

# Contract Abstract

## Contract Information

Contract & Solicitation Title: Oracle Application Hosting ServicesContract Summary: Contractor agrees to provide Oracle Application Hosting Services.Contract Number: 6501429 Solicitation Number: N/A Requisition Number: SS2021101Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 401646Type of Contract/PO: Multi-Year Contract **Requires Council Legislation:** Yes**High Risk Contract** (Per Finance Department Contract Risk Management Policy): Yes**Sexual Harassment Training Required** (per BL2018-1281): YesEstimated Start Date: 05/18/2022 Estimated Expiration Date: 05/17/2032 Contract Term: 120 MonthsEstimated Contract Life Value: \$15,000,000.00 Fund:\* 51137 BU:\* 14521014

(\*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: Sole SourceProcurement Staff: Terri Ray BAO Staff: Christopher WoodProcuring Department: Information Technology Services Department(s) Served: Information Technology Services

## Prime Contractor Information

Prime Contracting Firm: Oracle America, Inc. ISN#: 12582Address: 613 N.W. Loop 410, Suite 1000 City: San Antonio State: TX Zip: 78216Prime Contractor is a Uncertified/Unapproved: SBE  SDV  MBE  WBE  LGBTBE  (select/check if applicable)Prime Company Contact: Cherie Bredal Email Address: cherie.bredal@oracle.com Phone #: 720-505-7115Prime Contractor Signatory: Jake Camarillo Email Address: jake.camarillo@oracle.com

## Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/AAmount: N/A Percent, if applicable: N/AEqual Business Opportunity (EBO) Program: Program Not ApplicableMBE Amount: N/A MBE Percent, if applicable: N/AWBE Amount: N/A WBE Percent, if applicable: N/AFederal Disadvantaged Business Enterprise: NoAmount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

## Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Oracle America, Inc.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Approved Sole Source Form</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Select from the Following:</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Select from the Following:</u>

**ORACLE****GENERAL TERMS- Public Sector****Oracle General Terms Reference:****US-GMA-80135516**

These General Terms (these "General Terms") are between Oracle America, Inc. ("Oracle") and the entity identified below in the signature block. To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

**1. DEFINITIONS**

1.1 "**Hardware**" refers to the computer equipment, including components, options and spare parts.

1.2 "**Integrated Software**" refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

1.3 "**Master Agreement**" refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the Master Agreement (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

1.4 "**Operating System**" refers to the software that manages Hardware for Programs and other software.

1.5 "**Products**" refers to Programs, Hardware, Integrated Software and Operating System.

1.6 "**Programs**" refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System or any software release prior to general availability (e.g., beta releases).

1.7 "**Program Documentation**" refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at <http://oracle.com/documentation>.

1.8 "**Schedule**" refers to all Oracle Schedules to these General Terms as identified in Section 2.

1.9 "**Separate Terms**" refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.10 "**Separately Licensed Third Party Technology**" refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 "**Service Offerings**" refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 "**You**" and "**Your**" refers to the entity that has executed these General Terms.

**2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES**

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Schedules are incorporated into the Master Agreement: Schedule C – Cloud Services.

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

### **3. 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 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. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

### **4. OWNERSHIP**

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under the Master Agreement.

### **5. INDEMNIFICATION**

5.1 To the extent not prohibited by law and subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's 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:

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

5.2 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, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

5.3 Notwithstanding the provisions of section 5.2 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 is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware.

5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Program associated with that Separately Licensed Third Party Technology

and shall refund any Program license fees You may have paid to Oracle for the Program license and any unused, prepaid technical support fees You have paid to Oracle for the Program license.

5.5 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 were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, 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>.

5.6 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. 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. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle 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 the Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

5.7 This section provides the parties' exclusive remedy for any infringement claims or damages.

## 6. TERMINATION

6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement 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 the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 You may terminate this Master Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. If You end this Master Agreement as specified in the preceding sentence, You agree You must pay within 30 days all amounts which have accrued prior to the end of this Master Agreement, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under this Master Agreement plus applicable related taxes and expenses (if any).

6.3 If You have used a contract with Oracle or an affiliate of Oracle to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

6.4 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

## 7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Oracle's income. Reimbursement of expenses related to the provision of any Service Offering, if any, will be addressed in the relevant ordering document and/or statement of work for such services.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

## 8. NONDISCLOSURE

8.1 By virtue of the Master 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 the Master Agreement. Confidential Information shall be limited to all information clearly identified as confidential at the time of disclosure.

8.2 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.

8.3 Subject to applicable law, we each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to applicable law, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

8.4 To the extent You provide personal information to Oracle as part of any Service Offerings You have ordered under the Master Agreement, Oracle will comply with:

- a. the relevant Oracle privacy policies applicable to the Service Offerings, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>;
- b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/>; and
- c. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"). The version of the Data Processing Agreement applicable to Your order is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference. The Data Processing Agreement does not apply to education services and Oracle Data Cloud services under Schedule D. Your order for Service Offerings may also contain additional or more specific privacy terms.

## 9. ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Products and/or Service Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence. The Master Agreement and orders may not be modified and

the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under the Master Agreement shall be provided to the other party in writing.

#### **10. LIMITATION OF LIABILITY**

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.**

#### **11. EXPORT**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master 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, Product and/or materials resulting from Service Offerings (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.

#### **12. 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; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import 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 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.

#### **13. GOVERNING LAW AND JURISDICTION**

The Master Agreement is governed by the laws of the State of California.

#### **14. NOTICE**

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of these General Terms, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States 94065, Attention: General Counsel, Legal Department.

#### **15. ASSIGNMENT**

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, 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 Separately Licensed Third Party Technology licensed under open source or similar license terms.

#### **16. OTHER**

16.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

16.2 If any term of the Master 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 the Master Agreement.

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

16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

16.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.

16.6 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

16.7 For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

**17. MASTER AGREEMENT EFFECTIVE DATE**

The Effective Date of the Master Agreement is \_\_\_\_\_. (DATE TO BE COMPLETED BY ORACLE)

<b>Metropolitan Government of Nashville &amp; Davidson County</b>		<b>Oracle America, Inc.</b>	
<b>Signature</b>	_____	<b>Signature</b>	_____
<b>Name</b>	_____	<b>Name</b>	_____
<b>Title</b>	_____	<b>Title</b>	_____
<b>Signature Date</b>	_____	<b>Signature Date</b>	_____



## Schedule C – Cloud Services – Public Sector

Oracle America, Inc. (“Oracle”, “we”, “us”, or “our”)

500 Oracle Parkway  
Redwood Shores, CA 94065

<b>Your Name (“You”):</b>	<b>Metropolitan Government of Nashville &amp; Davidson County</b>
<b>General Terms Reference:</b>	<b>US-GMA-80135516</b>
<b>Schedule Reference:</b>	<b>Schedule C – Cloud Services – Public Sector</b>

This Public Sector Cloud Services Schedule (this “Schedule C”) is a Schedule to the Oracle Public Sector Master Agreement General Terms (“General Terms”) referenced above. This Schedule C shall coterminate with the General Terms. For purposes of the Services under this Schedule C, the General Terms and this Schedule C constitute, collectively, the “Master Agreement”; other Schedules to the General Terms, such as Schedule P (Program Schedule), do not apply to the Services ordered under this Schedule C.

### 1. USE OF THE SERVICES

1.1 Oracle will make the Oracle services listed in Your order (the “Services”) available to You pursuant to the Master Agreement and Your order. Except as otherwise stated in the Master Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with the Master Agreement or Your order (the “Services Period”), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with the Master Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle’s prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the “Acceptable Use Policy”). In addition to other rights that we have in the Master Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

### 2. FEES AND PAYMENT

2.1 Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement or Your order. Fees for Services listed in an order are exclusive of taxes and expenses.

2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

### 3. OWNERSHIP RIGHTS AND RESTRICTIONS



3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under the Master Agreement.

3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with the Master Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by the Master Agreement or Your order.

#### 4. NONDISCLOSURE

Your Content residing in the Services will be considered Confidential Information subject to the terms of this section, Section 8 of the General Terms and Your order. Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Oracle will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

#### 5. PROTECTION OF YOUR CONTENT

5.1 In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>.

5.2 To the extent Your Content includes Personal Data (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as that term is defined below)), Oracle will furthermore comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable version of the *Data Processing Agreement for Oracle Services* (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3 Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of the Master Agreement. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security, integrity or confidentiality of such content outside of Oracle's control.

5.4 Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

## **6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

6.1 Each party represents that it has validly entered into the Master Agreement and that it has the power and authority to do so. We warrant that during the Services Period, we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2 WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **7. LIMITATION OF LIABILITY**

7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THE MASTER AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

## **8. ADDITIONAL INFRINGEMENT INDEMNIFICATION TERMS**

8.1 If Oracle is the Provider and exercises its option under Section 5.2 of the General Terms to end the license for and require the return of Material that is a component of the Services, including Oracle Software, then Oracle will refund any unused, prepaid fees that You have paid for such Material. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund to You any unused, prepaid fees for such Services.

8.2 We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3 The phrase “user documentation” in the first sentence of Section 5.6 of the General Terms includes the Service Specifications referenced in Your order for Services.

## 9. TERM AND TERMINATION

9.1 Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.2 We may suspend Your or Your Users’ access to, or use of, the Services if we believe that: (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this section shall not excuse You from Your obligation to make payments under the Master Agreement.

9.3 If either of us breaches a material term of the Master Agreement or any order 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 (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and any orders that have been placed under the Agreement. If Oracle terminates any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order(s) plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under the Master Agreement, You may not use those Services ordered.

9.4 You may terminate this Schedule at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of this Schedule will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Schedule were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Schedule.

9.5 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, we will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

## 10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES

10.1 The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access third parties’ websites, platforms, content, products, services, and information (“Third Party Services”). Oracle does not control and is not responsible for such Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2 Any Third Party Content we make accessible is provided on an “as-is” and “as available” basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. We disclaim all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period; and (ii) features of the Services that interoperate with Third Party

Services such as Facebook™, YouTube™ and Twitter™, etc. depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under the Master Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under the Master Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

## **11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE**

11.1 We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 We may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. We retain all intellectual property rights in Service Analyses.

11.3 We may provide You with the ability to obtain certain Oracle Software (as defined below) for use with the Services. If we provide Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of the Master Agreement and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use any Oracle Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by the Master Agreement.

## **12. ADDITIONAL EXPORT TERMS**

You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

## **13. ADDITIONAL NOTICE TERMS**

13.1 Any notice required under the Master Agreement shall be provided to the other party in writing as specified in Section 14 of the General Terms.

13.2 We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

## 14. OTHER

14.1 We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

14.2 Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under the Master Agreement and, if so, then only to the same extent as we would be responsible for our resources under the Master Agreement.

