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Header 2

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 355301

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000012635

Legal Name: Eclat Integrated Software Solutions, INC

Alias/DBA:

Total Bid: \$196,800.00

Response Date: 09/21/2017

Response Time: 13:07

SO Doc Code: CRFQ

SO Dept: 1600

SO Doc ID: SOS1800000004

Published Date: 9/15/17

Close Date: 9/21/17

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 1 - Case Management software and

Total of Header Attachments: 2

Total of All Attachments: 2



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 355301

Solicitation Description : Addendum No. 1 - Case Management software and Annual Support

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-09-21 13:30:00	SR 1600 ESR09211700000001189	1

VENDOR

VS0000012635

Eclat Integrated Software Solutions, INC

Solicitation Number: CRFQ 1600 SOS1800000004

Total Bid : \$196,800.00

Response Date: 2017-09-21

Response Time: 13:07:53

Comments:

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature on File

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Case Management Software	1.00000	EA	\$196,800.000000	\$196,800.00

Comm Code	Manufacturer	Specification	Model #
43232616			

Extended Description : Case management System including License, Software, Set-up and Configuration, Historical Data Migration and System Training, including First Year Maintenance and Support/Warranty



**WEST VIRGINIA SECRETARY OF STATE'S
OFFICE(WVSOS)**

STATE OF WEST VIRGINIA

FOR

CASE MANAGEMENT SYSTEM

Prepared and Submitted by:

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September 21st, 2017

September 21st,2017

Purchasing Division
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Post Office Box 50130
Charleston, WV-25305-0130

Request for Quotation
Case Management Software Solution
For
West Virginia Secretary of State's Office (WVSOS)
State of West Virginia

To Whom It May Concern,

Éclat Integrated Software Solutions Inc. (Éclat) Solutions is grateful for the opportunity to submit this proposal to West Virginia Secretary of State's Office-State of West Virginia for a Case Management Software Solution. We have carefully considered the goals and objectives and the statement of work in the Agency's Request for Proposal document and put together this proposal explaining in detail how we can fulfill your requirements.

Éclat is a Texas based ITES Company, headquartered in Stafford that is almost exclusively aligned with Oracle Service Cloud and Business Automation strategy, offering extensive experience in developing strategy roadmaps for automated business transformations, process re-engineering and consulting services for small to mid-sized enterprises in the Higher Education, BFSI Sector, Life Sciences, Healthcare, Pharmaceutical, Maritime, Shipping, Defense, Telecom, Manufacturing, Technology, Retail & Distribution Sectors as well as for Local, State Government and Nonprofit Agencies.

Since our inception in 2002, we have successfully implemented numerous, end-to-end total solutions for our customers. This includes Consulting & Application Readiness Assessment, Implementations, Rollouts, Co-existence Deployments (Hybrid), Application maintenance and support, Digital Assurance, and Upgrades for existing and emerging business operations. Some key statistics about our successful record of accomplishment are highlighted below.



Years Providing Service	Full-Time Employees	1099 Contractors	Clients	Failed Projects
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We are very excited about this prospect and have delivered similar, highly successful application migration and integration services based in Oracle Service Cloud platform, in addition to the support services for applications migrated. Éclat is proven to have a vast experience in managing complex system integration projects for ensuring a smooth migration of the customer existing applications into modern Case Management Application Systems.

Having delivered many similar solutions for different businesses in the past, we are confident that we can provide your department with the same level of support and satisfaction. We understand the commitment required to deliver a comprehensive Case Management System to the Agency under the terms of the contract. We also confirm to have received and read receipts of all amendments of original RFP document.

Thank you for your time and effort. I would be more than happy to discuss with you should you have any questions or clarifications on this proposal. Please feel free to contact me directly at the number listed below.

Sincerely,



John Gabriel (PMP & ITIL Found. Certified)
Director - Projects & Delivery
ECLAT Integrated Software Solutions, Inc
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Hub Certificate

MBE Certificate

Requested Documents in the CRFQ

MSA & SOW

Oracle License

Oracle Cloud Service Agreement

EXECUTIVE SUMMARY

Éclat Integrated Software Solutions Inc. incorporated in the state of Texas, is a Certified Minority firm (MBE Certified). We are ecstatic to have this opportunity to present West Virginia Secretary of State's Office-State of West Virginia, to the Oracle Service Cloud (OSvC), with this Request to Proposal in regard to its Case Management Application Solution. As a certified Oracle Gold Partner and a recognized industry leader, Éclat, specializes in providing a broad spectrum of business, functional, and technical consulting services for Oracle Service Cloud, Siebel, PeopleSoft, and Oracle E-Business Suite. This means we have the experience and the expertise to help businesses with IT strategy, implementation, outsourcing, and optimization.

Our proposal is intended to enhance the Case Management procedures, along with proposers' back-end administration by replacing the present out-of-date system with a more robust customer experience application that integrates the two.

There are 3 primary points we wish to make in this response:

1. Introduction to the Oracle Service Cloud (OSvC) and its ability to Engage and empower your internal stakeholder groups and users, enabling you with the abilities to Adapt to the ever changing demanded by your constituents.
2. Examine and Validate the key advantages of Oracle Service Cloud (OSvC) in comparison to the capabilities of other proposer's multi-channel customer experience capabilities, highlighting visible examples of how (OSvC) has enabled existing clients to improve their constituent engagement experiences.
3. Provide a viable "Quick-Win" approach that can deliver visible progress to your constituents within 90 days, while lowering your costs and improving your customer service immediately.

We believe our offering provides a low-risk, proven solution that will be designed and configured by a talented, proven team and will enable the agency to achieve all its business objectives and underlying goals.

Our Staff comprises of skilled personnel who can work under client's direction, supporting them develop, maintain, manage, and support their applications. Our skilled application professionals assist clients manage fluctuating skill needs, skills gap and changing staffing needs to meet your aggressive project timelines. Éclat resources work with you on-site or remote, and are certified in key technologies from multiple global delivery centers worldwide.

Éclat has unrivalled experience optimizing application investments and aligning them to business requirements. Through continuous extension of our process and technology skills through certification, training, and in-depth collaboration, we leverage our partners' technology to produce greater business value and improve our clients' overall return on investments. With a global

footprint that can help clients increase productivity, accelerate implementation cycles, and empower growth for companies and organizations around the world.

While Éclat believes the service, capabilities are important, the project success is ultimately tied to the capabilities of business partners to deliver projects of this scale, scope, and complexity. We are a firm that focuses on delivering total end-to-end solutions to agencies. With zero failed projects and 15 years of successful experience working for various agencies, we have amassed a body of work that demonstrates our ability to meet the needs of West Virginia Secretary of State's Office-State of West Virginia, in terms of solution expertise, domain experience, and technical capabilities. We understand the commitment required to deliver a successful Oracle based Case Management Application to the agency.

Our initiatives help organizations develop and execute comprehensive cloud strategies to shift to New IT and realize the potential of enterprise cloud computing. We conduct complete solution and project delivery, as we have a team of professionally certified OSvC Experts to offer fulfilling business functional and technical requirements throughout all phases of the project implementation. We strongly trust that the Agencies will maximize yields by implementing the recommended cloud based solution that will be accessible from anywhere, without the chains of hardware or software. Bearing in mind our past service performance records, we can therefore conclude that our engagement can give the West Virginia Secretary of State's Office-State of West Virginia best value for all the scope of services mentioned in the solicitation document.

HISTORY OF COMPANY AND LIST OF PRINCIPALS AND KEY PERSONNEL

Company Profile

Éclat is one of the fastest growing technology-driven, multifaceted service provider based in the State of Texas. With more than 15 years of industry experience in the technology market place, Éclat is well known for its strong technical capabilities in design, development, testing, implementation, management, maintenance and providing professional services to major corporations in a variety of industries nationwide.

Our success stems from the flexibility and cost-effectiveness of our work processes. Our team offers on-site, off-shore and near-shore solutions to help customers leverage our industry expertise. We begin by offering a No-obligation Analysis and then suggest best practices for our customers.

History

Éclat Integrated Software Solutions Incorporated was first founded in 2000 as iLang Inc. Our dedication to our customers' progress and impeccable delivery record ensured rapid success for iLang as we grew across multiple verticals. Within two years of founding, iLang needed a total revamp and it was re-branded in 2002 as Éclat Integrated Software Solutions, Incorporated.

Mission Statement

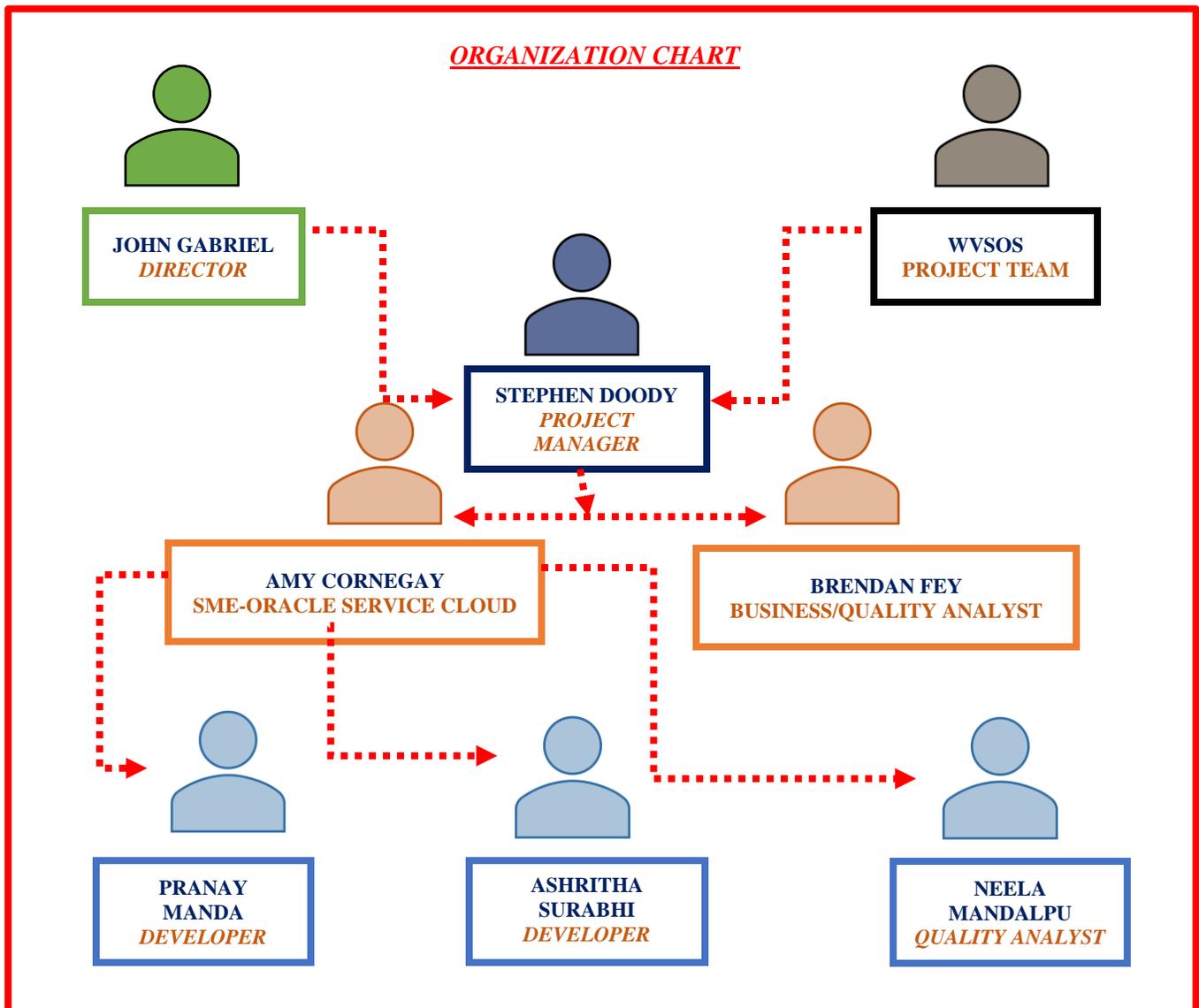
At Éclat, we're inspired by our customers' success. We take great pride in providing unique solutions to help our customers keep pace with a vastly technologically driven marketplace. We're committed to innovations that ensure our clients' can meet their individual growth and development goals on schedule. To ensure this, we provide proven tech-driven solutions that give our customers a boost over their competition. After all, our success is purely a by-product of our customers' achievements.

