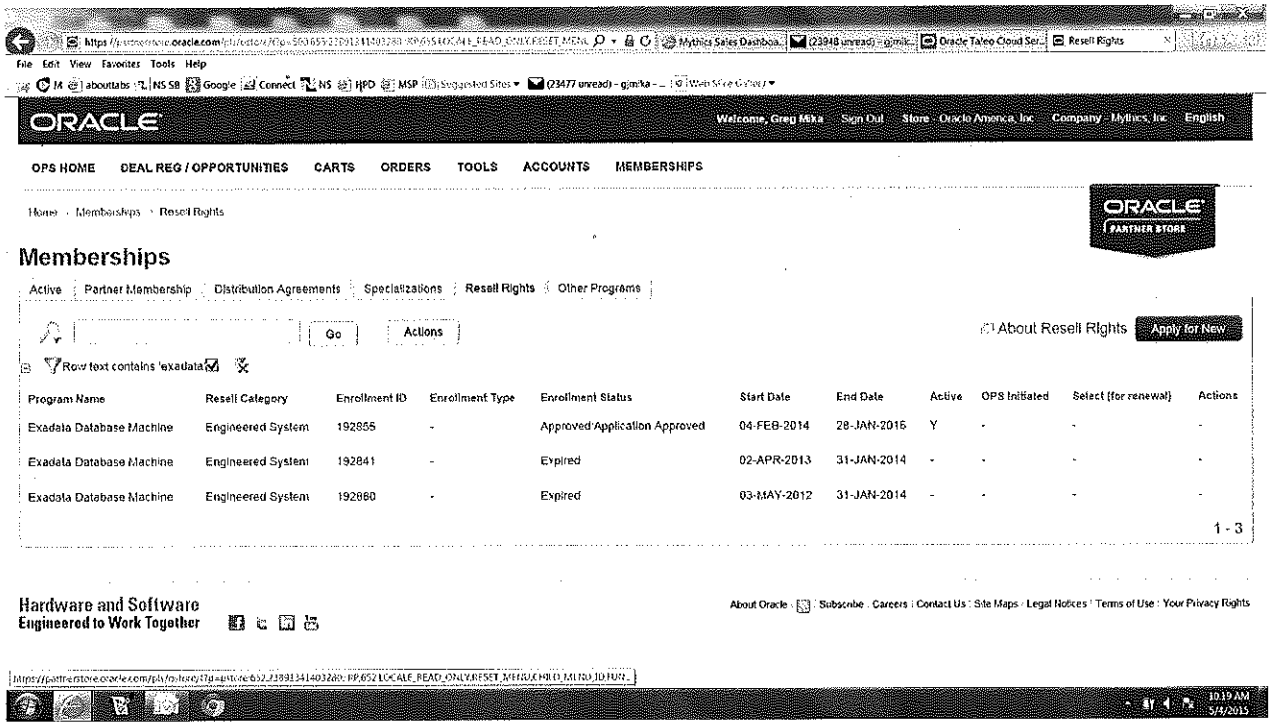
TECHNICAL REQUIREMENT

Oracle Engineered Systems Services – ***Provide evidence of how you satisfy this requirement.***

Questions 9-14

QUESTION 9: ENGINEERED SYSTEMS RESELL RIGHTS DOCUMENTATION

Oracle's standard business practice is to track resell rights for Partners on the Oracle Partner Network. The supporting screenshot below illustrates that Mythics currently holds resell rights for Engineered Systems, valid through January 28, 2016, and that Mythics has had these rights dating back to May 3, 2012.



QUESTION 10: GOVERNMENTAL ENTITIES PURCHASING ORACLE ENGINEERED SYSTEMS AND SERVICES

Listed below are five (5) governmental entities that have acquired Oracle Engineered Systems and Services from Mythics within the previous five (5) years.