14.3 Prior to entering into an order governed by the Master Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

14.4 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your use of Cloud Services to ensure Your use of the Cloud Services is in compliance with the terms of the applicable order and the Master Agreement. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of this Agreement or the applicable order(s).

You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information reasonably requested by Oracle.

The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of section 4 (Nondisclosure) of this Schedule C.

Any usage in excess of Your rights under the applicable order(s) shall be considered a change to the scope of services of the applicable order(s) and You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

14.5 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. The Master Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by the Master Agreement. The Uniform Computer Information Transactions Act does not apply to the Master Agreement or to orders placed under it.

## 15. AGREEMENT DEFINITIONS

15.1 "**Oracle Software**" means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

15.2 "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or

such other address specified by Oracle.

15.3 **“Service Specifications”** means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Schedule C; (b) Oracle’s privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

15.4 **“Third Party Content”** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle provided tools.

15.5 **“Users”** means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with the Master Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered “Users” subject to the terms of the Master Agreement and Your order.

15.6 **“Your Content”** means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under the Master Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Content”. Your Content includes any Third Party Content that is brought by You into the Services, by Your use of the Services or any Oracle provided tools.

15.7 Capitalized terms used but not defined in this Schedule C have the meanings set forth in the General Terms.



## ORACLE MASTER AGREEMENT AMENDMENT ONE

This Oracle Master Agreement Amendment One (this "Amendment") amends the Oracle Master Agreement US-GMA-80135516, dated April \_\_\_\_, 2022, and all amendments and addenda thereto (the "Master Agreement") between the Metropolitan Government of Nashville and Davidson County ("You" and "Your" or "Metro") and Oracle America, Inc. ("Oracle").

The parties agree to amend the Master Agreement as follows:

### A. GENERAL TERMS-Public Sector

1. Delete the first sentence in the preamble and replace with the following:

"These General Terms ("General Terms") are between Oracle America, Inc. ("Oracle") and The Metropolitan Government of Nashville and Davidson County ("You" and "Your" or "Metro")."

2. Delete section 1.3 in its entirety and replace with the following:

"1.3 "**Master Agreement**" refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into these General Terms (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

The Master Agreement consists of the following documents (including references to information contained in a URL or referenced policy):

1. These General Terms (including incorporated Schedule(s)) and any amendments thereto;
2. Exhibit A: Oracle Services Privacy Policy (attached as described in Section 5.2 of Schedule C);
3. Exhibit B: Data Processing Agreement for Oracle Services (attached as described in Section 5.2 of Schedule C); and
4. Exhibit C: Affidavits.

For order of precedence, see Section 9 of these General Terms and Section 5.2.b of Schedule C."

3. Delete section 2. **MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES** in its entirety and replace with the following:

#### "2. **MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES**

Orders may be placed under the Master Agreement on the date this Master Agreement is approved by all required parties and filed in the Metropolitan Clerk's Office. The Master Agreement Term will end one hundred twenty (120) months from the date of filing with the Metropolitan Clerk's Office. Such filing shall be evidenced by Your provision of a signed, dated and stamped copy of this Master Agreement, and You will provide such copy to Oracle as soon as practicable after filing. As of the Effective Date, the following Schedules are incorporated into the Master Agreement: Schedule C – Cloud Services.

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms."

4. Section 5. **INDEMNIFICATION**, insert the word "state" before the word "law" in the first line of subsection 5.1; and delete subsection 5.1.b in its entirety and replace with the following:

“b. gives the Provider sole control of the defense and any settlement negotiations, to the extent not prohibited by law; and”.

5. Section 8. **NONDISCLOSURE**, insert the following parenthetical phrase after the words “Subject to applicable law” in the beginning of the first sentence of subsection 8.3: “(including the applicable portions of the Tennessee Public Records Act)”.
6. Delete section 12. **FORCE MAJEURE** in its entirety and replace with the following:

**“12. FORCE MAJEURE**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation if the delay or failure to perform is caused by a force majeure event, meaning any: act of God; storm; fire; casualty; pandemic; electrical, internet, or telecommunication outage (that is not caused by the obligated party); unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government (including the denial or cancellation of any export, import or other license), act of public enemy; or other cause of similar or dissimilar nature beyond 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 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party’s obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.”

7. Delete section 13. **GOVERNING LAW AND JURISDICTION** in its entirety and replace with the following:

**“13. GOVERNING LAW AND JURISDICTION**

The Master Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, state and federal courts of competent jurisdiction located in Davidson County, Tennessee in any dispute arising out of or relating to this Master Agreement.”

8. Delete section 15 **ASSIGNMENT** in its entirety and replace with the following:

**“15. ASSIGNMENT**

15.1 You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, 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 Separately Licensed Third Party Technology licensed under open source or similar license terms. Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Oracle, Oracle may not assign this Master Agreement without Your prior written consent.

15.2 Funds Assignment Requests.

IF APPLICABLE, NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO ORACLE UNDER THIS MASTER AGREEMENT MUST BE SENT TO THE ATTENTION OF:

**PRG@NASHVILLE.GOV (preferred method)**  
**OR**  
**METRO PURCHASING AGENT**  
**DEPARTMENT OF FINANCE**  
**PROCUREMENT DIVISION**  
**730 2ND AVENUE SOUTH**



**PO BOX 196300  
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for You to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, You have the discretion to approve or deny a Funds Assignment Request.”

9. Section 16. **OTHER**, add the following new subsection to end of the section:

**“16.8 SPECIAL TERMS**

**A. COMPENSATION**

A.1 Contract Value. The aggregate value of fees paid under this Master Agreement has an estimated value of \$15,000,000.00. The pricing details for a given order will be included in the relevant ordering document and/or statement of work.

A.2 Payment Methodology. Payment in accordance with the terms and conditions of the Master Agreement, including the relevant ordering document and/or statement of work shall constitute the entire compensation due to Oracle for all Products and/or Service Offerings provided under the Master Agreement. Reimbursement of expenses related to the provision of any Service Offering, if any, will be addressed in the relevant ordering document and/or statement of work for such Services. You understand that You may receive multiple invoices for the Products and/or Service Offerings ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

**B. NONDISCRIMINATION**

**Metro's Nondiscrimination Policy**

It is the policy of Metro not to discriminate on the basis of race, creed, color, origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services or activities.

**Nondiscrimination Requirement**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's contractors. Oracle certifies and warrants that it will comply with this nondiscrimination requirement. Accordingly, all offerors entering into contracts with Metro shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

**Equal Business Opportunity (EBO) Program Requirement**

The Equal Business Opportunity (EBO) Program is not applicable to the Master Agreement.

**American with Disabilities Act (ADA)**

Oracle assures Metro that all services provided shall be completed in full compliance with the Americans with Disabilities Act (ADA) 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by Metro. Oracle will ensure the participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

**C. EMPLOYMENT**

Oracle shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

Oracle shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Master Agreement.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of Metro.

**D. COMPLIANCE WITH LAWS**

Oracle shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Oracle's delivery of services under the Master Agreement and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the services performed under the Master Agreement. Notwithstanding the foregoing sentence, to the extent you may provide Oracle access to health, payment card or other sensitive personal information that requires the application of specific regulatory, legal or industry data security obligations, you and Oracle agree to specify such security obligations in the applicable order for services. Your data may be maintained in one of several Oracle data centers globally and/or accessed by Oracle's global personnel as required to perform services under the Master Agreement. You remain responsible for providing any notices and obtaining any consents necessary for Oracle to access and process your data as specified in the applicable order for services.

**E. IRAN DIVESTMENT ACT**

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Oracle certifies that to the best of its knowledge and belief, neither Oracle nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under metro contracts.

**F. TAXES AND LICENSURE**

Oracle shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

You shall not be responsible for any taxes that are imposed on Oracle. Furthermore, Oracle understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to You. You shall provide Oracle, in advance of the date taxes are due, with a certificate of tax exemption. If the certificate is not received, You agree to pay any sales, value-added, or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Services You ordered, except for taxes based on Oracle's income.

**G. ETHICAL STANDARDS**

Oracle hereby represents that Oracle has not been retained or retained any persons to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of the Master Agreement, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metro contracts.

**H. RECORD MAINTENANCE**

Oracle shall maintain accurate books and records related to fees, payments and invoices charged to You for the Products and/or Services hereunder in accordance with its legal or archival requirements, external accounting standards and regulatory requirements and upon reasonable written notice to Oracle, no more than once every 12 months, at Your cost, and provided that such audit does not unreasonably interfere with Oracle's normal business operations, You may audit such records. Your request to audit such records must be provided to Oracle within three (3) years of the date of the applicable payment or invoice.

#### **I. WAIVER**

Failure or delay on the part of either party to exercise any right, remedy, power or privilege hereunder, will not constitute a waiver thereof. A waiver, to be effective, must be in writing and must be signed by the party making the waiver. A written waiver of a default will not operate as a waiver of any other default or of the same type of default on a future occasion.

#### **J. INSURANCE**

1. Oracle maintains the following insurance at its expense or has the ability to pay applicable claims to cover Oracle's performance of Services:
  - a. Workers' Compensation—as required by the statute of states where Services are performed;
  - b. Employer's Liability—\$1,000,000 per occurrence;
  - c. Commercial General Liability—\$5,000,000 per occurrence/aggregate bodily injury and \$5,000,000 per occurrence/aggregate tangible property damage; and
  - d. Automobile Liability—\$5,000,000 per occurrence, bodily injury and tangible property damage combined.
2. Oracle shall add You as an additional insured on the Commercial General Liability and Automobile Liability insurance policies identified above. Upon Your request, Oracle shall provide a certificate of insurance showing the coverage noted above except Workers' Compensation if provided by the government. Such certificate of insurance shall be sent to the email address specified in subsection 5 below within ten (10) business days of full execution of the Master Agreement. Failure to provide such certificate of insurance as set forth in the preceding sentence shall be considered breach of a material term of the Master Agreement as contemplated in subsection 6.1 (Termination) of these General Terms. Oracle may select a new insurance carrier or carriers or may obtain new or amended policies at any time. This provision is not intended to, and does not, increase or decrease Oracle's liability under the Limitation of Liability section(s) of the Master Agreement.
3. Oracle maintains the following insurance at its expense or has the ability to pay applicable claims: professional liability/errors and omission insurance (including privacy and computer network security (also known as cyber) liability insurance) with US\$5,000,000 per claim/aggregate covering Oracle's errors and omissions, negligent acts, and design and software defects while providing Services under the Master Agreement. Upon Your request, Oracle shall provide documentation showing the errors and omissions insurance coverage.
4. Oracle agrees that the following insurance policies are primary and non-contributory to Your insurance: Commercial General Liability and Automobile Liability.
5. The insurance policies set forth above shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV (preferred method)  
OR  
METRO PURCHASING AGENT

DEPARTMENT OF FINANCE  
PROCUREMENT DIVISION  
730 2ND AVENUE SOUTH  
PO BOX 196300  
NASHVILLE, TN 37219-6300

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Director of Risk Management Services.”