Capacity

- Revenue: 9.2 million in 2016
- Global Network: Local offices in four countries, with Development Centers located in USA (Houston, TX), Canada, India, and Singapore.
- Employees: About 107+ employees

List of Principals and Key Personnel

Title	Resource	Work Location
Director	John Gabriel	Houston, TX
Project Manager	Stephen Doody	Houston, TX
Business/Quality Analyst	Brendan Fey	Houston, TX
Oracle Service Cloud SME	Amy Cornegay	Houston, TX
Oracle Service Cloud Developer	Ashritha Surabhi	Houston, TX
Oracle Service Cloud Developer	Pranay Manda	Houston, TX
Quality Analyst	Neela Mandalpu	Houston, TX



HISTORY OF PROJECTS, OF SIMILAR SIZE AND SCOPE

A	
Client Name	City of Providence
Location	Rhode Island
Type of Service	Case Management Application.
Contact Person	QUAN TRAN
Email Address	qtran@providenceri.gov
Phone Number	401-680-5550
Scope	<ul style="list-style-type: none"> • System installed: Oracle Case Management System • Software version: Oracle Service Cloud – RightNow <p>Éclat strongly recommended a cloud based solution - Oracle Right Now Cloud Service (OSvC) implementation that would deliver a Software as a Service (SaaS) based Case Management Application. This a current project being handled by Eclat.</p>

B	
Client Name	Motorola Inc
Location	Florida
Type of Service	Claim/Case Management System Implementation
Contact Person	Rahul Ramachandran
Email Address	Rahulram@motorola.com
Phone Number	(888) 325-9336
Scope	<p>System installed: Oracle Case Management System Software version: Oracle Service Cloud – RightNow Éclat delivered an automated case handling system, that captured, tracked, assigned, and managed case requests from initial contact through resolution/closure; providing full analytical visibility across all case touchpoints</p>

SAMPLE SERVICE LEVEL AGREEMENT, MAINTENANCE, AND SUPPORT AGREEMENT

The Service Information screen on the proposed application also let you see the following:

Upcoming scheduled maintenance dates for the year, for both your production and staging environments.

- Maintenance done recently
- Details about these maintenance sessions
- Production environment's availability
- Application version

The Customer Care Plan details the types of service, coverage details and required time frames.

Service Feature	Description	Support Coverage Details
OFFSITE SUPPORT	Client may contact Éclat Support by telephone or web interface on a 24x7 basis to report a Software problem and provide input for initial assessment of Severity Level.	Initial response objective, based upon Severity Level, within the following time period after receipt of Client contact: Severity Level 1: 30 minutes; on a 24x7 basis Severity Level 2: 2 hours; on a 24x7 basis Severity Level 3: 3 local business hours Severity Level 4: 8 local business hours
ONSITE RESPONSE	Éclat Support sends authorized personnel to installation site to work on the problem after Éclat has isolated the problem and deemed Onsite Response necessary.	Initial Onsite Response objective is based on Severity Level, within the following time period after Éclat Support deems Onsite Support is necessary. Severity Level 1: 8 hours on a 24x7 basis Severity Level 2: Within 12 hours on a 24x7 basis Severity Level 3: Next business day, local business hours Severity Level 4: Next business day, local business hours

Severity Levels: *

Severity 1 Critical: a severe problem preventing client or workgroup from performing critical business functions.

Severity 2 High: the client or workgroup able to perform job function, but performance of job function degraded or severely limited.

Severity 3 Medium: the client or workgroup performance of job function is largely unaffected.

Severity 4 Request: minimal system impact; includes feature requests and other non-critical questions.

STATEMENT OF APPROACH

Vendor Response to System Requirements

Éclat Integrated Software Solutions, Inc. is delighted to present West Virginia Secretary of State's Office-State of West Virginia, with this capability statement in response to your Request to Proposal regarding a customizable and scalable Case Management Software System.

This proposal explains our approach to deliver a successful solution to Council, through West Virginia Purchasing Division. Our offering provides a low-risk, proven solution that will be designed and configured by a talented, proven team and will enable the agency to achieve all its business objectives and underlying goals.

Our Understanding

We understand that the state's office is looking for implementation of a new transparent Case Management Application that will,

- Streamline the process of current engagement turning it into frictionless, tailored service allowing increased visibility and productivity across multiple channels.
- Be compliant with the Agency's administrative rules and departments requirements.
- Deliver an automated case handling system, eliminating redundancies in data entry by capturing, tracking, assigning, and managing case requests from initial contact through resolution/closure.
- Provide flexibility in reporting i.e. flexibility in defining reporting parameters and ranges.
- Allow data and reports sharing within departments across multiple channels based on predefined organization wide access settings.
- Easily track each case's complete history of inquiries across all channels of their choice.
- Provide full analytical visibility across all case touchpoints.
- Allow data capturing and access functionality to case documents through a single point entry.
- Route the tasks to the most appropriate department required to handle the case and time improving operation efficiency.
- Migration of data from WVSOS's Legacy case management system to the new system database.

Our goal is to provide the WVS of state’s office with a total end-to-end solution that enables them to better achieve their mission, enhance productivity and manage the office’s residential requirements in compliance with the municipal ordinances and state laws with an all-inclusive case management system.

Proposed Solution - Oracle Right Now Cloud Service

We understand the management of cases involves many processes, information workflow and exchange, and multiple layers of case data and information. From the solicitation document, we incur the Agencies current challenge involves an out-of-date system, with multiple, disparate data sources, and resources with no ability to synchronize across the environment causing an extensive administrative workload.

Éclat strongly recommends a cloud based solution - Oracle Right Now Cloud Service (OSvC) implementation that would deliver a Software as a Service (SaaS) based Case Management Application. OSvC is an industry leading, multi-channel, real-time case management Software-as-a-Service (SaaS) solution brings all of this together in one connected enterprise platform that supports the full case management lifecycle.

This means the agency will be able to obtain a web-based solution that will out deliver on expectations, leveraging Oracle’s Web Portal, Case Management System, Workflow, Agent scripting, Business Rules, Escalation Routing, SLA Management, Agent Desktop, Reports, and customized Dashboard generation capabilities. It is a proven and highly flexible solution that can be fully configured for any case management program, function, and case type, and more.

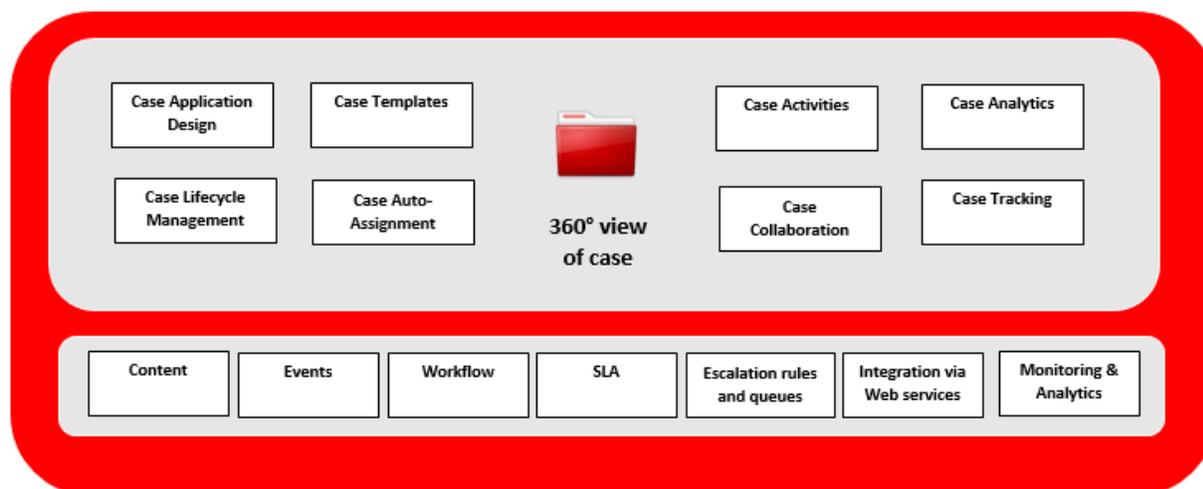


Figure 1 Oracle Case Management System

This will provide the agency with complete visibility into all case interactions and activities to manage cases, investigations, and associated outcomes more efficiently, and are ultimately enabled to close more cases per year. Accounts, contacts, case notes, intelligence, and associated assets are all interconnected and easily to access.

Case users can work across departments and can easily share information securely providing a 360-degree view of all interactions. We are proposing a single, searchable, extensible platform that can be assessed for all the required real-time updates to case information and keeping the case workers in the loop. Collaboration functionality can be tightly integrated into workflows with more flexible processes and information being shared more readily and less hierarchically, collaborating across divisions and user groups, sharing tasks in a more project-based fashion. Moreover, our proposed solution can be rapidly deployed and scaled at will to support current and future needs.

PROPOSED SOFTWARE DESCRIPTION

This section addresses the solutions capabilities for each functional area listed in the functional and technical requirement section of the document.

Oracle Service Cloud

Oracle Service Cloud is a Software as a Service (SaaS) solution that drives a fundamental change in the business relationship between the company and the software provider. With the SaaS from Oracle Service Cloud, there is a fundamental shift in ownership, a series of shifts in responsibilities, and fundamentally a shift of where cost and expense occurs.

With an Oracle Service Cloud solution, a company can expect to see a shift in focus with IT responsibilities and where costs occur. OSvC reduces or eliminates the hardware engineering portion, the operational management expense, and even the significant training and configuration costs. Business users can focus on delivering business functional value over managing all the technical responsibilities behind the scenes. Oracle Service Cloud specializes in running its service with true multi-tenancy. It is the only application in Oracle Service Cloud data centers, and OSvC continually drives uniformity in the infrastructure and software footprint.

Operational management services are leveraged across thousands of customers, allowing for more aggressive investment while spreading that cost across a much larger footprint. Oracle Service Cloud continually looks to leverage economies of scale in volume and specialization. Like any enterprise application, Oracle Service Cloud provides on-demand customers a number of key services that maximize the value of the solution. Things like user interface (UI) customization, workflow, custom business rules, security, and enterprise integration are all part of the service set. However, the transformational part is that OSvC provides this as an on-demand capability.

Hardware and Operating System Configuration

The OSvC Platform is built on Oracle hardware running Enterprise Linux, Apache, and MySQL connected to RAID-0 local storage, and network-attached storage for file-attach storage, all engineered for performance. The servers consist of high-end Intel-based Sun hardware serviced by Oracle Field Services. Database servers employ flash-cache for added performance and encryption for data security. Oracle ZFS-engineered systems provide the backbone network attached storage which forms the core of each pod.

OSvC Platform's multi-tiered architecture is optimized for performance and includes:

- ▲ Web servers are physically separated from database servers which are behind a separate physical firewall.

- ▲ Redundant fail-over firewalls separate the environment from the Internet.
- ▲ Redundant fail-over load balancers provide load-balancing, application-layer firewalls, and fail-over capabilities for HTTPS and CGI services.

Deployment Automation

OSvC can be expanded quickly to scale with the customer base and handle large surges of traffic. Pods can quickly be expanded in order to host more customers or sites as needed.

Spare equipment is generally kept on site and virtual machines can be spun-up quickly. Capacity of the environment is continually monitored. New services are brought online as specific thresholds are approached. The capacity of a pod can expand horizontally by adding hardware where it is needed. If the web pool is heavily loaded, more servers can be deployed to the pool. If a database cluster is approaching maximum connections allowed, additional database nodes and clusters can be added.

The decision to expand within an existing data center or to additional data centers is based on Oracle's assessment of the current capacity within the pod(s), customer requirements, availability, and compliance requirements.

HMS

The Hosting Management System, or HMS, is the heart of the OSvC Management Platform. HMS is used by OSvC Operations personnel to manage all aspects of the environment. HMS serves as the register for all sites and services in OSvC. A highly-automated and customized suite of tools, HMS is responsible for site and service provisioning, comprehensive site and service administration, customer-controllable upgrades, and multi-tenancy management capabilities that span all data centers. As capabilities in OSvC grow, the HMS framework allows integration of new products and features.

Multi-Tenancy / Multi-Version Innovation

Multiple customers exist per database server cluster and each customer has their own database schema, isolated and secured from other customers' data with schema-specific user accounts solely managed by the customer. Web sites are secured with a "chroot jail" which isolates each customer's configuration, look, and feel. Requests in the Apache-based Web tier can be routed to any web server. Web servers are stateless and have no customer or user affinity.