Reference 1	
Name of State	Georgia
Name of State Entity	Georgia Department of Transportation
POC of State Entity	Debbie Poss / 404.326.5866 / dposs@dot.ga.gov
Delivery date of the Engineered System:	10/26/2012, Exadata 02/27/2013, Exadata 10/21/2013, Exalytics 10/28/2013, Exadata 04/14/2014. Exalytics
Estimated value of the system:	$683K $326K $885K $100K $181K

Reference 2	
Name of State	Georgia
Name of State Entity	Georgia Department of Revenue
POC of State Entity	Michael Long / 404.417.6148 / Michael.Long@dor.ga.gov
Delivery date of the Engineered System:	03/24/2014, (2) Exadata
Estimated value of the system:	$2,295M

Reference 3	
Name of State	New Mexico
Name of State Entity	New Mexico Department of Workforce Solutions
POC of State Entity	Anthony Maestas / 505.841.8527 / Anthony.maestas@state.nm.us
Delivery date of the Engineered System:	9/22/2011; (1) Exadata
Estimated value of the system:	$769K

Reference 4	
Name of State	Indiana
Name of State Entity	Indiana Office of Information Technology
POC of State Entity	Sandy Jones / 317.234.0246 / sejones@iot.gov
Delivery date of the Engineered System:	11/24/2014; (1) Exadata
Estimated value of the system:	$317K

Reference 5	
Name of State	Washington
Name of State Entity	Washington Suburban Sanitary Commission
POC of State Entity	Mujib Lodhi / 301.206.9772 / Mujib.Lodhi@wsscwater.com
Delivery date of the Engineered System:	2/28/2014; (2) ExaLogic
Estimated value of the system:	$979K

QUESTION 11: MYTHICS GSA SCHEDULE 70 CONTRACT GS-35F-0153M: ORACLE ENGINEERED SYSTEMS

Mythics has an active GSA Schedule 70 contract, GS-35F-0153M, to sell Oracle Engineered Systems and Services to states under the Cooperative Purchasing Program.

Appendix II (B) (page 135 of GSA contract) incorporates Oracle Engineered Systems Government Supplemental Terms and Conditions.

Listed below is the link to the GSA contract.

http://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-0153M&contractorName=MYTHICS%2C+INC.&executeQuery=YES

QUESTION 12: ORACLE ENGINEERED SYSTEM MAINTENANCE AND PREMIER SUPPORT AUTHORIZATION

Mythics is authorized to provide Oracle Engineered System Maintenance and Premier Support beyond the initial first year. Please see Appendix A, Oracle Certification Letter, for confirmation of Mythics' ability to resell Oracle offerings. As stated in the letter, please contact Brenda Peak, Oracle Government Resell Programs Manager, with any questions at 252-626-6317.

QUESTION 13: ORACLE ENGINEERED SYSTEMS RESELL RIGHTS DOCUMENTATION

Mythics has resell rights and implementation capabilities for all the Oracle Engineered Systems currently listed on the Oracle Engineered Systems Global Price List. The list below includes those Oracle Engineered Systems for which Mythics has been granted approval by Oracle to resell.

Oracle Engineered Systems Price Lists
Oracle Engineered Systems Global Price List [Software/Hardware]

QUESTION 14: MYTHICS GSA SCHEDULE 70 CONTRACT GS-35F-0153M: ORACLE PROFESSIONAL SERVICES

Mythics has an active GSA Schedule 70 contract, GS-35F-0153M, to sell Oracle Professional Services to states under the Cooperative Purchasing Program.

Section V (page 28 of GSA contract) incorporates Terms and Conditions applicable to Information Technology (IT) Professional Services (Special Item Number 132-51).

Listed below is the link to the GSA contract.

http://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-0153M&contractorName=MYTHICS%2C+INC.&executeQuery=YES

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EVIDENCE TAB D

TECHNICAL REQUIREMENT

Professional Services – ***Provide evidence of how you satisfy this requirement.***

Questions 15-18

QUESTION 15: GOVERNMENTAL ENTITIES PURCHASING ORACLE PROFESSIONAL SERVICES

Mythics affirms and attests that it has provided Oracle Professional Services as part of its agreement with Oracle. Listed below are five (5) governmental entities that have acquired Oracle Professional Services from Mythics within the previous five (5) years.

Reference 1	
Name of State	Georgia
Name of State Entity	Georgia Department of Revenue
POC of State Entity	Keith Thomas / 404.417.4479/ Keith.Thomas@dor.ga.gov
Delivery date of the Professional Service:	3/24/2014, (2) Exadata
Estimated value of the system:	$2,295M

Reference 1: Customer Written Affirmation

From: "Thomas, Keith" <Keith.Thomas@DOR.GA.GOV>
Date: April 30, 2015 at 9:55:09 AM EDT
To: Shane Kozuch <skozuch@mythics.com>
Subject: RE: Confirmation of Oracle Professional Services provided by Mythics

Hey Shane,

This is to confirm that Mythics has indeed provided Oracle Professional Services to DOR within the last 5 years.