- 10. Section 17 **MASTER AGREEMENT EFFECTIVE DATE**, delete the signature blocks and replace with the following:

“See attached “Contract Signature Page” for signatures”.

**B. Schedule C – Cloud Services – Public Sector**

- 1. Section 5.**PROTECTION OF YOUR CONTENT**, add the following new paragraph to the end of subsection 5.2.b:

“Oracle’s privacy policies, current as of the Effective Date of the Master Agreement, are attached hereto as Exhibit A. Oracle’s privacy policies are subject to change, but such changes will not materially reduce the level of security of Your Content. In addition, The Data Processing Agreement, current as of the Effective Date of the Master Agreement, is attached hereto as Exhibit B. As noted in this Section 5.2, the version of the Data Processing Agreement applicable to Your order will remain in force during the Services Period of Your order.”

- 2. Section 5.**PROTECTION OF YOUR CONTENT**, insert the following at the beginning of subsection 5.4:

“With respect to Cloud Services acquired under the Master Agreement which reside on Oracle-managed computing infrastructures: (a) Oracle maintains protections on its computer systems to prevent them from introducing software viruses and malicious code through administrative access points to those Services, (b) before Oracle software components are deployed by Oracle into those Services, they are tested for viruses, and (c) except for any of those Services that are installed at Your data center(s), Oracle uses intrusion detection techniques to detect suspicious and malicious traffic on the cloud networks on which those Services are deployed.”

- 3. Section 7. **LIMITATION OF LIABILITY**, Insert the following at the beginning of subsection 7.2:

“TO THE EXTENT NOT PROHIBITED BY LAW,”.

Subject to the modifications herein, the Master Agreement shall remain in full force and effect.

The Effective Date of this Amendment is \_\_\_\_\_. (to be completed by Oracle)

**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT  
PROCUREMENT DIVISION  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Oracle America, Inc.

Attention: Jake Camarillo

Address: 613 N.W. Loop 410, Suite 1000 San Antonio TX 78216

Telephone: 210-274-4535

Fax: N/A

E-mail: [jake.camarillo@oracle.com](mailto:jake.camarillo@oracle.com)

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: Corporation Service Company

Attention: N/A

Address: 2908 Poston Ave Nashville, TN 37203-1312 USA

Email: N/A

**[SPACE INTENTIONALLY LEFT BLANK]**

Contract Number 6501429

**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**APPROVED AS TO PROJECT SCOPE:**

 GN  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:**

Michelle R. Hernandez Lane ACC  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kelly Flannery/TJE RJ  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Tara Ladd  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

\_\_\_\_\_  
Metropolitan Clerk Date

**CONTRACTOR:**

Oracle America, Inc.  
Company Name

Jake Camarillo  
Signature of Company's Contracting Officer

Jake Camarillo  
Officer's Name

Manager, Deal Management  
Officer's Title


**ADVANCED CUSTOMER SERVICES ("ACS")  
ORDERING DOCUMENT**
**Ordering Document Number: US-11828459**

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	<b>Your Name:</b> Metropolitan Government of Nashville & Davidson County <b>Your Address:</b> 100 Metro Courthouse Nashville, TN 37201
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<b>Oracle ACS Sales Representative:</b>	Cherie Bredal	<b>Your Billing / Accounts Payable Contact:</b>	Dawn Clark
<b>Phone Number:</b>	(720) 505-7115	<b>Phone Number:</b>	(615) 862-6033
<b>Email Address:</b>	cherie.bredal@oracle.com	<b>Email Address:</b>	dawn.clark@nahville.gov

**Your Ship To Contact:**

<b>Name:</b>	Dawn Clark
<b>Address:</b>	100 Metro Courthouse Nashville, TN 37201
<b>Phone:</b>	(615) 862-6033
<b>Email:</b>	dawn.clark@nahville.gov

You have ordered the Services listed below in the table and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services Ordered	Part Number	Quantity	Term (Months)	Start Month*	End Month*	Fees	Estimated Expenses
<b>Managed Services - Exhibit 1</b>							
A. Oracle Managed Applications Unlimited on Oracle Technology Cloud Service, Tier One, Minimum Complexity* (Prod DB < 1TB)	B92079	1	2	1	2	\$18,340.00	\$0.00
<b>Managed Services - Exhibit 1</b>							
B. Oracle Managed Identity Cloud Service, Standard*	B90152	1	60	1	60	\$313,740.00	\$0.00
C. Oracle Managed Identity Cloud Service – Integrated Applications Unlimited Connector – Managed Hosted Environment*	B92160	2					
<b>Managed Services - Exhibit 1</b>							
D. Oracle Managed Identity Cloud Service – Integrated Applications Unlimited Environment – Integration Service*	B92161	2	60	1	60	\$382,620.00	\$0.00
E. Oracle Managed Identity Cloud Service – Integrated Applications Unlimited Connector - Enhanced Recovery Service*	B92162	1					
F. Oracle Managed Identity Cloud Service – Integrated Applications Unlimited Connector – Managed Hosted Environment *	B92160	2					
G. Oracle Managed Identity Cloud Service, Standard*	B90152	1					

<b>Managed Services - Exhibit 1</b> H. Oracle Managed Security Database Encryption Service for Oracle PaaS – Database*	B92139	6	60	1	60	\$161,280.00	\$0.00
<b>Managed Services - Exhibit 1</b> I. Oracle Managed Security Vulnerability Assessment Service for Oracle Technology Cloud – Environment*	B92240	6	60	1	60	\$191,520.00	\$0.00
<b>Managed Services - Exhibit 1</b> J. Oracle Managed Security Penetration Testing Service for PaaS and IaaS – Managed Hosted Environment*	B92148	3	60	1	60	\$231,000.00	\$0.00
<b>Managed Services - Exhibit 1</b> K. Oracle Managed Applications Unlimited on Oracle Technology Cloud Service Tier Two, Minimum Complexity *(Prod DB < 1TB)	B92082	1	60	1	60	\$1,312,500.00	\$0.00
L. Oracle Managed Applications Unlimited on Oracle Technology Cloud Service Tier One, Low Complexity* (Prod DB >=1TB, <3TB)	B92080	1					
M. Oracle Managed Applications Unlimited Non-Production Service on Oracle Technology Cloud*	B92087	9					
<b>Total Fees and Estimated Expenses</b>						<b>\$2,611,000.00</b>	<b>\$0.00</b>

#### Optional Renewal Years (6-10)

Services Ordered	Part Number	Quantity	Term (Months)	Start Month*	End Month*	Fees	Estimated Expenses
<b>Managed Services - Exhibit 1</b> A. Oracle Managed Identity Cloud Service, Standard*	B90152	1	60	1	60	\$313,740.00	\$0.00
B. Oracle Managed Identity Cloud Service – Integrated Applications Unlimited Connector – Managed Hosted Environment*	B92160	2					
<b>Managed Services - Exhibit 1</b> C. Oracle Managed Identity Cloud Service – Integrated Applications Unlimited Environment – Integration Service*	B92161	2	60	1	60	\$382,620.00	\$0.00
D. Oracle Managed Identity Cloud Service – Integrated Applications Unlimited Connector - Enhanced Recovery Service*	B92162	1					
E. Oracle Managed Identity Cloud Service – Integrated Applications Unlimited Connector – Managed Hosted Environment *	B92160	2					
F. Oracle Managed Identity Cloud Service, Standard*	B90152	1					



<b>Managed Services - Exhibit 1</b> G. Oracle Managed Security Database Encryption Service for Oracle PaaS – Database*	B92139	6	60	1	60	\$161,280.00	\$0.00
<b>Managed Services - Exhibit 1</b> H. Oracle Managed Security Vulnerability Assessment Service for Oracle Technology Cloud – Environment*	B92240	6	60	1	60	\$191,520.00	\$0.00
<b>Managed Services - Exhibit 1</b> I. Oracle Managed Security Penetration Testing Service for PaaS and IaaS – Managed Hosted Environment*	B92148	3	60	1	60	\$231,000.00	\$0.00
<b>Managed Services - Exhibit 1</b> J. Oracle Managed Applications Unlimited on Oracle Technology Cloud Service Tier Two, Minimum Complexity* (Prod DB < 1TB)	B92082	1	60	1	60	\$1,312,500.00	\$0.00
K. Oracle Managed Applications Unlimited on Oracle Technology Cloud Service Tier One, Low Complexity* (Prod DB >=1TB, <3TB)	B92080	1					
L. Oracle Managed Applications Unlimited Non-Production Service on Oracle Technology Cloud*	B92087	9					
<b>Total Fees and Estimated Expenses</b>						<b>\$2,592,660.00</b>	<b>\$0.00</b>

\* Month 1 shall correspond to the period beginning on the ordering document effective date and ending one month later.

#### A. TERMS OF YOUR ORDER

- Applicable Agreement:** This order incorporates by reference the terms of the Master Agreement US-GMA-80135516, all amendments and addenda thereto, (collectively, the "Master Agreement"). As used in this order, "You" and "Your" shall refer to the customer as defined in the Agreement. The following terms, as used in this order and the agreement whether or not capitalized, shall have the same meaning: "Agreement" and "Master Agreement"; "You" and "Your" and "Customer"; "Ordering Document" and "order"; "Services" and "services".
- Payment Terms:** Net 30 days from invoice date.
- Currency:** US Dollars.
- Offer Valid through:** 31-MAY-2022.
- Term:** The term of Services shall be **60** months from the effective date of this order ("Term"), unless otherwise specified in the table above.
- Service Specifications:** ACS Service Descriptions applicable to the ACS Services ordered may be accessed at [www.oracle.com/contracts](http://www.oracle.com/contracts), or as otherwise set forth in this order. The ACS Service Descriptions are subject to change at Oracle's discretion; however, such changes will not result in a material reduction in the Services provided during the Term.
- Customer Reference:** Oracle may refer to You as an Oracle customer of the ordered Services in sales presentations, marketing materials and activities.
- Order of Precedence:** In the event of any inconsistencies between (i) the Agreement and this order, this order shall take precedence, (ii) this order (excluding exhibits/services addendum) and any attached exhibits/services

addendum, the exhibits/services addendum (including any subject matter addressed in the ACS Service Descriptions) shall take precedence. This order will control over the terms contained in any purchase order.

9. **Change Control Process:** Any request for any change in Services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of Your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until You and Oracle agree in writing to the proposed change in an amendment to this order and/or applicable exhibit(s).
10. **Your Obligations:** You acknowledge that Your timely provision of and access to office accommodations, facilities, and equipment (if applicable), and assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Services as set forth in this order and/or the ACS Service Descriptions. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation. You acknowledge that if Oracle's cost of providing Services is increased because of Your failure to meet the obligations listed in this order and/or the ACS Service Descriptions, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then You agree to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.