Figure 2 Major components of Service Cloud

SCOPE OF WORK

Proposed Project Approach and Implementation Methodology

Overview of the Implementation Methodology

Éclat agrees to fulfill the project delivery methodology requirements by tracking the progress, documenting the work accomplished and other applicable requirements for the duration of the project as mentioned in the solicitation document.

Brief description of the project delivery methodology

Éclat's project methodology focuses on business end users understanding on how to operate, manage, and take ownership of the Case Management System as we build and work with prototypes of the new system, ensuring system functionality and user knowledge are developed together to meet the Agency's organizational requirements and reduce long-term total cost of ownership.

Our Methodology is divided into five (5) phases, where each phase builds on the one that came before, delivering new functionality to meet organizational needs without the uncertainty associated with a more traditional "waterfall" approach. Data conversion occurs repeatedly during the prototypes, as do any business process changes and testing. Users begin working with the prototypes during the early phases, so that when the system goes into production, there is a smooth-running system and a workforce that knows how to use it.

It consists of five phases or prototypes:

Phase 1: Discovery

Phase 2: Configuration

Phase 3: Complex Extensions

Phase 4: Environmental Adaptations

Phase 5: Deployment

Our methodology focuses on optimizing the implementation of the standard applications, and executing only strategic customizations. This results in rapid implementations and reduced costs for our clients.

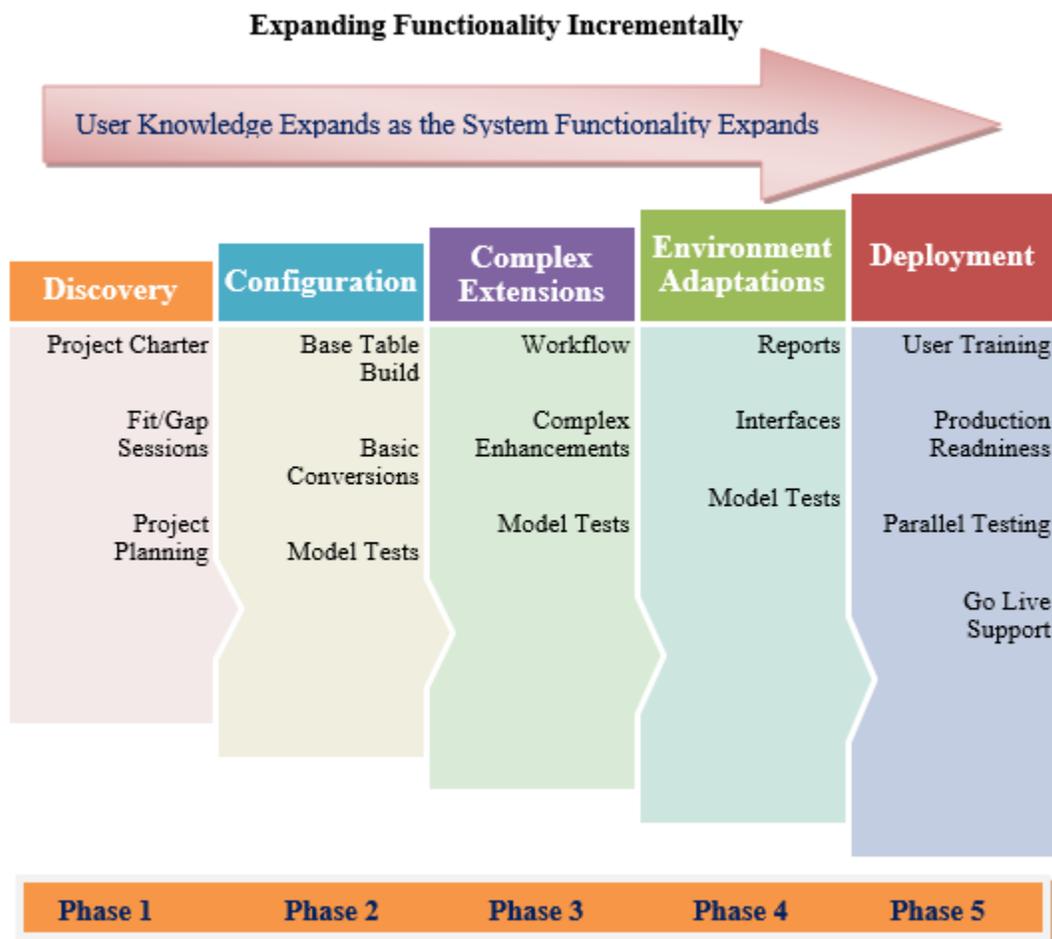


Figure 3 Milestones for each phase and deliverables

Our Prototyping is a critical development strategy during which Éclat personnel build the system in small, defined segments that capture the requirements incrementally for the organization. By modeling the software using a subset of the organization, we build on small successes until we have addressed the entire system. Each prototype adds more records and more complex processes to the environment.

At the end of the prototyping stage, the Case Management software is fully configured in a “vanilla” format using real data. The benefits to this approach are addressed in the table below:

Each phase starts small and focuses on manageable pieces of the larger organization adding momentum to the project.

Each phase enables project team members to participate in the project, learning the system with a “hands-on” approach.

Each successive phase generates a deliverable that can be reviewed by various levels of users at any stage in the project.

The first conversion of complex systems data will begin with a sample pilot population, and occurs multiple times. Additional populations are added with each subsequent conversion. Conversion of all data occurs at least twice.

At the conclusion of each phase, the evolving system is thoroughly tested and evaluated. Phase testing will be performed by the functional project team members and end-users ensuring that the system meets all the requirements, and uncovers any business, configuration, or customization problems so that they can be resolved in a timely manner. Test data will be used in the initial system exercising, testing early adaptations, customizations, interfaces, and reports. (As real-life data for users becomes available, results become more relevant.)

At the end of each phase, a working and increasingly complete Case Management System would emerge. Knowledge from the early prototypes is applied to subsequent prototypes. Because results are seen so early, the evaluation is timely, and any changes to previous adaptations or enhancement are minor.

Project Phases

PHASE 1: DISCOVERY

This phase begins with a Project Charter, where Éclat will work with the Agencies team to establish the vision and the strategy for the project, setting goals and objectives, developing implementation strategies, and assigning roles and responsibilities.

Next, we analyze and compare current requirements to the proposed system's delivered functionality with a Fit/Gap Analysis. Our Oracle Service Cloud business experts review current business processes with agencies team, then present recommendations for using the new system to improve efficiency. Then, we take what we learn to develop a comprehensive Project Plan.

DEVELOP PROJECT CHARTER

Éclat believes Project Charter establishes a foundation for the project by ensuring that all project participants share a clear understanding of the project goals and objectives, and agree on how these objectives will be achieved.

Some of the outcomes of this process will be as follows:

Aligning of organizational mission, goals, and objectives with the project to achieve maximum efficiencies as a result of the software implementation.

- Defining an agreed upon project scope including determining which modules/features of Oracle Service Cloud – Case Management System will be utilized by the organization.
- Two-way knowledge transfers between Éclat (project implementation knowledge) and the Agency (current environment, business processes, organizational hierarchy, strategic goals, etc.).
- Identifying and building the project team, and as well as defining team roles and responsibilities.
- Determining critical project strategies: deployment, training, documentation, testing, conversion, security, reporting, change management, and other major activities in a complex project.
- Defining a project management plan that addresses risk assessment, change control, issues management, quality planning and assessment, system issues tracking, status reporting, communication planning, project meetings, team ground rules, and more.
- Identifying source files for conversions and interfaces.

Éclat will work with the Agency to establish the baseline needs by performing a Fit/Gap Analysis. The Fit/Gap Analysis will address the business requirements, technical requirements, and planning activities associated with the implementation of Case Management System.

Éclat and the Agency project team members achieve the following during the Fit/Gap analysis:

- Review current business processes.
- Present recommendations on how the new system can be utilized.
- Present strategies to improve departmental efficiencies.
- Compare current business processes to standard delivered system processes.
- Identify how the system will support business requirements, and also identify areas where the system does not match those requirements.
- For each area where the system does not fit, document the gaps and provide alternative solutions, along with estimates of effort and Éclat's recommended solution.

DEVELOP PROJECT PLAN

The outcomes of the Project Charter and Fit/Gap Analysis processes are inputs to the Project Planning process.

- Éclat begins the planning process with a standard project plan template that has been modified to incorporate the project schedule.
- The plan is updated with development tasks that have been defined during the Fit/Gap Analysis.
- We work closely with the Agencies project manager to ensure that the final project plan will provide the detail necessary to easily track and manage the project using the plan as a tool.

PHASE 2: CONFIGURATION

Based on the information gathered during the Discovery phase, the project team will build a “baseline model” of the new system, setting up tables, converting basic data, partially loading some tables, and setting defaults and security. With this baseline model, the Agency can begin to see their new system come to life.

No modifications are incorporated into this first model. We feel it is important for our clients to use the system in its vanilla state to experience the system with their data and tables first. By doing this, often the client will determine what modifications defined during the Fit/Gap are not necessary.

Agency users will then load test data into the baseline model, and begin to familiarize themselves with the applications they will use to do their jobs. Any problems will be identified before going

into production. The model is thoroughly tested by the project team users to validate that your business processes can be managed with the new application. Once tested and approved, all future development will be built on the foundation this model provides.

Agency staff will learn the system from the ground up as they build the model under the guidance and leadership of Éclat's functional and technical experts. Because this is an iterative process, as users become more familiar with the testing processes, they will be able to take increasing responsibility for the processes. This is the first step to system ownership.

By the end of Phase 2, the following is completed:

- The initial functional and technical designs are completed to support data conversion tasks.
- Conversion, data mapping, and related programming tasks are initiated.
- A test database is established.
- Minor system configurations are completed in relation to delivered functions, tables, and panels.
- The Agency will gain a better understanding of how the delivered system functions in relation to “real life” usage through the Modeling process, so enhancements can be minimized or eliminated.
- Users fully understand the functionality of the purchased software package by thoroughly testing and exercising this prototype.
- The system design and project plan can be appropriately adjusted to reflect any changed requirements or new understanding of the Case Management System discovered during “hands on” use by the project team.

PERFORM INITIAL CONVERSION

For the conversion component of the project, Éclat identifies basic conversion requirements, including data sources, types of data to be converted, the most efficient and cost-effective manner of performing the task, the effort required to perform it, and the resources necessary. Sessions are conducted with key staff to gather requirements related to existing input sources. It is important that existing file/record layouts from the various sources are available, and that the appropriate staff are present to make timely decisions on conversion issues that may arise.

Éclat's approach to Data Mapping/Data Conversion consists of the following steps:

- Identification of the various sources for data to be converted (i.e., which records/files, automated or manual, are kept by the client's current systems).
- Mapping of the existing data to be converted into "vanilla" data tables.

- Determination and use of the various methods for converting the data, whether manual and/or automated. This may include identification of effective tools, the effort required to perform the task, and the optimal skill set of the individual(s) assigned.
- Extraction of the data from various sources.
- Translation of the extracted data into new system formats.
- Loading of the translated data into system delivered data tables.
- Verification and reconciliation by project team members of the loaded data in the system against the data from the client's current systems.

While the development of conversion processes should be completed during Phase 2, data conversion is an iterative process that continues through to the final phase of the project. This continuous process ensures that all essential tables and data have been properly loaded and validated and an accurate conversion process has been established to support a successful implementation.

TESTING STRATEGY

Testing is a controlled procedure that requires careful planning and execution. Test cases, expected results, and evaluation criteria need to be defined in advance with clear objectives in mind.

As part of acceptance testing phase, formal procedures are developed that include Test Forms, Test Case Worksheets, and Problem Logs. When problems arise with a particular test case, a decision is made regarding whether the case can be re-tested the subsequent day, or if it is necessary to repeat a day of testing after corrections have been made.

Database backups are made after each update activity. This allows databases to be restored and regression testing to be performed at any point for any set of test conditions. In this manner, the project team can re- test any errors once they have been corrected, under the same conditions in which they were originally tested.

The general steps for testing the components of the system include creating test files, preparing test cases and expected results, running batch test jobs, reviewing test output, and if necessary, program corrections and re-testing. Online sessions are performed to test the online components of the system.