Thanks,

Keith Thomas
Manager 2 - Imaging Application Dev & Support; Enterprise DBAs
Information Technology Division
Georgia Department of Revenue
1800 Century Blvd NE Suite 5100, Atlanta, GA 30345
404.417.4479

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Reference 2	
Name of State	South Carolina
Name of State Entity	South Carolina Legislative Services Agency
POC of State Entity	Michael Stroupe / 803.212.4420 / michaelstroupe@scstatehouse.gov
Delivery date of the Professional Service:	10/27/14, 1 ODA
Estimated value of the system:	$180K

Reference 2: Customer Written Affirmation

From: Michael Stroupe <MichaelStroupe@scstatehouse.gov>
Date: April 30, 2015 at 8:54:41 AM EDT
To: 'Shane Kozuch' <skozuch@mythics.com>
Subject: RE: Confirmation of Oracle Professional Services provided by Mythics

Yes, Mythics has indeed provided Oracle Professional Services to us (South Carolina Legislative Services Agency) within the last 5 years and is currently continuing to do so.

Michael L. Stroupe
Applications Analyst
South Carolina General Assembly
Legislative Services Agency
223 Blatt Building
1105 Pendleton Street
Columbia, SC 29201

Reference 3	
Name of State	New Mexico
Name of State Entity	New Mexico Department of Workforce Solutions
POC of State Entity	Anthony Maestas / 505.841.8527 / Anthony.maestas@state.nm.us
Delivery date of the Professional Service:	9/22/2011; (1) Exadata
Estimated value of the system:	$769K

Reference 3: Customer Written Affirmation

From: Athens, Sueanne, NMDWS [mailto:Sueanne.Athens@state.nm.us]
Sent: Thursday, April 30, 2015 10:57 AM
To: Jonathan Bohlmann
Cc: Shane Kozuch; John Iuliano
Subject: RE: Mythics work validation

Mythics has provided Oracle Professional Services to NMDWS within the past five years.

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Reference 4	
Name of State	Nevada
Name of State Entity	Nevada Department of Training and Rehabilitation
POC of State Entity	Doug Wells / 775.684.3953 / dcwells@nvdetr.org
Delivery date of the Professional Service:	7/21/14; (2) Exadata
Estimated value of the system:	$550K

Reference 4: Customer Written Affirmation

From: Doug Wells <DCWELLS@nvdetr.org>
Date: April 30, 2015 at 6:51:55 PM EDT
To: 'Shane Kozuch' <skozuch@mythics.com>
Subject: RE: Confirmation of Oracle Professional Services provided by Mythics

Hi Shane,

Yes I can confirm Mythics successfully performed Oracle professional services for DETR in support of the agency's Exadata implementation project earlier this year.

Best regards,

Doug

Reference 5	
Name of State	Ohio
Name of State Entity	Ohio Office of Information Technology
POC of State Entity	Ahsanur Chowdhury / 614.914.4197 / ahsanur.chowdhury@das.ohio.gov
Delivery date of the Professional Service:	5/30/14
Estimated value of the system:	$630K

Reference 5: Customer Written Affirmation

From: "Chowdhury, Ahsanur"
Date: Thursday, April 30, 2015 at 3:15 PM
To: Ed Maciejewski
Subject: RE: Confirmation of Oracle Professional Services provided by Mythics

Ed,

Yes, I confirm.

Ahsanur Chowdhury | Database Specialist | DAS/OIT

From: Ed Maciejewski [mailto:emaciejewski@mythics.com]
Sent: Thursday, April 30, 2015 9:35 AM
To: Chowdhury, Ahsanur
Subject: Confirmation of Oracle Professional Services provided by Mythics

Mythics is in the process of responding to a Request for Proposal and the issuing agency has requested we validate that we have provided Oracle Professional Services within the last five years. Can you please respond to this e-mail confirming that Mythics has provided Oracle Professional Services to your organization within the past five years?

Regards,
-Ed

QUESTION 16: GOVERNMENTAL ENTITIES PURCHASING ORACLE PROFESSIONAL SERVICES

Listed below are governmental entities that have acquired Oracle Professional Services from Mythics. Transaction close date provided to validate the purchase occurred within the previous five (5) years.