You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations:

- a. If the Services are provided for on premise Products, maintain the properly configured software and hardware/operating system platform to support the Services.
- b. If the Services are provided for on premise Products, obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
- c. If the Services are provided for on premise Products, maintain annual technical support for the Oracle software and hardware with access to software patches and updates made available by Oracle under separate contract throughout the term of the Services.
- d. If the Services are provided in an Oracle hosted cloud environment, obtain Cloud Services under separate contract prior to the commencement of services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- e. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- f. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- g. Identify a designated contact to Oracle, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts between Your teams regarding the Services hereunder.
- h. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g. a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, legally acceptable oxygen concentration levels, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- i. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- j. Provide and/or support all third-party software in connection with the provision of the Services defined in the applicable exhibit(s) attached hereto.
- k. Provide complete and accurate information to Oracle regarding hardware system(s) for, or on, which Services are to be performed, including, without limitation, the serial number for the hardware system(s).
- l. Perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of Your systems or equipment that may be affected by the Services, prior to the commencement of the Services.
- m. Prior to the commencement of Services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the Services.
- n. Perform additional scope specific obligations as may be defined in the applicable exhibit(s) attached hereto.
- o. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

11. **Services Privacy/Services Security:** In performing the Services under this order, Oracle will comply with the (a) Oracle Services Privacy Policy available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html> and (b) Oracle Consulting & Advanced Customer Services Security Practices available at <https://www.oracle.com/corporate/contracts/acs/policies.html>. Both documents are incorporated herein by reference. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to Services identified in the Managed Services Exhibit. Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.
12. **Delivery of Services:** This section 12 does not apply to the Managed Services Exhibit. Unless otherwise set forth in Your order, Oracle will determine whether Services are provided by remote delivery resources or delivery resources on-site at Your location. If Services are provided by delivery resources on-site at Your location, such Services will be provided by local delivery resources (i.e., delivery resources local to Your location) if available, as of the effective date of Your order. If local delivery resources are not available then on-site Services will be provided by non-local delivery resources. In addition to the fees set forth in Your order, You agree to reimburse Oracle, within 30 days of the date of an invoice(s) for same, the travel expenses related to providing on-site Services at Your location. For Services provided by delivery resources on-site at Your location, Your location will be the location specified in Your exhibit.

If Services are provided by remote delivery resources, Oracle may provide Services by phone, via a customer-specific web portal (if ordered), and/or via electronic communication. For Services provided by remote delivery resources, You agree that Oracle may access Your systems throughout the performance of Services using an Oracle defined standard virtual private network ("VPN"), multi-protocol label switching ("MPLS") connection, or Oracle Web Conference ("OWC"). If necessary to perform Services, Oracle will provide You with a single pre-configured VPN or MPLS device. You are responsible for the installation of the VPN or the MPLS device on Your internet network, in accordance with Oracle's specifications, to create a network connection to enable Oracle's performance of Services.

You are responsible for ensuring that Your network and systems comply with specifications that Oracle provides and that all components of Your Oracle software environment are accessible through the VPN, MPLS, or OWC. You will maintain open ports and adjust firewall rules to allow appropriate network traffic to pass between the ACS Gateway and Oracle. Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet Services provider, or the network connection.

Services designated as "24x7" may be delivered at any time of day, seven days a week, including local public holidays. For all other Services and unless otherwise identified in Your order, Services shall be delivered during local business days and hours, excluding local public holidays in Your time zone. For purposes of this section, Your time zone shall be the location identified on the applicable exhibit for Services Delivery Location.

13. **Rights Granted / Restrictions:** Upon payment hereunder, and subject to the terms of this order and the Master Agreement, You have the non-exclusive, non-assignable, royalty free, perpetual (but only in the case of deliverables for an on premise license), worldwide (subject to any applicable restrictions under US export laws), limited right to access and use, for Your internal business operations, the services that You ordered under this order and anything developed by Oracle and delivered to You under this order ("services and deliverables"). You may allow Your agents and contractors to use the services and deliverables for this purpose and You are responsible for their compliance with this order in such use. Oracle or its licensors retain all ownership and intellectual property rights to the services and deliverables, including derivative works thereof. You do not acquire any right or license to use, or allow Your Users in the case of a managed/hosted environment, to use, any service or deliverable in excess of the scope (including but not limited to the specified service environment) or duration of the services and deliverables ordered hereunder. The services and deliverables may be related to Your license to use products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such products.

**14. Additional Third Party Subprocessors for Advanced Customer Services:**

14.1 To the extent You provide personal information to Oracle as part of Oracle’s provision of services under this order, Oracle will comply with the applicable version of the Oracle Data Processing Agreement for Oracle Services. The version of the Data Processing Agreement applicable to Your order is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> is incorporated herein by reference.

14.2 For the services specified in this order, in addition to the Third Party Subprocessors listed on My Oracle Support, the following Third Party Subprocessors may also process Your personal information:

Third Party Subprocessor	Location	Type of Service
N/A		

**B. ADDITIONAL ORDER TERMS**

1. N/A

<b>Metropolitan Government of Nashville and Davidson County:</b>	<b>Oracle America, Inc.:</b>
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	<i>{to be completed by Oracle}</i>


**ACS MANAGED SERVICES EXHIBIT  
FOR ACS ORDERING DOCUMENT**

**Your Name:** Metropolitan Government of Nashville & Davidson County  
**Ordering Document Number:** US-11828459  
**Exhibit Number:** 1

This exhibit incorporates by reference the terms of Your order. This exhibit may also be referred to as the Managed Cloud Services exhibit.

**A. Managed Services Ordered.**

1. Managed Services Ordered. Services purchased by You under this exhibit are identified in the Services Ordered table of Your Order (the "Services").

Functional Services are identified in the Services table(s) above by an "A".

Services in the Services table(s) above identified with an "\*" are described in a service description in the [Oracle Managed Cloud Services Service Descriptions](#) published at [www.oracle.com/corporate/contracts](http://www.oracle.com/corporate/contracts).

2. Services Delivery Location. For Services provided remotely as described in Your order, You and Oracle shall agree in advance as to the location(s) of Your systems that Oracle may access. In the event that Services are provided by resources on-site as described in Your Order, Oracle will perform such Services at Your location listed in the Order.

**B. Fees.**

1. Fees. The fees for the Services specified in the Services Ordered section of this exhibit are identified in the Fees table(s) below.

Fees						
	Year 1 Fees	Year 2 Fees	Year 3 Fees	Year 4 Fees	Year 5 Fees	Total
<b>Services other than Functional Services</b>	\$536,872.00	\$518,532.00	\$518,532.00	\$518,532.00	\$518,532.00	<b>\$2,611,000.00</b>
<b>Total Fees</b>	<b>\$536,872.00</b>	<b>\$518,532.00</b>	<b>\$518,532.00</b>	<b>\$518,532.00</b>	<b>\$518,532.00</b>	<b>\$2,611,000.00</b>

Fees						
	Optional Renewal Year 6 Fees	Optional Renewal Year 7 Fees	Optional Renewal Year 8 Fees	Optional Renewal Year 9 Fees	Optional Renewal Year 10 Fees	Total
<b>Services other than Functional Services</b>	\$518,532.00	\$518,532.00	\$518,532.00	\$518,532.00	\$518,532.00	<b>\$2,592,660.00</b>
<b>Total Fees</b>	<b>\$518,532.00</b>	<b>\$518,532.00</b>	<b>\$518,532.00</b>	<b>\$518,532.00</b>	<b>\$518,532.00</b>	<b>\$2,592,660.00</b>

2. Payment Schedule. You agree to pay Oracle the fees for the Services specified in this exhibit, **quarterly in arrears** in accordance with the Payment Schedule table(s) below. All fees due under this exhibit are non-cancelable and the sums paid nonrefundable, except as otherwise specified in the Services Period and Termination Section, and Exclusive Remedy Section of this exhibit.

Payment Schedule					
Quarter	Year 1	Year 2	Year 3	Year 4	Year 5
	05-JAN-2022 to 04-JAN-2023	05-JAN-2023 to 04-JAN-2024	05-JAN-2024 to 04-JAN-2025	05-JAN-2025 to 04-JAN-2026	05-JAN-2026 to 04-JAN-2027
1	\$147,973.00	\$129,633.00	\$129,633.00	\$129,633.00	\$129,633.00
2	\$129,633.00	\$129,633.00	\$129,633.00	\$129,633.00	\$129,633.00
3	\$129,633.00	\$129,633.00	\$129,633.00	\$129,633.00	\$129,633.00
4	\$129,633.00	\$129,633.00	\$129,633.00	\$129,633.00	\$129,633.00

Optional Renewal Payment Schedule					
Quarter	Optional Renewal Year 6	Optional Renewal Year 7	Optional Renewal Year 8	Optional Renewal Year 9	Optional Renewal Year 10
	05-JAN-2027 to 04-JAN-2028	05-JAN-2028 to 04-JAN-2029	05-JAN-2029 to 04-JAN-2030	05-JAN-2030 to 04-JAN-2031	05-JAN-2031 to 04-JAN-2032
1	\$129,633.00	\$129,633.00	\$129,633.00	\$129,633.00	\$129,633.00
2	\$129,633.00	\$129,633.00	\$129,633.00	\$129,633.00	\$129,633.00
3	\$129,633.00	\$129,633.00	\$129,633.00	\$129,633.00	\$129,633.00
4	\$129,633.00	\$129,633.00	\$129,633.00	\$129,633.00	\$129,633.00

#### C. Description of Services.

1. Service Specifications. The Service Specification for a service identified with an "\*" in the Services Ordered Section of this Managed Cloud Services Exhibit includes the applicable service description contained in the *Managed Cloud Services Service Descriptions* published at [www.oracle.com/contracts](http://www.oracle.com/contracts).

#### D. Your Obligations.

In addition to the obligations stated in Your order, You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations:

1. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer Services, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to the Services from Your networks.
2. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.
3. You acknowledge that (i) You have separately acquired and will continue to maintain for the duration of the Services a cloud subscription or the licenses and Oracle Software Update License & Support (also referred to as "Premier Support"), or any equivalent successor Oracle technical support offering, for any necessary Oracle programs, including those for which the Services are provided, (ii) You will maintain licenses and technical support for any Third Party Software or Required Software used in Your Environment(s), and (iii) Your use of such programs and technical support are governed solely by the agreement(s) under which such subscription or licenses and technical

support are obtained. Oracle may temporarily suspend Your password, account, and access to or use of the Services if Your cloud subscription or the licenses and Oracle Software Update License & Support or any equivalent successor Oracle technical support offering, for any necessary Oracle programs, lapse.