CONDUCT USER ACCEPTANCE TESTING

The final activity in this prototype is the execution and documentation of a User Acceptance Test (UAT). The UAT processes are ongoing throughout the prototype as users exercise the system and business processes, enabling users to experience the system with their data in place. Users can validate the usability of the system more readily with their own data. The ultimate result of this effort is a validation of the system's ability to meet the business requirements and the verification of the gaps that must be addressed.

PHASE 3: COMPLEX EXTENSIONS

The technical team will design, code, test, and document the customization. Functional team members then test the customization to ensure it meets the business requirement. Each testing phase strengthens the project team’s knowledge of Case Management System and expands their ownership of the system and understanding of the testing process.

ENHANCEMENTS, AND MODIFICATIONS

Éclat addresses the programming of enhancements, and modifications as part of Phase 3, where critical business requirements not met by the delivered software are developed to reflect your business needs. It is important to understand the source of customizations, how they are programmed, and how they affect future releases.

Identifying Customizations

During the Fit/Gap Analysis process, Éclat’s team will not only define the requirements, but challenge the Agency to adopt today’s technology and “best practices” that have developed around it. Case Management Systems not only evolve to, but drive today’s best practices.

While implementing “vanilla” sounds good, there is a dose of reality that must come with it. During the project, we are going to be presented with situations that appear to require customizations. We will challenge the Agency to look closely at the origin of the requirement.

Understanding the source of customizations is an important step in determining how you can implement “vanilla.” We can enlighten you to the best practices for which the Case Management System software is developed.

Developing Customizations

About 10-15% of the work on large projects is for customizations. As we define requirements during this Fit/Gap Analysis process, our project management methodology requires us to present three options for each proposed customization:

- The preferred “best practice” that would allow Agency to avoid the customization entirely.
- The “work-around,” in which we define how the system can apply Agency policy/procedure without customization.
- The customization to adopt the software to Agency policy/procedure. Included with this is the estimated cost for development. These are presented as “out of scope” issues.

With this the Agency, can make educated decision about which option is best.

- To address these customizations Éclat’s team will diligently work to design, develop, and implement so as not to affect the software for future releases.

- To do this, we adopt the policy of not changing the source software. To modify a panel, we “clone” that panel, re-name it, and make our modifications to that panel. To make a table change, we clone the table, and modify the new table.
- Using this procedure, the upgrade routines for future releases match the base panels and tables developed. Outside of that scope are the new panels and tables Éclat will develop.

They can be easily identified during the upgrade process by the Oracle Service Cloud upgrade routines. By clearly documenting these changes, not only will upgrades go smoothly, Agency will quickly identify and decide on customizations.

PHASE 4: ENVIRONMENTAL ADAPTATIONS

- To work for Agency, the Case Management System must work in tandem with other existing systems, and provide reports that are useful and accurate. In the Environmental Adaptations prototype, Éclat’s consultants provide valuable expertise to help Agency team design and build interfaces and custom reports to adapt the system to their environment, making it an even better fit.
- Agencies technical developers will do much of the actual building, with Éclat providing expert guidance and support. Learning by doing ensures Agency technical team has the knowledge they need to provide long-term support to their organization. Using finalized conversion programs, Éclat facilitates final User Acceptance Testing by providing technical and functional direction to the project team as they specify, create and test the required interfaces and custom reports.

REPORTING AND INTERFACES

Reports and Interfaces are an important part of Phase 4 and the overall implementation. Reporting activities occur throughout the project. These activities include:

Listing desired reports based on user input.

- Determining frequency and priority from users.
- Determining whether a report requirement can be met with a delivered report.
- Determining report language to be used for all other reports.
- Developing functional design, including report layout.
- Coding and testing each report.

We conduct specific analysis to define the Agencies reporting requirements. All reporting tools provided with the system applications are analyzed and utilized to meet your organization’s needs,

and an appropriate reporting solution is created. Éclat and the Agencies project teams work together on reporting. Éclat conducts the analysis and provides guidance. The Agencies project team develops, and tests each report. User acceptance testing at this stage validates that customizations are applied correctly and that the standard applications continue to function properly. The user's knowledge continues to expand and ownership grows.

PHASE 5: DEPLOYMENT

In the Deployment phase, the project team will make the final preparations to “go live” for new Case Management system, including end user training and preparations for the final parallel tests. Help desk processes are established and supported to ensure that the Agency users get the help they need to address any problems that arises.

With all the pieces in place, the final parallel tests will begin. Users test and compare legacy production processes to the test system processes to ensure the parallel test delivers valid results. When tests confirm that the processes are working properly, the decision to “Go Live” is made.

In the deployment phase, the project team concentrates on transferring the system to a production environment. The system developed in prior prototypes is refined and processed through a series of acceptance tests, including parallel processing. Users begin controlling the system, with Éclat providing overall guidance. The phase consists of:

- Developing user and technical documentation.
- Conducting final user training.
- Setting up production schedules for operations and personnel departments.
- Placing the system in the production environment.
- Converting and verifying final data.
- Completing final acceptance testing
- “Go Live”

PRODUCTION READINESS AND MIGRATION TO PRODUCTION

Deployment readiness and final cut over will involve completing activities necessary for going live on the new system. Such activities include, conducting training, completing documentation, setting up the production database and, completing any remaining conversions.

SYSTEM ACCEPTANCE TESTING

Éclat conducts system acceptance testing process occurs for financials implementations. The functional test is a “mock” production test rather than a true parallel test. Test cycles (e.g. daily,

monthly, quarterly, year-end) are executed for the functional test.

Each test cycle is comprised of test case scenarios, test data, and expected results. The non-functional test involves examining system behavior against non-functional requirements such as performance, security, backup, and recovery.

TRAINING STRATEGY

Training and knowledge transfer is one of the most critical parts of working on any project. We will employ our proven approach to training and knowledge transfer that will allow the Agency to become self-sufficient to manage, maintain, and operate the proposed solution. It will include significant instruction, training, time, and resources. When designing a training program for clients, we design a program that considers a series of success factors listed below:

- Keeping it simple – the approach, process, and actual content should all be straightforward and understandable.
- Easy to Use Materials – concisely written documents with no technical jargon is a goal of our training material development.
- Audience Analysis – early in the project, determine the different audiences so that material and course development can be optimized.
- Posted Schedule – all stakeholders have access to a central schedule, either in SharePoint or another accessible repository

We propose a modular training approach that provides maximum scheduling flexibility by focusing each course on a specific system function. By implementing a change management approach to training, end users and technical and system operations staff are equipped to become more familiar with and obtain a better understanding and working knowledge of the new system, and apply that knowledge and understanding to their own licensing procedures.

Our proven training approach will empower agency to be able to fully utilize the solution's processes and tools and become self-sufficient. Because learning styles vary, we use a variety of training methods and tools that are designed specifically for adult learners and address the different learning styles to deliver the right information to each audience group at the right time.

A Training Environment will be configured to allow for user and technical staff training on application functionality. This environment will closely model the look and behavior of the Production Environment to ensure a realistic user training experience.

Our identified training methods and tools include:

- Presentations/Overviews – provide introductory, overview, or conceptual information when the content is less complex and typically does not require hands-on learning.
- Instructor-Led Training (ILT) – provides hands-on, performance-based training delivered in a classroom by a trainer knowledgeable in the content.

- Computer-Based Training (CBT) – provides a comprehensive approach to CBT with practice scenarios in conjunction with instructional videos demonstrating system functionality based on functional components.
- On-the-Job Training – occurs throughout the project as Agency personnel work with Éclat beginning with design and configuration.
- Job Aids – materials that assist users in performing their tasks during a training class and their jobs after the training is complete. Examples of job aids include checklists, flow charts, quick reference cards, and forms.

Reference Materials – include a variety of hardcopy or online materials to support a particular topic, tool, or functional area, such as software documentation, project documentation, policies and procedures, or training manuals. The procedural manuals have two specific traits:

- They are structured by business function. To maximize the relevance and value to a business user, the manuals are oriented around a business process. The manuals also provide detailed steps to complete the specific business function.
- The materials use both written and visual guides to show users how the system works. Our manuals feature screenshots with highlighted areas that help users to identify buttons, functions, and other items needed to navigate the system and complete the function being described.

POST-IMPLEMENTATION SUPPORT

Once the organization goes live, the system is monitored for a specified period before being turned over to Production Support. We can help you plan and execute the transition from project team to your internal production support group. During the monitoring period, typical activities include resolving system issues as they arise, and checking performance.

Quality Delivery Plans

The Éclat's Quality Management processes ensure the appropriate level of quality is present in all our deliverables and work processes. Our quality management activities ensure that:

- Products are built to meet agreed-upon standards and requirements.
- Work processes are performed efficiently and are documented.
- Non-conformances found are identified and appropriate corrective actions are taken.

Change Management Processes

Éclat's continuous delivery practice of building software and leveraging technical capabilities allows application modules to be deployed to production at any time.

It is in Agency and Éclat's mutual interests to proactively manage the project scope. Éclat's Project Manager will submit Project Change Requests to manage alterations to the baseline scope, schedule, and cost of the project as detailed below. Notifications of the intended changes will be communicated in writing via a Project /change Request (PCR) form and provide justification for the change and the impact to the project's scope, schedule, and cost. The Agency's approver will approve or reject the change request within five (5) business days from the receipt of the Project Change Requests form. If the Agency's approver does not approve or reject the change request form and does not communicate a timeframe in which a decision will be made, the requested change will be considered deferred:

The change request status will be logged, tracked, and managed as a 'deferred' request. Work will progress without incorporating the requested change into the work plan. Where an approval or rejection decision is necessary for the project to progress, the change request decision will be escalated as a test project issue.

Éclat recommends that regularly scheduled project review meetings with Project Executive Sponsors every 4-6 weeks. Projects avoid an "escalation" because the Executive Sponsors on both sides will see the weekly reports and will review the project status, including risks and issue logs, in these monthly meetings.

Test Policies and Processes

Éclat testing plan ensures that the system’s initial build meets the agreed requirements and confirms that the finished system can support the client’s business processes.

- Unit Testing (code developers)
- System Testing
- User Acceptance Testing
- Production Testing
- Regression Testing

Requirements Traceability Procedures

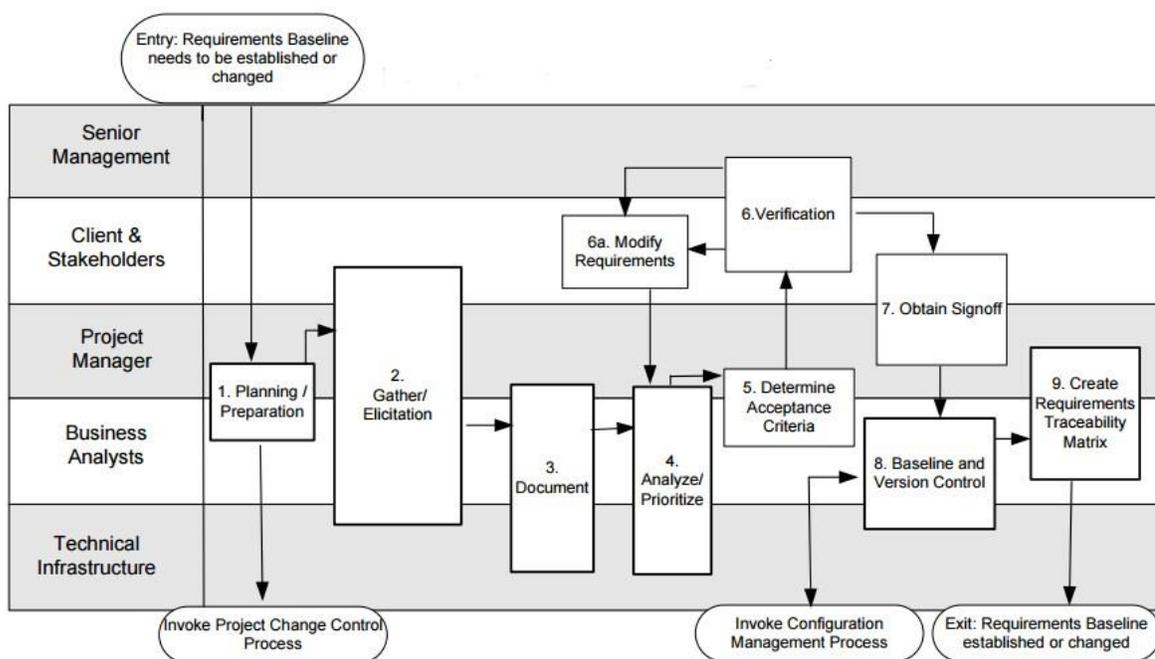


Figure 4 Requirement Traceability Process Flow

PROJECT TASK LIST AND TIMELINE

Project Milestones/ Estimated Completion Effort

The assumption of Data in the legacy system is Relational, Validated and can be extracted in CSV