	Governmental Customer	Contract	Date
1	Baltimore County Office of Information Technology	GSA	10/01/13
2	Bryan Texas Utilities	GSA	01/01/14
3	City of Wilson	GSA	04/01/14
4	Georgia Department of Human Resources	GSA	07/01/13
5	Georgia Department of Human Services	GSA	02/01/15
6	Georgia Department of Transportation	GSA	02/01/13
7	Georgia Technology Authority	GSA	03/01/14
8	Guilford County	GSA	05/01/13
9	Harris Health System	GSA	12/01/14
10	Indiana Office of Information Technology	GSA	10/01/14
11	Los Angeles County Community Development Commission	GSA	06/01/14
12	Massachusetts Water Resource Authority	GSA	10/01/13
13	New Jersey Transit	GSA	08/01/13
14	New York City Fire Department	GSA	10/01/13
15	New York City Housing Authority	GSA	04/01/13
16	Pace Suburban Bus Service of the Regional Transportation Authority	GSA	02/01/15
17	South Florida Water Management District	GSA	08/01/13

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	Governmental Customer	Contract	Date
18	The Energy Authority of FLA	GSA	01/01/14

QUESTION 17: LIST OF MULTI-YEAR PUBLIC SECTOR CONTRACTS INCLUDING ORACLE PROFESSIONAL SERVICES

Listed below are the multi-year public sector contracts Mythics currently holds nationwide and are utilized to sell to governmental entities. These contracts offer Oracle Professional Services.

Contract Name	Contract Number	Mythics' Role
Department of Defense ESI BPA-Oracle Products and Services	W91QUZ-06-A-0003	Prime Contract Holder: Mythics
Department of Homeland Security BPA- Oracle Products and Services	HSHQDC-13-A-00040	Prime Contract Holder: Mythics
The Cooperative Purchasing Network (TCPN)	R141801	Prime Contract Holder: Mythics
PEPPM 2015 Product Line Bid-California	N/A	Prime Contract Holder: Mythics
PEPPM 2015 Product Line Bid-Pennsylvania	N/A	Prime Contract Holder: Mythics
California Software License Program	SLP-13-70-0121B	Prime Contract Holder: Mythics
Florida Information Technology Equipment, Software & Services (GSA Schedule 70)	252-GSA	Prime Contract Holder: Mythics
Illinois State Contract	CMS2649300	Prime Contract Holder: Mythics
Maryland Hardware Master Contract	060B2490022	Prime Contract Holder: Mythics
Maryland COTS 2012 Master Contract	060B2490021	Prime Contract Holder: Mythics
Maryland DoIT Consulting and Technical Services+ (CATS+)	060B2490023	Prime Contract Holder: Mythics
Maryland CATS II Contract	060B9800035	Prime Contract Holder: Mythics
Minnesota Software State Contract	49076 Release No. C-841(5)	Prime Contract Holder: Oracle; Authorized Reseller: Mythics
WSCA Computer Equipment, Peripherals & Related Services- New Jersey Participating Addendum	NJ 70258	Prime Contract Holder: Oracle; Authorized Reseller: Mythics
New Mexico Statewide Price Agreement	40-000-13-00026	Prime Contract Holder: Mythics

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Contract Name	Contract Number	Mythics' Role
State of New York OGS Oracle America, Inc. Systems and Peripheral (Storage)	PT61313	Prime Contract Holder: Oracle; Authorized Reseller: Mythics
State of New York OGS Enterprise Systems	PT63783	Prime Contract Holder: Oracle; Authorized Reseller: Mythics
On-Call Consulting Services for FDNY Oracle Enterprise System	20140002762	Prime Contract Holder: Mythics
North Carolina Office of Information Technology Services 208A	208A	Prime Contract Holder: Mythics
Charlotte Cooperative Purchasing Alliance Contract	1200804	Prime Contract Holder: Mythics
Carolinas HealthCare System: Master HW, SW License and Services Agreement	N/A	Prime Contract Holder: Mythics
Ohio State Term Schedule	534059	Prime Contract Holder: Mythics
South Carolina Statewide Contract for Oracle Software	4400006276	Prime Contract Holder: Mythics
Tennessee State Contract Oracle Software and Support	SWC #3027	Prime Contract Holder: Mythics
Metropolitan Government of Nashville & Davidson County	19656	Prime Contract Holder: Mythics
Texas Oracle Branded Hardware, Servers, Software, Data Storage Solutions, and Related Services	DIR-TSO-2548	Prime Contract Holder: Mythics
Virginia Information Technologies Agency (VITA) State Contract for Oracle Software Licenses & Support Services	VA-100830-MYTH	Prime Contract Holder: Mythics

QUESTION 18: ORACLE TRAINING SERVICES DOCUMENTATION

Mythics is authorized to provide Oracle Training Services. Please contact Brenda Peak, Oracle Government Resell Programs Manager, with any questions at 252-626-6317.