4. You shall obtain at Your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the services under this order. Unless specified otherwise in the Service Specifications, You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into Your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.
5. To the extent not prohibited by law, You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from Your termination or modification of the employment of any of Your employees in connection with any services under this exhibit.
6. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy"). In addition to other rights in the Agreement and Your order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.
7. The performance of Services is contingent upon You meeting Your obligations and responsibilities as described in the Service Specifications. You acknowledge and agree that any exception to Your compliance with such obligations and responsibilities is granted on the condition that Oracle is not responsible for the resulting consequences.
8. You acknowledge and agree that if Oracle's performance of activities specified within the Service Specifications exceeds the timeframe set forth in (i) the Service Description; (ii) the Description of Services Section of this exhibit; or (iii) the Services table(s) in the Services Ordered Section, due to Your failure to meet the obligations and responsibilities specified in the Service Specifications, You will be required to purchase applicable additional services from Oracle.

#### **E. Terms and Conditions.**

1. Services Period and Termination. Services shall be provided for the term specified in the Services Table(s) in the Services Ordered Section of this exhibit.

The Services shall end on the earlier of the following to occur: (i) Oracle's performance of the quantity of such service under the applicable Schedule within the timeframe set forth in the Schedule, the Services table(s) in the Services Ordered Section of this exhibit, or the Description of Services Section of this exhibit; (ii) the end of the term specified in the Services table(s) in the Services Ordered Section of this exhibit, or (iii) the termination or expiration of the applicable Services in accordance with this exhibit (including Section 6.1 of the Master Agreement)(the "Services Period").

Oracle may temporarily suspend Your password, account, and access to or use of the Services if (i) Your licenses and Oracle Software Update License & Support (also referred to as "Premier Support"), or any equivalent successor Oracle technical support offering, for any necessary Oracle programs, including those for which the Services are provided, lapse, (ii) Your Environment(s) malfunctions or otherwise affects network access within or to Oracle's Data Center(s) or another customer's environment, (iii) there is a significant threat to the functionality, security, integrity, or availability of Services or any content, data, or applications in the Services Environment, or (iv) You or Your Users are accessing or using the Services to commit an illegal act. When reasonably practicable and lawfully permitted, Oracle will provide You with advance notice of any such suspension. We will use reasonable efforts to

re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your obligation to make payments under this Agreement. Oracle may terminate the Services hereunder if any of the foregoing causes of suspension is not cured within 30 calendar days after Oracle's initial notice thereof.

## 2. Optional Renewals

For clarification purposes, You shall have an option to renew the Managed Services listed in the Services Ordered table above for five (5) additional 12-month renewal terms (each an "Optional Renewal Term") for the fees specified in the table below.

<b>Optional Renewal Term</b>	<b>Managed Services Fees</b>
Optional Renewal Term 1 (Year 6)	\$518,532.00
Optional Renewal Term 2 (Year 7)	\$518,532.00
Optional Renewal Term 3 (Year 8)	\$518,532.00
Optional Renewal Term 4 (Year 9)	\$518,532.00
Optional Renewal Term 5 (Year 10)	\$518,532.00

You must provide Oracle a minimum of 30 days' notice prior to the expiration of a service term of Your intent to exercise an Optional Renewal Term and execute an order for the new option term prior to the expiration date of the existing services term.

The Managed Services listed above may not be renewed at the Optional Renewal Term pricing listed above if: (i) such Services are no longer generally available to Oracle's commercial customers, (ii) You request to modify or replace the scope or terms of such Services, or (iii) You are in breach of a material term of the Master Agreement. If You choose to not renew the Services, Oracle's obligation to perform the Services will cease on the last day of the then current Term.

## 3. Warranty and Disclaimers.

The sole and exclusive warranty for the Services shall be that Oracle warrants that the Services will be provided in all material respects in accordance with the Service Level set forth in (i) the applicable Service Description in the Managed Cloud Services Service Descriptions, or (ii) the Service Level Agreement Schedule in the Statement of Work, as applicable; if such Service Description or Statement of Work does not contain a Service Level, the sole and exclusive warranty for such Services shall be that Oracle warrants that the Services will be provided in all material respects with the applicable Service Description or the applicable Statement of Work Schedule.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.



4. Exclusive Remedy. If the Services provided to You for any given month during the term of the Services were not in accordance with the warranty specified in the previous Section of this exhibit (Warranty and Disclaimers), You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must identify the services that were deficient and describe the deficiency (including the Service Request number notifying Oracle of the deficiency in Services), and must be submitted to [outsourcingcredit\\_ww\\_grp@oracle.com](mailto:outsourcingcredit_ww_grp@oracle.com). Additionally, one of the following terms may also apply:

For deficient Services that have a Service Level set forth in the applicable Service Description or the Service Level Agreement Schedule in the Statement of Work, Oracle will remit, if applicable, a Services fee credit for such month calculated at as set forth in such Service Description or Service Level Agreement Schedule. Otherwise, Oracle will remit, if applicable, a Services fee credit for such month calculated at 10 percent of the monthly payment amount for the applicable deficient Service.

The credit will be in the form of a credit towards any outstanding balance for Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

5. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, TO THE EXTENT NOT PROHIBITED BY STATE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
6. Service Monitoring and Analyses. Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your Services requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and Services portfolio, to help Oracle address deficiencies in its product and Services offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle will retain all intellectual property rights in Service Analyses.

7. Use of Services. Oracle may make changes or updates to the Services during the Services Period, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide Services from locations, and/or through use of subcontractors, worldwide.

You acknowledge and agree that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees, and if Oracle's cost of providing Services is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

8. Data Privacy. In addition to the privacy and security policies referenced in the Agreement and order for the applicable services, Oracle will comply with the Oracle Managed Cloud Services Service Description. The Oracle Managed Cloud Services Service Descriptions are available under the category "Cloud Services" at <http://www.oracle.com/contracts>.

During the Services Period, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Period. Unless otherwise specified in the order or this exhibit, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in the order or this exhibit. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

9. Previous or Unused Services. You agree that the order terminates and supersedes the following Ordering Document(s) between the parties, **US\_OD\_6692007\_MetropolitanGovofNashville\_06-DEC-2017\_vbabida\_v3** dated 26-JAN-2018 and **US\_OD\_7274107\_The Metropolitan of Nashville & Davidson County\_v071817\_25-APR-2018\_smvogt\_v4** dated 23-MAY-2018 , including all Exhibits placed thereunder and all amendments thereto (collectively, the "Previous Services Agreement"), under which you previously acquired Managed Cloud Services ("Previous Services"), and that, accordingly, you hereby terminate Previous Services for all Managed Cloud Services identified in the Previous Services Agreement. You agree to pay any fees for Previous Services that have accrued prior to the effective date of the Ordering Document to which this Exhibit is attached. The actual unpaid services fee will be processed as of the effective date of the Ordering Document to which this Exhibit is attached.

The Managed Cloud Services fees due under the Ordering Document and this Exhibit shall be reduced by the amount of fees paid for unused services, if any, associated with your Previous Services Agreement as stated above provided that the invoices for such services have been paid in full. The amount of services fee reduction will be processed as of the effective date the Ordering Document to which this Exhibit is attached.

## EXHIBIT A

**Privacy @ Oracle - Oracle Services Privacy Policy**

This Oracle Services Privacy Policy (“Services Privacy Policy”) is organized into three sections:

- I. **The first section (Services Personal Information Data Processing Terms)** describes the privacy and security practices that Oracle Corporation and its affiliates (“Oracle”) employ when handling Services Personal Information (as defined below) for the provision of Technical Support, Consulting, Cloud or other services (the “Services”) provided to Oracle customers (“You” or “Your”) during the term of Your order for Services.

**Services Personal Information** is personal information that is provided by You, resides on Oracle, customer or third-party systems and environments, and is processed by Oracle on Your behalf in order to perform the Services. Services Personal Information may include, depending on the Services: information concerning family, lifestyle and social circumstances; employment details; financial details; online identifiers such as mobile device IDs and IP addresses, and first party online behavior and interest data. Services Personal Information may relate to Your representatives and end users, such as Your employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients.

- II. **The second section (System Operations Data Processing Terms)** describes the privacy and security practices that apply to personal information that may be incidentally contained in Systems Operation Data that is generated by the interaction of (end-)users of our Services (“Users”) with the Oracle systems and networks used to monitor, safeguard and deliver Services to our customer base.

**Systems Operations Data** may include log files, event files, and other trace and diagnostic files, as well as statistical and aggregated information that relates to the use and operation of our Services, and the systems and networks these Services run on.

- III. **The third section (Communications and Notifications to Customers and Users)** applies to both Services Personal Information and personal information contained in Systems Operations Data, describes how Oracle handles legally required disclosure requests, and informs You and Users how to communicate with Oracle’s Global Data Protection Officer or file a complaint.

The definitions of Services Personal Information and Systems Operations Data do not include Your or **User contact and related information** collected from the use of Oracle websites, or Your or User interactions with us during the contracting process. Oracle’s handling of this information is subject to the terms of the General Oracle Privacy Policy.

## I. SERVICES PERSONAL INFORMATION DATA PROCESSING TERMS

Oracle treats all Services Personal Information in accordance with the terms of Sections I and III of this Policy and Your order for Services.

In the event of any conflict between the terms of this Services Privacy Policy and any privacy terms incorporated into Your order for Services, including an Oracle Data Processing Agreement, the relevant privacy terms of Your order for Services shall take precedence.

1. **Performance of the Services**  
Oracle may process Services Personal Information for the processing activities necessary to perform the Services, including for testing and applying new product or system versions, patches, updates and upgrades, and resolving bugs and other issues You have reported to Oracle.
2. **Customer instructions**  
You are the controller of the Services Personal Information processed by Oracle to perform the Services. Oracle will process your Services Personal Information as specified in Your Services order and Your documented additional written instructions to the extent necessary for Oracle to (i) comply with its processor obligations under applicable data protection law or (ii) assist You to comply with Your controller obligations under applicable data protection law relevant to Your use of the Services. Oracle will promptly inform You if, in our reasonable opinion, Your instruction infringes applicable data protection law. Additional fees may apply.
3. **Rights of individuals**  
You control access to Your Services Personal Information by Your end users, and Your end users should direct any requests related to their Services Personal Information to You. To the extent such access is not available to You, Oracle will provide reasonable

assistance with requests from individuals to access, delete or erase, restrict, rectify, receive and transmit, block access to or object to processing of Services Personal Information on Oracle systems.

4. Security and confidentiality

Oracle has implemented and will maintain technical and organizational measures designed to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Services Personal Information. These measures, which are generally aligned with the ISO/IEC 27001:2013 standard, govern all areas of security applicable to the Services, including physical access, system access, data access, transmission, input, security oversight, and enforcement.