Project Implementation Milestone Chart									
Activity	Milestone	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Project Management		█	█	█	█	█	█	█	█
Weekly Project Status Meetings		█	█	█	█	█	█	█	█
Oracle Service Cloud Environment Standup		█							
Functional/Technical Requirements Documentation	1	█	█						
User Interfaces Design & Documentation	2	█	█						
Application Design	3	█	█						
Application Development	4		█	█	█				
Testing & Quality Assurance	5			█	█				
Client Application Feedback Sessions					█	█			
Application Updates						█	█		
Client User Acceptance Testing						█	█		
Client User Acceptance Feedback Sessions						█	█		
Application Updates							█		
Defect Fixes				█	█	█	█	█	
Data Migration	6							█	
User Training	7								█
Documentation Sign-off & Project Go-live	8								█
Post Go-live Support									30 days

Task Areas

- Task 1** Agent Portal
- Task 2** Reporting System
- Task 3** System Integration
- Task 4** Testing
- Task 5** User Training
- Task 6** Go Live

System Implementation and Configuration

Proposed environments - Oracle Service Cloud (RightNow)

Software configuration at the desktop - Cloud based solution

System architecture & System design

The diagram below provides an illustration of the System Architecture along with various system components that will be used in architecting the Case Management System:

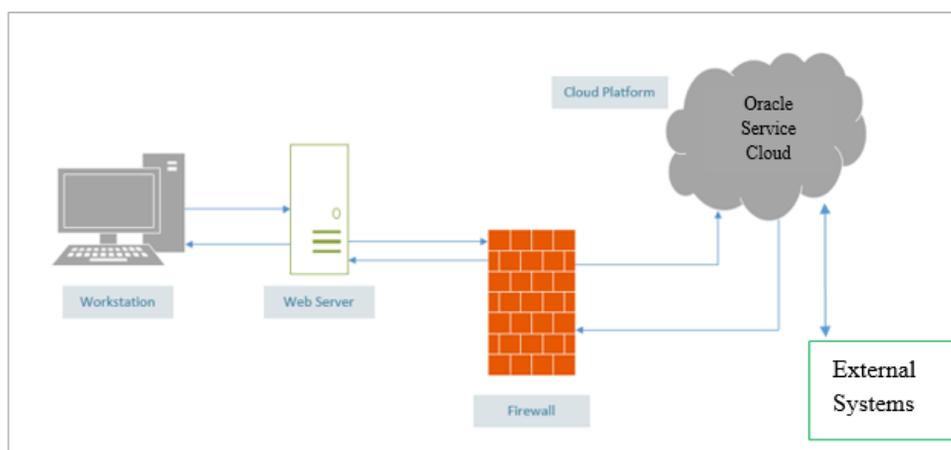


Figure 7 SWMS System Architecture

Interaction of software components along with its responsibilities is explained below:

Web Server

Web server is responsible for serving web pages, mostly HTML pages, via the HTTP protocol to clients. The Web server sends out web pages in response to requests from browsers. A page request is generated when a client clicks a link on a web page in the browser.

Cloud Platform

This hosts the web - based Warranty Application and hosts the business logic and the business model classes of applications. It serves requests for dynamic HTTP web pages from Web servers.

HTTP

Hyper Text Transport Protocol is the communication protocol used to connect to servers on the World Wide Web. The primary function of HTTP is to establish a connection with a Web server and transmit HTML pages to the user's browser. Service cloud uses HTTPS with SSL for enhanced security

QUALITY PLANNING, ASSURANCE, AND CONTROL

The matrix below describes the Éclat’s quality plan, assurance & control standards for the project:

Project Process	Quality Assurance Standard	Inputs Include:
Project Schedule Management	<ul style="list-style-type: none"> • <u>Objective:</u> Verification that Project Schedule Management activities are performed via a documented process. • <u>Per the Project Schedule Management Plan:</u> <ul style="list-style-type: none"> • Project schedule review meetings occur • Project schedule review meetings are well attended • Modifications to the project schedule approved and tracked • Impact estimations occurring outside of/prior to the schedule modification process • Roles and responsibilities are well defined • Action items from review meetings are documented and tracked to completion 	<ul style="list-style-type: none"> • Schedule Management Plan • Project Schedule Standards

Design Review	<ul style="list-style-type: none"> • <u>Objective:</u> Verification that Design Review activities are performed via a documented process. • <u>Per Design Review standards document:</u> <ul style="list-style-type: none"> • Design review meetings occur • Design review meetings are well attended • Modifications to the design documents are approved, tracked, and documented appropriately • A process is in place to communicate design changes to the Development and Testing teams • Roles and responsibilities are well defined • Executive review and analysis of design quality, based on checklists, occurs on schedule • Design review processes are implemented to ensure that the design inputs were correctly selected and incorporated 	<ul style="list-style-type: none"> • Design Standards • Design Review Process Document
Project Process	<u>Quality Assurance Standard</u>	Inputs Include:
Change Management	<ul style="list-style-type: none"> • <u>Objective:</u> Verification that Change Management activities are performed via a documented process. • <u>Per Change Management Plan:</u> <ul style="list-style-type: none"> • Change Management meetings occur • Meetings are well attended • Agenda created for each meeting and distributed 24 hours prior • Minutes for each meeting posted within 24 hours of meeting end • A process is in place to communicate approved changes to the Development and Testing teams • Roles and responsibilities are well defined 	<ul style="list-style-type: none"> • Change Management Plan • Change Control Board Guidelines • Project Management Plan • Change and Configuration Management Standards and Guidelines

<p>Risk & Issue Management</p>	<ul style="list-style-type: none"> • <u>Objective:</u> Verification that Risk & Issue Management activities are performed via a documented process. • <u>Per Risk & Issue Management Plan:</u> <ul style="list-style-type: none"> • Meetings are well attended • Agenda created for each meeting and distributed 24 hours prior • Minutes for each meeting posted within 24 hours of meeting end • Risks & Issues appropriately categorized based on risk level, impact, etc. • Roles and responsibilities are well defined • Risks & Issues are escalated to Senior Management as needed 	<ul style="list-style-type: none"> • Project Management Plan • Risk & Issue Management Plan
<p>Peer Review</p>	<ul style="list-style-type: none"> • <u>Objective:</u> Verification that Peer Review activities are performed via a documented process. • <u>Per Peer Review document:</u> <ul style="list-style-type: none"> • Peer reviews in place and results are documented • Formal and informal reviews in place 	<ul style="list-style-type: none"> • Development Plan • System Development Standards and Guidelines • Functional Design Plan
<p>Project Process</p>	<p><u>Quality Assurance Standard</u></p>	<p>Inputs Include:</p>
<p>Test Management (Software Validation and Verification)</p>	<ul style="list-style-type: none"> • <u>Objective:</u> Verification that Test Management activities are performed via a documented process. • <u>Per Test Management Plan:</u> <ul style="list-style-type: none"> • Test review procedures are well-defined • Rigorous verification approach in place and being used • Test procedures are self-explanatory (can be understood by someone other than the author) • Test results are tracked in the testing tool • Appropriate for degree of software criticality 	<ul style="list-style-type: none"> • Test Standards and Guidelines • Test Management Plan & Approach

Defect Management	<ul style="list-style-type: none"> • <u>Objective:</u> Verification that Defect Management activities are performed via a documented process. • <u>Per Defect Management Plan:</u> <ul style="list-style-type: none"> • Defect process is being followed per approved defect management plan • Defects are tracked in the Defect Management tool • Defects reports are produced as agreed in the defect management plan 	<ul style="list-style-type: none"> • Production Support Standards and Guidelines • Test Management Plan • Defect Management Standards & Guidelines
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Quality control standards

Project Product	Quality Control Standards	Inputs Include:
Project Schedule Inspection	<ul style="list-style-type: none"> • Resource allocations do not exceed 100% • Plan is base lined • All tasks (excluding summary & milestone) have resources assigned • All project phases realistically represented 	<ul style="list-style-type: none"> • Project Plan Document • Project Schedule Standards
Project Product	Quality Control Standards	Inputs Include:
Change Management Documentation Review	<ul style="list-style-type: none"> • CCB minutes are updated weekly with next actions, owners, and due dates • Change Orders are properly documented and contain all necessary impact assessments and approvals • Approved change orders are reflected in the schedule 	<ul style="list-style-type: none"> • Change Management Plan • Change Control Board Guidelines • Project Management Plan • Change and Configuration Management Standards and Guidelines
Risk & Issue Management Documentation Review	<ul style="list-style-type: none"> • Risks & Issues are properly documented in the tracking tool • Risks & Issues not open greater than 30 days • Risks & Issues properly categorized 	<ul style="list-style-type: none"> • Project Management Plan • Risk & Issue Management Plan

Requirements Traceability Matrix audit	<ul style="list-style-type: none"> • User requirements are traced to software requirements • Requirements uniquely identified and traced to design document(s) 	<ul style="list-style-type: none"> • Design Standards & Guidelines • Requirements Management Plan
Test Plan & Use Case Review/Inspection	<ul style="list-style-type: none"> • Review post-test execution related artifacts including test reports, test results, problem reports, updated requirements verification matrices, etc. <ul style="list-style-type: none"> • Integration test design exists for every interface • Unit test plan defines coverage requirements • System test design for each software component • Realistic testing & repair work estimates in project schedule 	<ul style="list-style-type: none"> • Test Standards and Guidelines • Test Management Plan & Approach • Requirements Management Plan
Design Document Inspection	<ul style="list-style-type: none"> • Proper template used to create the design • Approvals obtained and documented in the design or a corresponding document • Design free of spelling and grammar errors 	<ul style="list-style-type: none"> • Design Standards & Guidelines • Functional Design Plan
Project Product	Quality Control Standards	Inputs Include:
Defect Inspection	<ul style="list-style-type: none"> • Failed tests are repeated after correction • Defect triage process in use and effective • Defects are categorized per the plan (type, cause, module) • Test anomalies are identified, documented, addressed, and tracked to closure 	<ul style="list-style-type: none"> • Production Support Standards and Guidelines • Test Management Plan • Defect Management Standards & Guidelines

Knowledge Transfer, Training, and Transition

	Solution
Knowledge transfer plan	Location - At client site, Format - Instructor-Led Training, Total hours - 80, Number of employees trained – up to 10
End user training plan	Location - At client site, Format - Computer-Based Training (CBT), Total hours - 80, Number of employees trained – up to 10
Application administrator training plan	Location - At client site, Format - Instructor-Led Training, Total hours - 80, Number of employees trained – up to 5
Transition plan from old to new system	Will be developed and handed over by our business analyst, outlining the processes to be followed during the implementation stage of the project.
Support provided during roll-out	Éclat progressively attempts improve client operations by provide exactly the support coverage clients need. With roll out support, the Agency can benefit from the support and guidance of an expert dedicated resource that will perform several key tasks

FUNCTIONAL REQUIREMENTS

Éclat has addressed how the proposed solution meets/exceeds each of the functionality requirements (3.1.1 to 3.1.6) mentioned in the Scope of Work under General Requirements of the CRFQ.

Data Input/Case Management

Referrals	Internal creation of Inquiries via web form key-entry from phone conversations.	→ Yes, the proposed solution supports the creation of inquiries via web forms.
	Must have the ability to generate a record for complaints, without opening a case for investigation	→ In the proposed solution records can be created for complaints without opening a case.
	Must have a web form used to accept complaints from outside sources (i.e. private citizens, organizations etc.)- and to automatically generate case records.	→ Yes, Web forms can be used to accept complaints from outside sources.
	All input information will be validated against a valid range of values, a list of valid values and/or valid character sequence description, whichever best applies to the individual data item.	<p>→ The proposed solution supports validation of fields. A set values can be defined as a drop-down function for each field.</p> <p>→ It is possible to perform validation against the appropriate code table and error message can be displayed if a user selects an incorrect field.</p> <p>→ The user will be prompted to select the valid field and return to the entry screen without losing data.</p>
	Must be able to configure web forms for electronic submission of complaints based on existing forms. Example of field value include: Name, Contact Information, Date, Complaint Type, Description of Incident, etc.	→ Yes, the proposed solution supports configuration web forms for electronic submission.