EVIDENCE TAB E

TECHNICAL REQUIREMENT

Advanced Customer Support (ACS) - ***Provide evidence of how you satisfy this requirement.***

Questions 19-20

QUESTION 19: ACS INSTALLATION SERVICES

Mythics has the ability to resell installation services for Engineered Systems through ACS. Please contact Brenda Peak, Oracle Government Resell Programs Manager, with any questions at 252-626-6317.

QUESTION 20: ACS MIGRATION AND INTEGRATION SERVICES

Mythics has the ability to resell migration and integration services through ACS. Please contact Brenda Peak, Oracle Government Resell Programs Manager, with any questions at 252-626-6317.

SUPPLEMENTAL INFORMATION

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APPENDIX A: ORACLE CERTIFICATION LETTER

ORACLE

1910 Oracle Way
Reston, VA 20190

May 15, 2015

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

To Whom It May Concern,

This letter certifies that, as of the date of this letter, Mythics Inc. is a Platinum Level member of the Oracle Partner Network (OPN) and has a valid Full Use Distribution Agreement, Public Sector Addendum and Public Sector Support Renewal Addendum. Mythics Inc. is authorized to resell Oracle Technology and Applications software, hardware systems and Engineered Systems for which the applicable resell criteria have been met.

As a Government Resell Programs Manager at Oracle, I have the authority to write this letter. My direct supervisor is Glenda Sakati, Director, Government Resell Programs Group, phone: 703-364-4056.

If you have any questions, please feel free to contact me at your convenience at 252-626-6317.

Sincerely,

Brenda Peak

Brenda Peak
Government Resell Programs Manager
Oracle Public Sector Channels
Brenda.peak@oracle.com

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JV LIST FOR THE MONTH OF: JUNE 2015 FY15

GENERAL ACCOUNTING (#01-40)