Oracle employees are required to maintain the confidentiality of personal information. Employees' obligations include written confidentiality agreements, regular training on information protection, and compliance with company policies concerning protection of confidential information.

See additional details regarding the specific security measures that apply to the Services are set out in the security practices for these Services, including regarding data retention and deletion, available for review.

5. Incident Management and data breach notification.

Oracle promptly evaluates and responds to incidents that create suspicion of or indicate unauthorized access to or handling of Services Personal Information.

If Oracle becomes aware and determines that an incident involving Services Personal Information qualifies as a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Services Personal Information transmitted, stored or otherwise processed on Oracle systems that compromises the security, confidentiality or integrity of such Services Personal Information, Oracle will report such breach to You without undue delay.

As information regarding the breach is collected or otherwise reasonably becomes available to Oracle and to the extent permitted by law, Oracle will provide You with additional relevant information concerning the breach reasonably known or available to Oracle.

6. Subprocessors

To the extent Oracle engages third party subprocessors to have access to Services Personal Information in order to assist in the provision of Services, such subprocessors shall be subject to the same level of data protection and security as Oracle under the terms of Your order for Services. Oracle is responsible for its subprocessors' compliance with the terms of Your order for Services.

Oracle maintains lists of Oracle Affiliates and subprocessors that may process Services Personal Information. Additional information is available to You via My Oracle Support (<https://support.oracle.com>) Document ID 2121811.1, or other applicable primary support tool provided for the Services.

7. Cross-border data transfers

Oracle is a global corporation with operations in over 80 countries and Services Personal Information may be processed globally as necessary in accordance with this policy. If Services Personal Information is transferred to an Oracle recipient in a country that does not provide an adequate level of protection for personal information, Oracle will take adequate measures designed to protect the Services Personal Information, such as ensuring that such transfers are subject to the terms of the EU Model Clauses or other adequate transfer mechanism as required under relevant data protection.

In the event the services agreement between You and Oracle references the Oracle Data Processing Agreement for Oracle Services ("DPA"), further details on the relevant data transfer mechanism that applies to Your order for Oracle services are available in the DPA. In particular, for Services Personal

Information transferred from the European Economic Area ("EEA"), Switzerland, or the United Kingdom ("UK"), such transfers are subject to Oracle's Binding Corporate Rules for Processors (BCR-P) or the terms of the EU Model Clauses.

8. Audit rights

To the extent provided in your order for Services, You may at Your sole expense audit Oracle's compliance with the terms of this Services Privacy Policy by sending Oracle a written request, including a detailed audit plan, at least six weeks in advance of the proposed audit date. You and Oracle will work cooperatively to agree on a final audit plan.

The audit shall be conducted no more than once during a twelve-month period, during regular business hours, subject to Oracle's on-site policies and regulations, and may not unreasonably interfere with business activities. If You would like to use a third party to conduct the audit, the third party auditor shall be mutually agreed to by the parties and the third-party auditor must execute a written confidentiality agreement acceptable to Oracle. Upon completion of the audit, You will provide Oracle with a copy of the audit report, which is classified as confidential information under the terms of Your agreement with Oracle.

Oracle will contribute to such audits by providing You with the information and assistance reasonably necessary to conduct the audit, including any relevant records of processing activities applicable to the Services. If the requested audit scope is addressed in a SOC 1 or SOC 2, ISO, NIST, PCI DSS, HIPAA or similar audit report issued by a qualified third party auditor within the prior twelve months and Oracle provides such report to You confirming there are no known material changes in the controls audited, You agree to accept the findings presented in the third party audit report in lieu of requesting an audit of the same controls covered by the report. Additional audit terms may be included in Your order for Services.

9. Deletion or return of Services Personal Information

Except as otherwise specified in an order for services or required by law, upon termination of services or at your request, Oracle will delete your production customer data located on Oracle computers in a manner designed to ensure that they cannot reasonably be accessed or read, unless there is a legal obligation imposed on Oracle preventing it from deleting all or part of the data. You may consult with your Oracle services contact for additional information on data deletion prior to service completion.

## II. SYSTEMS OPERATIONS DATA PROCESSING TERMS

1. Responsibility and purposes for processing personal information

Oracle Corporation and its affiliated entities are responsible for processing personal information that may be incidentally contained in Systems Operations Data in accordance with Sections II and III of this Policy. See the list of Oracle entities. Please select a region and country to view the registered address and contact details of the Oracle entity or entities located in each country.

We may collect or generate Systems Operations Data for the following purposes:

- a. to help keep our Services secure, including for security monitoring and identity management;
- b. to investigate and prevent potential fraud or illegal activities involving our systems and networks, including to prevent cyber-attacks and to detect bots;
- c. to administer our back-up disaster recovery plans and policies;
- d. to confirm compliance with licensing and other terms of use (license compliance monitoring);
- e. for research and development purposes, including to analyze, develop, improve and optimize our Services;
- f. to comply with applicable laws and regulations and to operate our business, including to comply with legally mandated reporting, disclosure or other legal process requests, for mergers and acquisitions, finance and accounting, archiving and insurance purposes, legal and business consulting and in the context of dispute resolution.

For personal information contained in Systems Operations Data collected in the EU, our legal basis for processing such information is our legitimate interest in performing, maintaining and securing our products and services and operating our business in an efficient and appropriate manner. Personal information may also be processed based on our legal obligations or legitimate interest to comply with such legal obligations.

2. Sharing personal information

Personal information contained in Systems Operations Data may be shared throughout Oracle's global organization. A list of Oracle entities is available as indicated above.

We may also share such personal information with the following third parties:

- third-party service providers (for example IT service providers, lawyers and auditors) in order for those service providers to perform business functions on behalf of Oracle;
- relevant third parties in the event of a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings);
- as required by law, such as to comply with a subpoena or other legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to government requests, including public and government authorities outside your country of residence, for national security and/or law enforcement purposes.

When third parties are given access to personal information contained in Systems Operations Data, we will take the appropriate contractual, technical and organisational measures to ensure, for example, that personal information is only processed to the extent that such processing is necessary, consistent with this Privacy Policy and in accordance with applicable law.

3. Cross-border data transfers

If personal information contained in Systems Operations Data is transferred to an Oracle recipient in a country that does not provide an adequate level of protection for personal information, Oracle will take measures designed to adequately protect information about Users, such as ensuring that such transfers are subject to the terms of the EU Model Clauses.

4. Security

Oracle has implemented appropriate technical, physical and organisational measures in accordance with the Oracle Corporate Security Practices designed to protect personal information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access as well as all other forms of unlawful processing (including, but not limited to, unnecessary collection) or further processing.

5. User choices

To the extent provided under applicable laws, Users may request to access, correct, update or delete personal information contained in Systems Operations Data in certain cases, or otherwise exercise their choices with regard to their personal information by filling out an inquiry form.

### III. COMMUNICATIONS AND NOTIFICATIONS TO CUSTOMERS AND USERS

1. Legal requirements.

Oracle may be required to provide access to Services Personal Information and to personal information contained in Systems Operations Data as required by law, such as to comply with a subpoena or other legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect Your or a User's safety or the safety of others, investigate fraud, or respond to government requests, including public and government authorities outside Your or a User's country of residence, for national security and/or law enforcement purposes.

Oracle will promptly inform You of requests to provide access to Services Personal Information, unless otherwise required by law.

2. Global Data Protection Officer

Oracle has appointed a Global Data Protection Officer who is also Oracle's Chief Privacy Officer. If You or a User believe that personal information has been used in a way that is not consistent with this Privacy Policy, or if You or a User have further questions, comments or suggestions related to Oracle's handling of Services Personal Information or personal information contained in Systems Operations Data, please contact the Data Protection Officer by filling out an inquiry form.

Written inquiries to the Global Data Protection Officer may be addressed to:

Oracle Corporation  
Global Data Protection Officer Willis Tower  
233 South Wacker Drive 45th Floor  
Chicago, IL 60606 U.S.A.

For personal information collected INSIDE the EU/EEA, written inquiries to the EU Data Protection Officer may be addressed to:

Robert Niedermeier Hauptstraße 4  
D-85579 Neubiberg / München Germany

For personal information collected INSIDE Brazil, written inquiries to the Brazilian Data Protection Officer may be addressed to:

Alexandre Sarte  
Rua Dr. Jose Aureo Bustamante, 455 Vila São Francisco  
São Paulo, BR

3. Dispute resolution or filing a complaint

If You or a User have any complaints regarding our compliance with our privacy and security practices, please contact us first. We will investigate and attempt to resolve any complaints and disputes regarding our privacy practices.

Users that have an unresolved privacy or data use concern that we have not addressed satisfactorily, can contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

Under certain conditions, Users may invoke binding arbitration when other dispute resolution procedures have been exhausted. Users also have the right to file a complaint with a competent data protection authority if they are a resident of a European Union member state.

4. Changes to this Services Privacy Policy

This Privacy Policy was last updated on April 9, 2021. However, the Services Privacy Policy can change over time, for example to comply with legal requirements or to meet changing business needs. The most up-to-date version can be found on this website. In cases of material changes, we will also inform you in another appropriate way (for example via a pop-up notice or statement of changes on our website) prior to the changes becoming effective.

## Exhibit B

The Oracle logo is displayed in red, consisting of the word "ORACLE" in a bold, sans-serif font. Below the logo is a thick red horizontal line that spans the width of the page.

## Data Processing Agreement for Oracle Services ("Data Processing Agreement")

Version June 26, 2019

### 1. Scope and Applicability

1.1 This Data Processing Agreement applies to Oracle's Processing of Personal Information on Your behalf as a Processor for the provision of the Services specified in Your Services Agreement. Unless otherwise expressly stated in Your Services Agreement, this version of the Data Processing Agreement shall be effective and remain in force for the term of Your Services Agreement.

1.2 In addition, any Processing of Personal Information subject to Applicable European Data Protection Law is subject to the additional terms of the European DPA Addendum set out in Exhibit 1 and the Oracle Processor Code referenced therein.

### 2. Responsibility for Processing of Personal Information and Your instructions

2.1 You are a Controller and Oracle is a Processor for the Processing of Personal Information as part of the provision of the Services. Each party is responsible for compliance with its respective obligations under Applicable Data Protection Law.

2.2 Oracle will Process Personal Information solely for the purpose of providing the Services in accordance with the Services Agreement and this Data Processing Agreement.

2.3 In addition to Your instructions incorporated into the Services Agreement, You may provide additional instructions in writing to Oracle with regard to Processing of Personal Information in accordance with Applicable Data Protection Law. Oracle will promptly comply with all such instructions to the extent necessary for Oracle to (i) comply with its Processor obligations under Applicable Data Protection Law; or (ii) assist You to comply with Your Controller obligations under Applicable Data Protection Law relevant to Your use of the Services.