	Web forms must incorporate free text, yes/no, dates, and other option fields	→ Yes, the web forms can be customized with yes/no, dates, and other fields. Capacity is 4000 letters text area field.
	Web forms must incorporate attachments.	→ The proposed solution supports the attachment of documents, images etc. to a form.
	Must have the ability to link and merge complaints with cases opened for investigation.	→ Yes, the proposed solution has the ability to link and merge cases opened for investigation.
Actions	Will generate an automatic acknowledgement email to the appropriate parties when a new referral is logged. This email shall contain the case number and provide a customized message.	→ An email trigger can be set up for the appropriate parties when a new referral is logged. → The body of the email can contain customized message.
	Must have the ability to record each action taken throughout an investigation from various sources (cell phone, computer).	→ You can open an audit log for a workflow item to see when the record was created, edited, run, and published, and which staff members performed these actions.
	Must have the ability to label each action with a type (i.e. witness interview, phone conversation). Action items must be an editable dropdown list that can be created by the program manager as needed.	→ Yes, the proposed solution has the ability to create action items with a drop-down list which can be editable by the system administrator. → Each action can be labeled with a type.
	Must have the ability to record the time spent working on a particular case or action within a case.	→ An audit log for a workflow item to see when the record was created, edited, run, and published, and which staff members performed these actions
	Must have the ability to track time and expense for billable hours. For example, an investigator must be able to invoice for hours worked.	→ Custom fields can be created and business rules can be defined to track time (number of hours an investigator worked)

	Must have the ability to assign actions to other people. For an example; an investigator assigned to an investigation can assign specific tasks to other individuals.	→ An authorized user will be able to select work items and assign the items to themselves/others based on user access permissions.
	Must have the ability to auto-generate tasks based on incident type or other properties of an incident.	→ Business rules can be pre-defined so that the work can be routed automatically based on attribute values/properties of an incident.
Action Assignment Notices	Assignment of actions will trigger email notification to assignee.	→ The Notification System sends notifications to and processes responses from users in a workflow. Electronic notifications are routed to a role, which can be an individual user or a group of users. Any user associated with that role can act on the notification. → Each notification includes a message that contains all the information a user needs to decide.
Action	Must have the ability to create and send emails from within a case record-leaving a clear audit trail/copy of emails within the case record.	→ Yes, the proposed solution has the capability to create and send emails and maintain the activity log for the same.
	Must have the ability to set due dates to actions and set reminders.	→ Business rules can be pre-defined so that the work can be prioritized based on the due date of work. → Reminders can be set to action items.
Add Contacts	Must have the ability to add new contacts to a case record.	Yes, new contacts can be added to a case record.
	Must have the ability to define data requirements for various contact types. Contact types may include witness, victim, complainant, respondent, attorney etc.	→ Data requirements can be pre-defined based on the contact type.

Actions/Outcome	Must have the ability to record the outcome of an investigation.	→Yes, the proposed solution is capable to record the outcome of an investigation.
	Must have the ability to label each outcome with a final result of the investigation (i.e. dismissed, referred to prosecutor, conviction). Action types must be an editable dropdown list that can be created by the program manger as needed.	→Outcome can be labeled as required. →Action type can have a drop-down list, can be editable by the system administrator
Attachments	Must have the ability to attach digital files of any kind to a case record, including: photos, videos, documents(scanned), Excel databases(scanned), audio, statements, etc.	→The system should have the ability to scan the documents and store information or data for retrieval. Video, audio, jpeg, mp4 or pdf documents
Templates	Must have the ability to access general communication templates that can be customized for each case (i.e. subpoenas, administrative letters etc.)	→Various templates are available and can be searched using specific criteria.
Supplemental/Re-opened	Must have the ability to reopen a case that has been previously closed.	→Yes, the proposed solution supports re-opening of a closed case.
	Must have the ability to change the case number to show that the case has been re-opened and has supplemental information.	→Business rules can be defined to change a Case number (a new case number can be assigned)
Approval	When investigators have completed the investigation, they must be able to seek approval for closure.	→A case can be assigned to person in charge for approval.

	Investigators will complete a recommendation and generate an email requesting approval from within the case record.	→An Email trigger can be set up requesting approval from within the case record.
Approval Granted/Denied	Mangers must have the ability to grant or deny approval of the investigators recommendation.	→Role based permissions can be defined so that the user will have ability to grant or deny approval of the investigators recommendation.
Printing	Must be able to print cases and reports.	→Print functionality can be defined as per the requirement.
	Must be able to create a 'Customized Display' that has fields mapped to case headings to format a printed document.	→Yes, the proposed solution supports this functionality.

Searching/Reporting

Searches	Must have the ability to conduct complete system searches for keywords.	→The search function of the proposed solution supports combination of attributes and full-text searches in a single query
	Must have the ability to conduct system wide searches including attachments or field specific searches.	→The search function of the proposed solution supports combination of attributes and full-text searches in a single query
	Must have system searches initiated during case creation to prevent duplication of records.	→Yes, the proposed system supports this functionality.
Volume Reports	Time based reports must show volume of cases/complaints by source, issue.	→The Reports explorer provides you with one location to view and organize reports, and edit and create custom reports and dashboards.
Strategic Reports	Must show investigations by allegation, case type, investigator, region, venue.	→The Reports explorer provides you with one location to view and organize reports, and edit and create custom reports and dashboards.

Performance Reports	Must show on-time performance and average time to complete investigations.	→The Reports explorer provides you with one location to view and organize reports, and edit and create custom reports and dashboards.
Aging Reports	Inquiry aging must show when each inquiry will go past due date.	→The Reports explorer provides you with one location to view and organize reports, and edit and create custom reports and dashboards.
Exception Reports	Must show all cases and actions that are overdue by investigator. Also, must show cases that have been inactive for more than 30 calendar days.	→The Reports explorer provides you with one location to view and organize reports, and edit and create custom reports and dashboards.
Ad-hoc Reports	Must have a minimum of 5 ad hoc queries available so that users can customize their own reports.	→Yes, the proposed solution supports ad hoc reporting. →Report builders can easily create interactive views of that data by connecting data from multiple sources and setting up standard filters, field filters, filter logic, cross filters, and row limits.
Report/Export	Must have the ability to export to agency owned and operated software; MS word, MS Excel spreadsheet, or PDF documents on a pre-set schedule and individually.	→Reports can be created/exported in .CSV/excel format, they can even be customized to be downloadable in other formats (Pdf/Word)

Workflow/Ease of Use

Interface	Interface must be clear, concise, intuitive, consistent, attractive, responsive, and efficient.	→Yes, the proposed solution's interface is clear, concise, intuitive, consistent, attractive, responsive, and efficient.
Help	Must have context sensitive help for users	→The help section of the proposed solution is context sensitive and very efficient.

Review	Must have spelling and grammar check for American English.	→ Yes, the proposed solution has Spell check for American English. and formatting capability on narrative/text fields.
Display Cases	Must have central inquiry display that lists all inquiries.	→ Dashboards can be customized as per the user's requirement. A central inquiry display can be created that lists all inquiries.
	Must have a dashboard view of cases/actions. Based on username and password the software will provide users with a listing of their own open cases or actions.	→ Dashboards can be customized as per the user's requirement.
	In addition to open cases, must also have the ability to show cases that are closed by month, quarter and year.	→ Yes, the proposed solution has the ability to display cases that are closed by month, quarter and year.
	The central case display must show at least the following data for each; case type, case number, short description, assigned to, deadline, status, etc.	→ Dashboards can be customized as per the user's requirement.
	By default, cases must be displayed in order of their arrival on the master complaint display.	→ Business rules can be defined to display cases in order of their arrival on the master complaint display.
	Must have the ability to sort and filter complaint displays.	→ Yes, the proposed solution supports this functionality.
	All case listings and reports must display real-time information as referrals and cases are entered, assigned, and closed.	→ Yes, all reports display real-time information as referrals and cases are entered, assigned, and closed.
Pending Cases	Pending cases will appear in separate queue/listing (sorted) for manger review.	→ Yes, pending cases can be queued separately for review.

New Case Notification	The system must deploy email notifications to indicate when a new complaint has been recorded.	→Email notifications trigger can be set up for new complaint recording.
Case Assignment	Managers or other users with proper access controls will be able to select an investigator and assign a case to that individual.	→Roles, permissions can be pre-defined so that only authorized users have access to assign a work item or group of items to a specific individual.
	With proper access control, each user must have the ability to self-assign unassigned inquires according to user's availability and specialization in inquiry type.	→Roles, permissions can be pre-defined so that users will have the ability to self-assign inquires.
	Assignment of a case should trigger an email notification to the investigator assigned to the case.	→Email notification trigger can be set up to the investigator assigned to the case.
Assignment Notification	Email notification must contain a link to the case record, where the investigator must confirm or decline ownership.	→Each notification includes a message that contains all the information a user needs to decide.
Assignment confirmation	Once a case has been assigned it must remain in the pending queue or listing until the investigator confirms ownership.	→Yes, the proposed solution is capable to leave a case in pending state until the investigator confirms ownership.
Case Re-assignment	A declined investigation must trigger an email notification to the manager that assigned the case with an explanation. Manager must be able to re-assign case to another investigator.	→Email notification trigger can be set up to the manager whenever an investigation is declined.

Due Dates	The deadline field shall contain a notation of when the complaint must be closed in order to meet executive management guidelines.	→Fields can be customized as required. →Due date field can be created with information of when the complaint must be closed.
Escalation Notices	Once a case goes past due date or remains inactive for more than a desired time frame, Management will be automatically noted via email.	→Email notification trigger to management can be set up for all cases which are past the due date.
	Emailed escalation notices must contain a link to the case file in question.	→Each notification includes a message that contains all the information a user needs to make a decision.
Case Status	The status field shall indicate the status of inquiry such as unassigned, assigned, critical (near deadline), closed etc. Must be able to accommodate customized status.	→Fields can be customized as per requirement
Follow-up Actions	It must be possible to create tasks that are to be completed at a future date and set reminders of this task. It must be possible to close the investigation file, but still have open actions that must be completed at a future date.	→Yes, the proposed solution supports creation of tasks that are to be completed at a future date. These cases can be queued separately. Case can be closed but can have open actions.

Data Integrity/Access Controls

Case Types	Must have the ability to log different case types with unique numbering for each; i.e. election, charities, notaries, and individual/firm private investigators/security	→Fields can be customized with drop-downs. Case type field can be created with drop down menu with case types: election, charities, notaries, and individual/firm private
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	guards.	investigators/security guards.
Case Numbering	Case numbering must be customizable alpha numeric sequential codes.	→Yes, the proposed solution can customize the case numbers in alpha numeric sequential codes.
Audit Trail	The system will automatically populate time stamps at the time of receipt and time of closure of case records.	→You can open an audit log for a workflow item to see when the record was created, edited, run, and published, and which staff members performed these actions.
	All event log entries will automatically be populated with the time of their entry into the system.	
	Case views and sub record views will be logged.	→Yes, the proposed solution logs case views and record views.
	Field level changes that include before and after status will be logged.	→Audit log for a workflow item includes before and after status of field level changes.
Data Migration	Must have the ability to migrate records from agency operated Legacy case management system on a field-to field basis.	→Data migration is typically a ‘one-off’ activity prior to go-live. Oracle Service Cloud (OSvC) comes with a data import capability to allow us to migrate data from legacy systems or databases into the OSvC database in the cloud.
Access Controls	Must have the ability to restrict access based on department the user belongs to.	→Roles, permissions can be pre-defined to restrict access based on department the user belongs to.
	Must have the ability to restrict access to the field level.	→Roles, permissions can be pre-defined to restrict field level.
	Must have the ability to customize access levels to incorporate read only, input	→Roles, permissions can be pre-defined so that only authorized users can have specified access.

	only and other levels of access.	
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Interface/Technical

Web based	Must be a 100% web based application that does not require installation of software on desktop or servers.	→Éclat is proposing a Oracle Right NowCloud Service (OSvC) implementation that would deliver a SaaS based Case Management Application.
Cross Browser Support	Must support popular web browsers including Explorer, Safari, Firefox and Chrome.	→The proposed solution should work with current versions of the following browsers: <ul style="list-style-type: none"> • Internet Explorer 11.x • Mozilla Firefox 38+ • Google Chrome 42+ • Apple Safari 8.x and 7.x
Mobile	Must be accessible and usable on tablets and smartphones through web browser.	→Yes, the proposed solution is compatible with mobile devices and the proposed system can be accessed via web browser of a mobile device. →The proposed solutions mobile device component/interface is compatible with current versions of the Google Android, Apple iOS, and Windows operating systems
Web Connections	Must be accessible from dial-up (56k) or better internet connections.	→For satisfactory performance, a high-speed Internet connection is required. Dial-up connections are not supported.
Web services	Software must be able to use web services for integration.	→Yes, the proposed solution use web services for integration.