JV Prepared	JV Uploaded	JV Entered	JV ID	JV Description	Initials	File Name	Purpose
			GXX01BKCH	BANKCHARGES			
			GXX02BKRE	BANK RECON ADJUSTMENTS			
			GXX03OPS	TRANSFER OPS TO P/R	DH		June 15, 2015 Payroll
			GXX04OPS	TRANSFER OPS TO P/R	DH		June 30, 2015 Payroll
			GXX05LABOR	LD CLEARING			
			GXX06LABOR	LD ADJUSTMENT			
			GXX08GF1	GEORGIA FUND 1 INTEREST	DH		To record May GF1 Interest
			AMDEP76558	AM CLEANUP			
			GXX09COLL	COLLEGE ACCOUNT FEES			
			GXX10OPR	OPERATING ACCOUNT FEES	DH		To record Operating fees for May
			GXX10MISC	MISCELLANEOUS ADJUSTMENTS	DH		To record drawdown from GF1 to GTA Operating to cover expenses.
			GXX11MISC	MISCELLANEOUS ADJUSTMENTS	DH	GAAP	To adjust the capital investment acct to equal the net assets on acct records
			GXX12MISC	MISCELLANEOUS ADJUSTMENTS	DH	GAAP	To record May entry for Compensated Absences.
			GXX13MISC	MISCELLANEOUS ADJUSTMENTS	DH		To record drawdown from GF1 to GTA Operating to cover expenses.
			GXX14MISC	MISCELLANEOUS ADJUSTMENTS	DH		To adjust TRV6796375 & TRV6801879 due to NASCIO Refund Check
			GXX15MISC	MISCELLANEOUS ADJUSTMENTS	DH		To record Commercial Service Charges for May 2015
			GXX16MISC	MISCELLANEOUS ADJUSTMENTS	DH		To balance Clearing Account 196061 due to Concur/TTE system issue
			GXX17MISC	MISCELLANEOUS ADJUSTMENTS	JS		To correct East Central Georgia Consortium cash/revenue between Basic and Premium
			GXX18MISC	MISCELLANEOUS ADJUSTMENTS	DP		To reverse G0518MISC (GA0515A ARC-RRC charges for May)
			GXX19MISC	MISCELLANEOUS ADJUSTMENTS	DH		To record drawdown from GF1 to GTA Operating to cover expenses.
			GXX20MISC	MISCELLANEOUS ADJUSTMENTS	DH		To record Book transfer from Data Sales operating to GTA Operating
			GXX21GF1	GEORGIA FUND 1 INTEREST	DH		To record June GF1 Interest
			GXX22MISC	MISCELLANEOUS ADJUSTMENTS	DP		Setup AR and Accrue Liability for ERATE for DJJ - 4th quarter
			GXX23OPR	OPERATING ACCOUNT FEES	DH		To record Operating fees for June
			GXX24MISC	MISCELLANEOUS ADJUSTMENTS	DP		Record initial payment of Federal Payback P&I
			GXX25MISC	MISCELLANEOUS ADJUSTMENTS	DP		Accrue Principal for future payment to DHHS - Federal Payback
			GXX26MISC	MISCELLANEOUS ADJUSTMENTS	DP		To book GA0515A ARC-RRC charges for June
			GXX27MISC	MISCELLANEOUS ADJUSTMENTS	DP		To adjust Federal Grant Award - grant complete
			GXX28MISC	MISCELLANEOUS ADJUSTMENTS	DP		Clear 262216 account for SLA credits issued to agencies 10/2014
			GXX29MISC	MISCELLANEOUS ADJUSTMENTS	DH		To reverse a part of G0616MISC (Clearing account off-set for airfare).
			GXX30MISC	MISCELLANEOUS ADJUSTMENTS	DH		To correct TRV6820954 clearing account from 200006 to 196060.
			GXX31MISC	MISCELLANEOUS ADJUSTMENTS	DH	GAAP	To record June entry for Compensated Absences.
			GXX32MISC	MISCELLANEOUS ADJUSTMENTS	DH		To manually process airfare & travel agency fees that failed to go from TTE to TW.
			GXX33MISC	MISCELLANEOUS ADJUSTMENTS	DH		To adjust TRV6814109 & TRV6813164 due to billing difference in rental car amounts.
			GXX34MISC	MISCELLANEOUS ADJUSTMENTS	DP	per 998	Close 196120 On Account to Payable account
			GXX35MISC	MISCELLANEOUS ADJUSTMENTS	DP	per 998 - GAAP	To adjust the capital investment acct to equal the net asets on accounting records
			GXX36MISC	MISCELLANEOUS ADJUSTMENTS	DP	per 998	Move hourly payroll (SH1 6/30/15) from cash to accrual
			GXX37MISC	MISCELLANEOUS ADJUSTMENTS	DP	per 998	Distribution of Portal and SMO offices to redistribute fund sources April - June 2015
			GXX38MISC	MISCELLANEOUS ADJUSTMENTS	DP	per 998 - GAAP	Distribution of Portal and SMO offices to redistribute fund sources April - June 2015
			GXX39MISC	MISCELLANEOUS ADJUSTMENTS	DP	per 998	Setup Payable for ATT Transformation
			GXX40MISC	MISCELLANEOUS ADJUSTMENTS	DP	per 998	Setup Payable for IBM Transformation
			GXX41MISC	MISCELLANEOUS ADJUSTMENTS	DP	per 998	Establish payable for ATT June 2015 services
			GXX42MISC	MISCELLANEOUS ADJUSTMENTS	DP	per 998 - GAAP	Loss on billings to agencies - using data sales funds to cover loss
			GXX43MISC	MISCELLANEOUS ADJUSTMENTS	PG	per 998	To accrue FY 2015 expenditures paid in FY 2016
			GXX44MISC	MISCELLANEOUS ADJUSTMENTS	JS	per 998 - GAAP	Clear up the Funds 3 / 30300 for Fund Sources 40001 and 40002
			GXX45MISC	MISCELLANEOUS ADJUSTMENTS	PG	per 998	To correct expense account coding
			GXX46MISC	MISCELLANEOUS ADJUSTMENTS	JS	per 998 - GAAP	clean up the Fund/Fund Source for Fund 3/30300 and Fund Source 06100