2.4 Oracle will follow Your instructions at no additional cost to You and within the timeframes reasonably necessary for You to comply with your obligations under Applicable Data Protection Law. To the extent Oracle expects to incur additional charges or fees not covered by the fees for Services payable under the Services Agreement, such as additional license or third party contractor fees, it will promptly inform You thereof upon receiving Your instructions. Without prejudice to Oracle's obligation to comply with Your instructions, the parties will then negotiate in good faith with respect to any such charges or fees.



2.5 Unless otherwise specified in the Services Agreement, You may not provide Oracle with any sensitive or special Personal Information that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Data Processing Agreement or Services Agreement.

### **3. Privacy Inquiries and Requests from Individuals**

3.1 If You receive a request or inquiry from an Individual related to Personal Information processed by Oracle for the provision of Services, You can either (i) securely access Your Services environment that holds Personal Information to address the request, or (ii) to the extent such access is not available to You, submit a “service request” via My Oracle Support (or other applicable primary support tool or support contact provided for the Services, such as Your project manager) with detailed written instructions to Oracle on how to assist You with such request.

3.2 If Oracle directly receives any requests or inquiries from Individuals that have identified You as the Controller, it will promptly pass on such requests to You without responding to the Individual. Otherwise, Oracle will advise the Individual to identify and contact the relevant controller(s).

### **4. Oracle Affiliates and Third Party Subprocessors**

4.1 To the extent Oracle engages Third Party Subprocessors and/or Oracle Affiliates to Process Personal Information, such entities shall be subject to the same level of data protection and security as Oracle under the terms of the Services Agreement. Oracle is responsible for the performance of the Oracle Affiliates’ and Third Party Subprocessors’ obligations in compliance with the terms of this Data Processing Agreement and Applicable Data Protection Law.

### **5. Cross-border data transfers**

5.1 Without prejudice to any applicable regional data center restrictions for hosted Services specified in Your Services Agreement, Oracle may Process Personal Information globally as necessary to perform the Services.

5.2 To the extent such global access involves a transfer of Personal Information subject to cross-border transfer restrictions under Applicable Data Protection Law, such transfers shall be subject to (i) for transfers to Oracle Affiliates, the terms of the Oracle Intra-Company Data Transfer and Mandate Agreement, which requires all transfers of Personal Information to be made in ADA

with Applicable Data Protection Law and all applicable Oracle security and data privacy policies and standards globally; and (ii) for transfers to Third Party Subprocessors, security and data privacy requirements consistent with the relevant requirements of this Data Processing Agreement and Applicable Data Protection Law.

### **6. Security and Confidentiality**

6.1 Oracle has implemented and will maintain appropriate technical and organizational security measures for the Processing of Personal Information designed to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information. These security measures govern all areas of security applicable to the Services, including physical access, system access, data access, transmission and encryption, input, data backup, data

segregation and security oversight, enforcement and other security controls and measures. Additional details regarding the specific security measures that apply to the Services You have ordered are set out in the relevant security practices for these Services:

- For **Cloud Services**: Oracle's Hosting & Delivery Policies, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>;
- For **NetSuite (NSGBU) Services**: NetSuite's Terms of Service, available at: <http://www.netsuite.com/portal/resource/terms-of-service.shtml>;
- For **Global Customer Support Services**: Oracle's Global Customer Support Security Practices available at: <https://www.oracle.com/support/policies.html>;

□ For **Consulting and Advanced Customer Support (ACS) Services**: Oracle's Consulting and ACS Security Practices available at: <http://www.oracle.com/us/corporate/contracts/consulting-services/index.html>.

6.2 All Oracle and Oracle Affiliates employees, as well as any Third Party Subprocessors that Process Personal Information, are subject to appropriate written confidentiality arrangements, including confidentiality agreements, regular training on information protection, and compliance with Oracle policies concerning protection of confidential information.

## 7. Audit Rights

7.1 You may audit Oracle's compliance with its obligations under this Data Processing Agreement up to once per year. In addition, to the extent required by Applicable Data Protection Law, You or Your Regulator may perform more frequent audits.

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

7.3 To request an audit, You must submit a detailed proposed audit plan to Oracle at least two weeks in advance of the proposed audit date. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Oracle will review the proposed audit plan and provide You with any concerns or questions. Oracle will work cooperatively with You to agree on a final audit plan.

7.4 The audit must be conducted during regular business hours at the applicable facility, subject to the agreed final audit plan and Oracle's health and safety or other relevant policies, and may not unreasonably interfere with Oracle business activities.

7.5 Upon completion of the audit, You will provide Oracle with a copy of the audit report, which is subject to the confidentiality terms of Your Services Agreement. You may use the audit reports only for the purposes of meeting Your regulatory audit requirements and/or confirming compliance with the requirements of this Data Processing Agreement.

7.6 Each party will bear its own costs in relation to the audit, unless Oracle promptly informs you upon reviewing Your audit plan that it expects to incur additional charges or fees in the performance of the audit that are not covered by the fees

payable under Your Services Agreement, such as additional license or third party contractor fees. The parties will negotiate in good faith with respect to any such charges or fees.

7.7 Without prejudice to the rights granted in Section 7.1 above, if the requested audit scope is addressed in a SOC, ISO, NIST, PCI DSS, HIPAA or similar audit report issued by a qualified third party auditor within the prior twelve months and Oracle provides such report to You confirming there are no known material changes in the controls audited, You agree to accept the findings presented in the third party audit report in lieu of requesting an audit of the same controls covered by the report.

## **7. Incident Management and Breach Notification**

8.1 Oracle has implemented controls and policies designed to detect and promptly respond to incidents that create suspicion of or indicate destruction, loss, alteration, unauthorized disclosure or access to Personal Information transmitted, stored or otherwise Processed. Oracle will promptly define escalation paths to investigate such incidents in order to confirm if a Personal Information Breach has occurred, and to take reasonable measures designed to identify the root cause(s) of the Personal Information Breach, mitigate any possible adverse effects and prevent a recurrence.

8.2 Oracle will notify you of a confirmed Personal Information Breach without undue delay but at the latest within 24 hours. As information regarding the Personal Information Breach is collected or otherwise reasonably becomes available to Oracle, Oracle will also provide You with (i) a description of the nature and reasonably anticipated consequences of the Personal Information Breach; (ii) the measures taken to mitigate any possible adverse effects and prevent a recurrence; and (iii) where possible, information about the types of Personal Information that were the subject of the Personal Information Breach. You agree to coordinate with Oracle on the content of Your intended public statements or required notices for the affected Individuals and/or notices to the relevant Regulators regarding the Personal Information Breach.

## **9. Return and Deletion of Personal Information**

9.1 Upon termination of the Services, Oracle will promptly return, including by providing available data retrieval functionality, or delete any remaining copies of Personal Information on Oracle systems or Services environments, except as otherwise stated in the Services Agreement.

9.2 For Personal Information held on Your systems or environments, or for Services for which no data retrieval functionality is provided by Oracle as part of the Services, You are advised to take appropriate action to back up or otherwise store separately any Personal Information while the production Services environment is still active prior to termination.

## **8. Legal Requirements**

10.1 Oracle may be required by law to provide access to Personal Information, such as to comply with a subpoena or other legal process, or to respond to government requests, including public and government authorities for national security and/or law enforcement purposes.

10.2 Oracle will promptly inform You of requests to provide access to Personal Information, unless otherwise required by law.

## 9. Definitions

**“Applicable Data Protection Law”** means all data privacy or data protection laws or regulations globally that apply to the Processing of Personal Information under this Data Processing Agreement, which may include Applicable European Data Protection Law.

**“Applicable European Data Protection Law”** means (i) the EU General Data Protection Regulation EU/2016/679, as supplemented by applicable EU Member State law and as incorporated into the EEA Agreement; (ii) the Swiss Federal Act of 19 June 1992 on Data Protection, as amended; and (iii) the UK Data Protection Act 2018.

**“Europe”** means for the purposes of this Data Processing Agreement (i) the European Economic Area, consisting of the EU Member States, Iceland, Lichtenstein and Norway; (ii) Switzerland and (iii) the UK after it withdraws from the EU.

**“Individual”** shall have the same meaning as the term “data subject” or the equivalent term under Applicable Data Protection Law.

**“Process/Processing”, “Controller”, “Processor” and “Binding Corporate Rules”** (or the equivalent terms) have the meaning set forth under Applicable Data Protection Law.

**“Oracle Affiliate(s)”** means the subsidiar(y)(ies) of Oracle Corporation that may Process Personal Information as set forth in Section 4.

**“Oracle Intra-Company Data Transfer and Mandate Agreement”** means the Oracle Intra-Company Data Transfer and Mandate Agreement for Customer Services Personal Information entered into between Oracle Corporation and the Oracle Affiliates.

**“Oracle Processor Code”** means Oracle’s Privacy Code for Processing Personal Information of Customer Individuals referenced in the European DPA Addendum.

**“Oracle”** means the Oracle Affiliate that has executed the Services Agreement.

**“Personal Information”** shall have the same meaning as the term “personal data”, “personally identifiable information (PII)” or the equivalent term under Applicable Data Protection Law.

**“Personal Information Breach”** means a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information transmitted, stored or otherwise Processed on Oracle systems or the Services environment that compromises the security, confidentiality or integrity of such Personal Information.

**“Regulator”** shall have the same meaning as the term “supervisory authority”, “data protection authority” or the equivalent term under Applicable Data Protection Law.

**“Services”** or the equivalent terms **“Service Offerings”** or **“services”** means the Cloud, Advanced Customer Support, Consulting, or Global Technical Support services specified in the Services Agreement.

**“Services Agreement”** means (i) the applicable order for the Services you have purchased from Oracle; (ii) the applicable master agreement referenced in the applicable order, and (iii) the Service Specifications.

**“Third Party Subprocessor”** means a third party, other than an Oracle Affiliate, which Oracle subcontracts with and which may Process Personal Information as set forth in Section 4.

**“You”** means the customer entity that has executed the Services Agreement.

Other capitalized terms have the definitions provided for them in the Services Agreement.

## Exhibit C - Affidavits

**Compliance with Laws:** Oracle America, Inc. ("Oracle") states that it is presently in compliance with, and will continue to maintain compliance with, all laws to the extent that such laws, by their terms, are expressly applicable to Oracle's delivery of Services under the Master Agreement and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the Services performed under the Master Agreement.

**Taxes and Licensure:** Oracle states that it has all applicable licenses, including business licenses. Oracle also states that it is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

**Nondiscrimination:** Oracle affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

**Employment Requirement:** Oracle affirms that its employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

**Covenant of Nondiscrimination:** Oracle affirms that in consideration of the privilege to submit offers in response to this solicitation, it hereby consents, covenants, and agrees as follows:

To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;

- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;
- Not to otherwise engage in discriminatory conduct;
- To provide a discrimination-free working environment;
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption; and
- That the failure of Oracle to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

**Contingent Fees:** It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, Oracle states that it has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

**Iran Divestment Act Affidavit:** By submission of this offer and in response to the solicitation, Oracle affirms that to the best of its knowledge and belief, neither Oracle, nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf).