System Training/ Software Maintenance

	Must provide tailored training solutions that accommodate the needs of users at every level either on-site at the West Virginia Secretary of State's Office.	→Training and knowledge transfer is one of the most critical parts of working on any project.
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Training	<p>Training solutions will need to provide a step-by-step walk through on how to navigate the system, how to open, assign, accept, manage, close a case, and how to generate reports from both the case manager and investigators viewpoint.</p>	<p>→We will employ our proven approach to training and knowledge transfer that will allow the Agency to become self-sufficient to manage, maintain, and operate the proposed solution. It will include significant instruction, training, time, and resources.</p>
	<p>Training should be provided to the Agency following installation and acceptance of the system.</p>	<p>→If there are customized features included in the offer, Eclat will provide updates and ongoing support for system and client.</p>
	<p>Training solutions should also be made available in a written format for reference.</p>	<p>→Eclat provides the following types of user/administrator manuals</p> <ul style="list-style-type: none"> • <i>Job Aids</i> – materials that assist users in performing their tasks during a training class and their jobs after the training is complete. Examples of job aids include checklists, flow charts, quick reference cards, and forms. • <i>Reference Materials</i> – include a variety of hardcopy or online materials to support a particular topic, tool, or functional area, such as software documentation, project documentation, policies and procedures, or training manuals.
Software	<p>An annual software maintenance agreement(SMA) must be offered that provides, but is not limited to, the option to maintain data storage on a secured server, updated software releases, and technical support</p>	<p>→Please refer to attachment MSA & SOW in the Appendix</p>
	<p>Vendor must provide the cost of maintenance for optional renewals of years 2,3 and 4. Annual optional renewals will</p>	<p>→Please refer to the Pricing sheet</p>

	be initiated by the Agency and processed and issued by the West Virginia purchasing Division.	
Maintenance	As part of the maintenance vendor shall make any necessary repairs, replace any defective parts, perform preventative maintenance, install engineering changes, software updates and modifications, and otherwise maintain the system at no cost to the Agency.	→Please refer to the Attachment in the Appendix <ul style="list-style-type: none"> • MSA & SOW • Oracle License • Oracle Cloud Service Agreement
	Vendor should provide with their bid a copy of any Software terms and conditions or Licenses hat the state of West Virginia or the Agency will have to agree or accept as part of this solicitation. This information will be required before Purchase order s issued.	→Please refer to the Attachment in the Appendix <ul style="list-style-type: none"> • MSA & SOW • Oracle License • Oracle Cloud Service Agreement
	Vendor should include a copy of Maintenance terms and conditions Licenses hat the state of West Virginia or the Agency will be required to accept as part of this solicitation. This information will be required before Purchase order s issued.	→Please refer to the Attachment in the Appendix <ul style="list-style-type: none"> • MSA & SOW • Oracle License • Oracle Cloud Service Agreement
Warranty and Maintenance contract must include the following.	Software Support and, Version upgrades and bug fixes	→Please refer to attachment MSA & SOW in the Appendix

SYSTEM SOLUTION OVERVIEW

Software Requirements

	Solution
Operating System	<p>Require minimum native screen resolution of 1024x768 and one of the supported browsers below.</p> <p>Internet Explorer 11.x Mozilla Firefox ESR 38+</p> <p>Google Chrome 42+ Apple Safari 8.x and 7.x</p>
User Interfaces	<p>User Interface on Desktop Devices</p> <p>Require minimum native screen resolution of 1280x1024 and one of the supported browsers below.</p> <p>Internet Explorer 11.x Mozilla Firefox 38+</p> <p>Google Chrome 42+ Apple Safari 8.x and 7.x</p> <p>User Interface on Tablet Devices</p> <p>Require minimum native screen resolution of 1024x768 and one of the supported devices below.</p> <p>Apple Devices: Safari on all iPad models</p> <p>Android Devices: Google Chrome (Current Release)</p>
Development tools	Java, CSS, PHP
New version release schedule	Quarterly, The Oracle Calendar will include all relevant dates for your software environment, including release schedules for your instance.
Web based technology	Software as a Service
Mobile technology	Yes, it is supported on mobile
Application architecture	Multi-tenant Architecture

Backup and recovery procedures	<p>Oracle and Éclat offer enhanced recovery services pertaining to the licenses purchased with maximum availability option to meet client’s business and regulatory requirements.</p> <p>These procedures are carried forward depending on the failure type: User failure, Instance failure, Statement failure, process failure, media failure.</p>
Documentation	Manuals will be submitted by Éclat at the required milestones.

Hosting and Platform Requirements

	Solution
System environments	<p>The Hosting Management System, or HMS, is the heart of the Oracle Service Cloud Management Platform. HMS is used by Oracle Service Cloud Operations personnel to manage all aspects of the environment.</p> <p>HMS serves as the register for all sites and services in the Oracle Service Cloud. A highly-automated and customized suite of tools, HMS is responsible for site and service provisioning, comprehensive site and service administration, customer-controllable upgrades, and multi-tenancy management capabilities that span all data centers. As capabilities in the Oracle Service Cloud grow, the HMS framework allows integration of new products and features.</p>
	<p>The Oracle Service Cloud Platform is built on Oracle hardware running Enterprise Linux, Apache, and MySQL connected to RAID-0 local storage, and network-attached storage for file-attach storage, all engineered for performance.</p> <p>The servers consist of high-end Intel-based Sun hardware serviced by Oracle Field Services.</p>

<p>Shared components</p>	<p>Multiple customers exist per database server cluster and each customer has their own database schema, isolated and secured from other customers' data with schema-specific user accounts solely managed by the customer. Web sites are secured with a "chroot jail" which isolates each customer's configuration, look, and feel. Requests in the Apache-based Web tier can be routed to any web server. Web servers are stateless and have no customer or user affinity.</p> <p>The Service Cloud Platform's multi-tiered architecture is optimized for performance and includes:</p> <ul style="list-style-type: none"> » Web servers are physically separated from database servers which are behind a separate physical firewall. » Redundant fail-over firewalls separate the environment from the Internet. » Redundant fail-over load balancers provide load-balancing, application-layer firewalls, and fail-over capabilities for HTTPS and CGI services.
<p>Data storage limits</p>	<p>Because Oracle Service Cloud is a cloud application, there are no data storage limits. Éclat will work with the client to ensure accurate estimates of data storage are made for licensing needs.</p>
<p>Data transfer limits</p>	<p>Because Oracle Service Cloud is a cloud application, there are not data transfer limits. Furthermore, Oracle Service Cloud has multiple public APIs available for the transfer of data, to include Connect Web Services, PHP, JavaScript, and .NET.</p>

Cloud Solutions

	Solution
Proposed service model	<p>When innovative new features and performance improvements become available on the Oracle Service Cloud Platform, Oracle wants customers to be able to take advantage of them quickly. To support that interest, the Oracle Service Cloud has spent considerable time and resources improving features, components and processes that enhance our customers’ experience when upgrading from one version of Oracle Service Cloud to another.</p> <p>In addition to these improvements, Oracle has recently introduced the Auto Upgrade Program. Customers who enroll in the Auto Upgrade Program upgrade automatically to the latest product release each quarter. With the Auto Upgrade Program, an upgrade can be completed more quickly so you can spend more of your time delivering value to your customers instead of engaging in the upgrade process. Adding additional users, to level, has no negative impact on performance. This is one of the greatest benefits of Software of a Service, because it is all hosted in the Cloud.</p>
Proposed cloud deployment model	<p>Project-level deployment: Éclat will work directly with Oracle to deploy the cloud solution for the client. From deployment, to environment customization, to go-live support, to ongoing client support, Éclat will work directly with Oracle on the client's behalf to ensure a successful implementation of the Oracle Service Cloud solution.</p> <p>Individual-level deployment: The Oracle Service Cloud application is deployed using Microsoft’s ClickOnce Technology and therefore is a Web-based Deployment. To deploy, an agent navigates to the appropriate deployment URL. Selecting 'Install Oracle Service Cloud' on the launch page deploys the application under their Windows Profile for the agents use. Note, once the application is deployed, it is no longer necessary to navigate to the launch page. Instead, Oracle Service Cloud application can be started from the Windows Start menu.</p>

<p>3rd party provisioning</p>	<p>Oracle provisions the cloud environment, and Éclat configures the cloud software to the specific needs of the client. Éclat would work with Oracle to handle environment provisioning and access. Éclat in turn makes all aspects of this easy to the client by building a fully operable solution, creating functional and technical design documents, conducting user training, and at the end simply 'handing the client the keys'.</p>
<p>Rationale for cloud deployment solutions</p>	<p>At its core, the Oracle Service Cloud Platform is standards-based and not proprietary, so it can be integrated with your existing IT landscape. Whether simple or complex, the integrations you require can be assessed, developed, and implemented by customers themselves, by Oracle Partners, by Oracle Consulting Services, or a combination of the three. Knowing how to capitalize on the Oracle Service Cloud's native integration capabilities, pre-built services and APIs is essential to developing a solution while reducing risk and adhering to industry best practices.</p> <p>When working with an Oracle Partner, customers are likely to take advantage of pre-designed and pre-built integrations to other Oracle applications because they work closely with Oracle Product Development to bring new packaged integration solutions in areas like quoting, sales planning, data quality, marketing automation, ERP, and compensation management. Customers are also enabled to develop and manage integrations independently.</p>
<p>Other cloud deployment solutions</p>	<p>Oracle has available different pods based on the level of security required for a client's data.</p> <p>For example, PCI compliance is assured simply by requesting, and having Oracle provision, a PCI Compliant Pod.</p>

<p>Data security and compliance considerations</p>	<p>Database servers employ flash-cache for added performance and encryption for data security. Oracle ZFS-engineered systems provide the backbone network-attached storage which forms the core of each pod. Oracle has available different pods based on the level of security required for a client's data. For example, PCI compliance is assured simply by requesting, and having Oracle provision, a PCI Compliant Pod.</p> <p><i>Physical Security</i></p> <p>Full-time 24/7 local operations and security staff are tasked with ensuring that only authorized individuals have access to the data center. Data center access doors, including shipping and parking areas, are monitored and video recorded. Data center access is secured by access cards, biometric devices (e.g. hand scanners), man- traps, portals, or a combination thereof. Design of exterior walls, doors and windows are taken into careful consideration in order to protect from natural hazards including lightening and wind.</p> <p>Server and network equipment is physically secured within locked cages/suites separate from other data center tenants. The listing of employees and cages are updated frequently so that access is limited to authorized personnel. Each data center provides centralized security operations and monitoring on a 24/7 basis, including prompt response to actual or suspected physical security incidents. In addition to administering and monitoring access to the data center, the operations and security teams monitor and enforce other security policies and environmental sensors and alarms. Security and environmental systems are supported by redundant power, uninterruptible power supply (UPS) devices, and stand-by generators.</p> <p>Hosting facilities currently meet the following physical security standards:</p> <ul style="list-style-type: none">» Physical access to servers is limited to a defined access list. Physical access to the server area is authenticated with picture ID and/or biometrics. Physical access to the server area is logged.» Alarms sound if physical hosting data center security has been breached.» Visitor access to data centers granted with accompaniment of someone on the approved physical access list.» Guards at designated stations to validate IDs based upon ACLs defined by the Oracle team. Data center entrances are guarded 24/7.» Video surveillance cameras are in place. Recorded data is stored for 30 days.» Cage space is accessible only via a biometric scanner.» Single point of entry to hosting areas.» Building access points are monitored or controlled by one or more of the following: surveillance cameras, man-traps, biometric scanners, and/or guards.
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Environmental Controls

Each data center facility has redundant generators and UPS systems. Load is handled by the battery backup until the generators take over the load. Facility fire protection is built around a pre-action dry pipe system. Structured cabling runs within overhead cable trays. Cages are built on either concrete slab or raised floor. Power is installed overhead. Oracle has a data center administrator at most locations.