**Sexual Harassment:** Oracle affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, Oracle shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with Oracle. M.C.L. 2.230.020

Oracle affirms all of the above statements to the best of Oracle's knowledge.

Oracle has not submitted a bid or proposal to Metro and therefore takes exception to all references to proposing or bidding or being a bidder or proposer, or submitting a proposal or bid or any variation thereof.

**And Further Affiant Sayeth Not:**

Organization Name: Oracle America, Inc.

Organization Authorized Signatory Signature: Jake Camarillo

Name of Organization Authorized Signatory: Jake Camarillo

Title: Manager, Deal Management

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
SOLE SOURCE JUSTIFICATION FORM**



Rec. June 30, 2021

Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed sole source form and supporting documentation.

**Proposed supplier MUST be Registered in iProcurement**

Date: 6/21/21 Requesting Department/Agency/Commission: ITS DepartmentRequesting Official: Dawn Clark Telephone #: 615-862-6033This is for a multi-year contract.Product/Service Description: Oracle Application Hosting Services of EBS R12 and PeopleSoft Pension Calculation systems**Total Purchase (Enter the value for the entire contract life) Price: \$15,000,000**BU Number: 14521014Fund #: 51137Object Account: 502233 Any Other Accounting Info: EBS subaccountProposed Supplier: Oracle AmericaProposed Supplier Contact: Brad ForresterSupplier Address: 2300 Oracle WayCity: AustinST: TXZip: 78741Supplier Telephone #: 270.994.3189Supplier Email: brad.forrester@oracle.com**Metro Code: 4.12.060 Sole Source Procurement.**

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

**R4.12.060.02 Conditions for Use of Sole Source Procurement.**

Other, see explanation below

If Other, Explain Request: This Oracle application hosting services company has worked with our Oracle on premise hosting systems since their original implementation (EBS R12 project from 2017 - 2019 go live and PeopleSoft Pension Calculation system with HR since it's original implementation and subsequent migration over the last 10 years) and the integrations between those two Oracle application systems hosted together. With the ongoing Oracle application support/hosting services of EBS R12 only 18 months since that major go live and just migrating both EBS and PeopleSoft to the latest generation of hosting infrastructure within the last month, these all require their unique expertise and knowledge of these hosted Oracle application systems and the complex infrastructure implemented over a 2 year period along with the 3<sup>rd</sup> party applications. Their experience and knowledge obtained over the past almost 20 years for our ERP solution (JDE previously and EBS R12 currently) and unique government business challenges and complexity make this a business necessity to provide this 10-year sole source contract to follow the life of these systems.

Requesting Department Director's Signature of Approval: \_\_\_\_\_

Date: 6/30/2021**To be completed by the Procurement Division** Vetting & Research Needed; Date Requested by Purchasing Agent \_\_\_\_\_ Sole Source is Approved for \_\_\_\_\_ Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: \_\_\_\_\_ Date: \_\_\_\_\_



SS #: 2021101

June 30, 2021

Date Received: \_\_\_\_\_

**To be completed by the Procurement Division**

**Vetting & Research Needed; Date Requested by Purchasing Agent** \_\_\_\_\_

**Sole Source is Approved for:** contract \_\_\_\_\_

**Sole Source is Denied (See determination summary for denial reason)**

**PURCHASING AGENT:** Michelle R Hernandez Lane **Date:** 6/30/2021 | 5:34 PM

**Certificate Of Completion**

Envelope Id: 1F114F18C91F4B0DABCF81BEF44D6236	Status: Completed
Subject: Please DocuSign: Sole Source Request for ITS - SS2021101 Oracle	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 15	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

**Record Tracking**

Status: Original 6/30/2021 1:08:59 PM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Judy Cantlon Judy.Cantlon@nashville.gov Security Level: Email, Account Authentication (None)	<b>Completed</b>  Signed by link sent to Judy.Cantlon@nashville.gov Using IP Address: 170.190.198.185	Sent: 6/30/2021 1:12:53 PM Viewed: 6/30/2021 1:14:04 PM Signed: 6/30/2021 1:14:50 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 6/30/2021 1:14:04 PM  
ID: 8c64db38-e293-481f-a983-c8b0ec32c89f

Michelle A Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	<i>Michelle A Hernandez Lane</i>  Signature Adoption: Pre-selected Style Signed by link sent to michelle.lane@nashville.gov Using IP Address: 170.190.198.190	Sent: 6/30/2021 1:14:54 PM Viewed: 6/30/2021 5:33:31 PM Signed: 6/30/2021 5:34:40 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Dawn Clark Dawn.Clark@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 6/30/2021 5:34:43 PM
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**Electronic Record and Signature Disclosure:**

Carbon Copy Events	Status	Timestamp
Accepted: 12/21/2021 4:06:56 PM ID: 3856267a-4818-4173-8cb8-34190761b395  Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 3/24/2022 7:36:23 PM ID: 7170a791-795d-47e6-b279-b417c139f5e0	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 6/30/2021 5:34:44 PM
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 12/29/2021 9:46:41 AM ID: b64cc054-f106-4570-a33d-2a6a0d637898	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 6/30/2021 5:34:45 PM
PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 6/30/2021 5:34:46 PM Resent: 6/30/2021 5:34:54 PM
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 6/30/2021 5:34:47 PM Viewed: 4/4/2022 3:49:41 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2021 1:12:53 PM
Certified Delivered	Security Checked	6/30/2021 5:33:31 PM
Signing Complete	Security Checked	6/30/2021 5:34:40 PM
Completed	Security Checked	6/30/2021 5:34:47 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS**

- "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service.
- "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User.
- "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service.
- "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.
- "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased.
- "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees.
- "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>.
- "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

**4. SUBSCRIPTION SERVICE** During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a "consumer;" (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,



overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. **DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. **TERM AND TERMINATION** The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. **SUBSCRIBER WARRANTIES** You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. **DOCUSIGN WARRANTIES** DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

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jake.camarillo@oracle.com		Viewed: 4/6/2022 3:59:24 PM
Manager, Deal Management		Signed: 4/7/2022 7:23:55 AM
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Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
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ID: 9922915b-2839-4ada-9d3b-7d1e350a13b9

Michelle A. Hernandez Lane		Sent: 4/7/2022 7:24:06 AM
michelle.lane@nashville.gov		Viewed: 4/7/2022 7:25:32 AM
Chief Procurement Officer/Purchasing Agent		Signed: 4/7/2022 7:25:42 AM
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Signer Events	Signature	Timestamp
<p>Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 4/7/2022 7:29:30 AM ID: 16fc27d1-fad1-4eba-a828-bb7ac77967cf</p>	 <p>Signature Adoption: Uploaded Signature Image Signed by link sent to keith.durbin@nashville.gov Using IP Address: 170.190.198.185</p>	<p>Sent: 4/7/2022 7:25:49 AM Viewed: 4/7/2022 7:29:30 AM Signed: 4/7/2022 7:29:59 AM</p>
<p>Kelly Flannery/TJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 4/7/2022 7:58:43 AM ID: da696c66-6c07-4fac-984d-08923fa1ebb1</p>	 <p>Signature Adoption: Pre-selected Style Signed by link sent to Tom.Eddlemon@nashville.gov Using IP Address: 67.177.190.102 Signed using mobile</p>	<p>Sent: 4/7/2022 7:30:10 AM Viewed: 4/7/2022 7:58:43 AM Signed: 4/7/2022 7:59:23 AM</p>
<p>Kelly Flannery/MJW MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 4/7/2022 7:59:30 AM ID: da696c66-6c07-4fac-984d-08923fa1ebb1</p>	 <p>Signature Adoption: Pre-selected Style Signed by link sent to MaryJo.Wiggins@nashville.gov Using IP Address: 170.190.198.185</p>	<p>Sent: 4/7/2022 7:59:30 AM Viewed: 4/7/2022 8:35:07 AM Signed: 4/7/2022 8:35:51 AM</p>
<p>Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 4/7/2022 8:35:07 AM ID: 7e7c94c8-a33d-47d9-a618-b68714ad21f5</p>	 <p>Signature Adoption: Pre-selected Style Signed by link sent to tara.ladd@nashville.gov Using IP Address: 170.190.198.144</p>	<p>Sent: 4/7/2022 8:36:01 AM Viewed: 4/7/2022 9:53:03 AM Signed: 4/7/2022 9:53:14 AM</p>
<p>Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 4/7/2022 9:53:03 AM ID: 6e841516-e0ba-466a-9516-04c1fd563d55</p>		<p>Sent: 4/7/2022 9:53:31 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
<p>Terri Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 4/6/2022 3:36:50 PM
<p>Gary Clay Gary.Clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 4/6/2022 3:36:51 PM Viewed: 4/6/2022 3:39:21 PM
<p>Gregg Nicholson Gregg.Nicholson@nashville.gov Gregg Nicholson Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 4/6/2022 3:16:11 PM ID: d47fad7-5e6a-46ad-8a6e-acb60d8c4096</p>	<b>COPIED</b>	Sent: 4/6/2022 3:36:52 PM Viewed: 4/6/2022 3:38:12 PM
<p>Angela Johnson angela.johnson@oracle.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 4/6/2022 3:46:22 PM Viewed: 4/6/2022 3:48:35 PM
<p>Jason Roth jason.roth@oracle.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 4/6/2022 3:46:23 PM Viewed: 4/6/2022 3:58:52 PM
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 4/6/2022 9:36:19 AM ID: e483e963-b58a-4202-9dc4-bf56200a874f</p>	<b>COPIED</b>	Sent: 4/7/2022 9:53:23 AM Viewed: 4/7/2022 9:54:28 AM
<p>Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b></p>	<b>COPIED</b>	Sent: 4/7/2022 9:53:28 AM Viewed: 4/7/2022 9:54:45 AM

Carbon Copy Events	Status	Timestamp
Accepted: 4/7/2022 9:53:03 AM ID: 6e841516-e0ba-466a-9516-04c1fd563d55		
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 4/6/2022 9:38:22 AM ID: 897009f7-8ba0-47d3-ae5d-85c392b3ec8d		
Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/29/2021 9:46:41 AM ID: b64cc054-f106-4570-a33d-2a6a0d637898		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 4/7/2022 8:41:23 AM ID: d3ec242a-c3fc-41d7-84b2-8c7e97e1ebdd		
Cherie Bredal cherie.bredal@oracle.com Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Dawn Clark Dawn.Clark@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/21/2021 4:06:56 PM ID: 3856267a-4818-4173-8cb8-34190761b395		
Jim Ewart jim.ewart@oracle.com Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/6/2022 3:36:50 PM
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**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**