Logical Security

The Oracle Service Cloud Platform requires management authorization for employee access via HMS to any critical applications and systems, and additional approval levels are required for all Cloud Services access. Access is granted on an as-needed and on-going basis according to a user's role and business need, like Cloud Operations, Customer Care, and Engineering. Logical and physical access is required to be promptly revoked from employees who have resigned or are terminated. The Oracle Service Cloud Platform audits system and network activities, including access, or attempted access, to customer data. This includes monitoring and auditing of systems for unauthorized or inappropriate access to customer data by Oracle employees.

When deploying new systems into a pod, hosts are first imaged from known secure OS images, and before being integrated into the pod, the new systems are hardened further using hardening guidelines based on CIS, NIST and DISA standards, according to Oracle policies.

Oracle employs software VPN, two-factor authentication, and encrypted protocols like SFTP and TLS for systems administrators accessing the environments. Host administration is performed via either encrypted SSH or TLS, and multi-factor authentication is required for external command-line access to all systems. Oracle retains security logs for between one and seven years, depending on the environment.

Auditing of the environments includes daily and quarterly infrastructure and application scans, quarterly patching and version reviews, quarterly formal access reviews that include justifying privileged access, and ethical hacking reviews both before and after GA release of new software versions. Third-party application security tests are performed for every new release, and advanced event correlation and vulnerability detection is done using a SIEM solution.

Data Security Standards

The Oracle Service Cloud implements various methods and practices to ensure world-class security of your data across external connections, including:

- » Connections are negotiated for 128-bit encryption or stronger.
- » Cipher key generation uses at least a 2,048-bit private key.
- » Segregation in networks is deployed in a layered approach designed to protect customer data at the physical, data link, network, transport, and program levels.

Intrusion Detection & Anti-Virus

Oracle Service Cloud utilizes Network Intrusion Detection Systems (nIDS) to protect the environment. Packet inspection is done at the firewall layer. nIDS sensors are deployed in either Intrusion Prevention Mode or Intrusion Detection Mode on the network, to monitor and block suspicious network traffic from reaching the internal network.

nIDS alerts are routed to a centralized monitoring system that is managed by the security operations teams 24x7x365. Oracle uses a SIEM solution to monitor events and respond to incidents.

For anti-virus protection, Oracle Service Cloud employs industry standard anti-virus software to scan uploaded files. Virus definitions are configured to update daily. Attachments are scanned before being uploaded into the database. Infected attachments are automatically quarantined. Oracle Service Cloud scans inbound email messages for viruses and spam, and any detected are quarantined. Customers have the ability to manage the email quarantine and to adjust their own spam controls.

Security Audits, Testing, and Assessments The internal controls of the Oracle Service Cloud are subject to periodic testing by independent third-party audit organizations. Such audits may be based on SSAE 16 (Statement on Standards for Attestation Engagements No.16, Reporting on Controls at a Service Organization), ISAE 3402 (International Standard on Assurance Engagements No. 3402, Assurance Reports on Controls at a Service Organization), or other such third-party auditing standards or procedures applicable to the Oracle Service Cloud. Audit reports for the Oracle Service Cloud are periodically published by Oracle's third-party auditors, and customers may request a copy.

The audit reports of Oracle Service Cloud, and the information they contain, are Oracle confidential information, and must be handled by customers accordingly. Such reports may be used solely by Customer to evaluate the design and operating effectiveness of defined controls applicable to the Oracle Service Cloud and are provided without any warranty.

Many audit reports are available to customers. Customers may submit a service request via their Account Executive or Client Success Manager to obtain available reports.

Compliance

The Oracle Service Cloud is aligned with ISO (International Organization for Standardization) 27001:2013 security controls. The ISO security framework includes a comprehensive set of security controls that are used as a baseline for the operational and security controls utilized to manage and secure the Oracle Service Cloud, but this does not include ISO 27001 certification.

The customer is solely responsible for its regulatory compliance in its use of the Oracle Service Cloud and must make Oracle aware of any requirements that result from its regulatory obligations prior to contract signing.

For more information about Compliance, see Oracle Cloud Enterprise Hosting and Delivery Policies.

Cryptographic Protection of User Passwords in Storage

Passwords are protected in storage by storing an industry-standard cryptographic hash in place of the plain-text password. Protections are also in place to ensure all hashes are unique. Passwords at rest in the Government and DoD Clouds adhere to the appropriate NIST 800-53 requirements.

To discuss the specific protections in place for your version, customers can contact their Account Executive or Client Success Manager.

Employee Screening

Beginning with recruiting and hiring, and throughout the tenure of employment, Oracle is committed to developing and retaining a dedicated and competent professional workforce. Ongoing training opportunities are provided to Oracle employees on a regular basis throughout their careers. This means that Oracle employees can stay abreast of the latest professional developments.

As further evidence of its commitment to ongoing compliance with both the law and fundamental principles of ethical conduct, Oracle employs full-time recruiting staff, as well as a highly-trained professional dedicated to EEO/AA compliance, both internally and externally.

Network

	Solution
Normal bandwidth requirements	<p>For satisfactory performance, a high-speed Internet connection is required. Dial-up connections are not supported. As a recommended minimum, 25kbps (kilobits per second) should be dedicated per concurrent logged in agent. Application averages show that payload requests can range from 1-50KB each, with maximums reaching 100KB - 2MB. Single agent utilization may average 1-10kbps in five minute intervals, but may burst well beyond this in shorter intervals. If your network utilizes a private WAN (typically over multiple call centers) specified bandwidth must be available throughout the entire network path; that is from the Internet to the Private WAN to the LAN and to the agent's workstation.</p> <p>Round Trip Time (RTT): Your network connectivity to the Oracle data center (either Internet or private WAN) must consistently provide less than a 250 ms round trip time (RTT) and less than 1% packet-loss. Where possible, your IT/IS staff should work to minimize WAN / Internet latency to ensure proper application performance.</p>
Peak bandwidth requirements	Because Oracle Service Cloud is a cloud application, there is no peak bandwidth requirement.
Typical impact	Because Oracle Service Cloud is a cloud application, there is no impact as long as suggested normal bandwidth requirements (above) and suggested other network requirements (below) are adhered to.

<p>Other network requirements</p>	<p>Network Appliances (including Proxy Devices, Firewalls, and Content Filters):</p> <p>The customer network administration team must ensure that all communication between the Oracle Service Cloud application and the Oracle hosted servers is allowed, in an unrestricted manner, through all levels of the customer network. All network appliances must be configured to allow all traffic between the client workstations and the following domains to occur in an unrestricted manner:</p> <ul style="list-style-type: none">*.custhelp.com*.rightnowtech.com*.rightnow.com*.rntraining.com*.livelook.com and *.livelook.net (for co- browse functionality)*.birst.com (for Enterprise Analytics functionality)*.hivelive.com (for Oracle Social functionality)*.rnengage.com*.estara.com (For Engagement Engine) <p>Applicable network appliances include the following (but are not limited to): Gateways</p> <ul style="list-style-type: none"><input type="checkbox"/> Routers<input type="checkbox"/> Hubs<input type="checkbox"/> Bridges<input type="checkbox"/> Switches<input type="checkbox"/> Proxy Servers<input type="checkbox"/> Firewalls<input type="checkbox"/> Load Balancers <p>Firewalls must be configured to allow traffic on HTTP port 80 and HTTPS port 443 for the domains listed above.</p> <p>Proxy servers must be configured with authentication and caching exclusion rules for each of the domains listed above.</p> <p>Deployment will not occur successfully when Proxy authentication other than NTLM is in place.</p> <p>If using Chat service, note that your proxy server must not recognize any of the Oracle Service Cloud Chat packets entering or exiting your network.</p> <p>Customers using HTTP / IP proxy devices, either directly or indirectly, must ensure that these devices are configured to exclude Oracle Service Cloud application traffic from any caching operations. These devices include but are not limited to:</p> <ul style="list-style-type: none">Traditional proxy server (PC server or dedicated appliances)Content caching/acceleration devicesLocal content filtering/inspection appliancesHosted content filtering and inspection services, including anti-virus Internet security applications.
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Quality of Service (QoS) Packet-Shaping Policies:

If your networks have QoS / packet-shaping policies implemented, the Oracle Service Cloud application should be considered a performance-sensitive application and accordingly given appropriate priority to ensure maximum performance.

Whenever possible, customer LAN / WAN connectivity should be groomed to match generally-accepted VOIP standards of:

Less than 250ms round trip time (RTT),

Less than 5% latency jitter, Near-zero packet-loss,

Appropriate / consistent Layer-2/3 QoS policing.

Wide Area Network / Internet Load Balancing: Wide area network (WAN) and internet load balancing must be performed in a per-session manner for Oracle Service Cloud traffic. Per- packet load balancing often leads to out of order packet delivery which will result in degraded performance of your Oracle Service Cloud application and may destabilize the application.

Oracle Service Cloud Wireless:

Wireless application protocol version 2.0 (WAP 2.0) is required for Oracle Service Cloud Wireless

Security:

Viruses, adware, and spyware can affect the performance of your workstation and Oracle Service Cloud products. We recommend that workstations have a firewall, anti-virus software, and spyware/adware-detection software. However, exclusions should be in place for the RightNow.CX.exe process in order to avoid potential conflicts and/or interference with the Oracle Service Cloud console.

Data Extract, Transform and Load

	Solution
Data extract	<p>Data migration is typically a ‘one-off’ activity prior to go-live. Oracle Service Cloud (OSvC) comes with a data import capability to allow us to migrate data from legacy systems or databases into the OSvC database in the cloud.</p>
Data transform	<p>Data can be migrated using data files with various types of delimiters – the most commonly used is CSV (comma-separated value).</p> <p>It is possible to import data into most primary standard and custom objects, and associated secondary objects.</p> <p>We use the Data Mapping Templates map the columns in our files to the fields in OSvC database, and also set duplicate criteria.</p>
Data load	<p>To import the data, we can use the easy-to-use and intuitive Data Import Wizard, which not only allows import but also reports on success/failure.</p> <p>It is a great and useful feature, but it has its limitations. Some of them, important to bear in mind, are:</p> <ul style="list-style-type: none"> • Opportunity and Task objects are not supported. If you want to import records to these two objects you will need to use the APIs. • Importing data in to associated (secondary) objects – e.g. Message Thread on Incidents, Notes in Contacts – is allowed on create but ignored on update. • Products and Categories fields are not available for mapping when you are importing Answers. These have to be updated manually after import. • Special characters (e.g. apostrophe, commas) or words (e.g. “Union”) might cause record import to fail when they exist in lookups fields (e.g. Contact Email, Organization Name). • Due to Incident reference number format (YYYYMMDD-xxxxxx) we are limited to the import of Incidents to 999,999 per day.

Development and Configuration Practices

Our application development methodology adheres to applicable best practices and standards regarding both data security and data privacy & protection requirements required by the Agency. Above that, Oracle Service Cloud is designed and certified to meet many of the compliance requirements of the most demanding environments. The security landscape continues to evolve, and you can rely on the Oracle Service Cloud to stay ahead of threats. Note that some compliance offerings are unique to the Oracle Service Cloud, and not all regulatory frameworks listed below are applicable to all available Oracle Service Cloud environments.

- PCI DSS Service Provider Level 1 (Payment Card Industry Data Security Standard)
- HIPAA (Health Insurance Portability and Accountability Act)
- Family Education Rights and Privacy Act
- GLBA (Gramm-Leach-Bliley Act)
- NIST 800-53 Moderate Control (National Institute of Standards and Technology 800-53)
- FISMA (Federal Information Security Management Act)
- U.K. Data Protection Act 1998, and all other E.U. National Legislation
- E.U. Data Privacy Directive 95/46/EC
- DIACAP (DoD Information Assurance Certification and Accreditation Process)
- FIPS 140-2 (Federal Information Processing Standard)
- SSAE 16 (Statement on Standards for Attestation Engagements 16)
- E.U. – U.S. Safe Harbor Registration
- SOC 1 / SOC 2 (Service Organization Controls)

Business Continuity and Recovery

<p>Automated backup* recovery</p>	<p>Oracle provides for the recovery and reconstitution of its production CloudServices to the most recent available state following a disaster. Oracle has established alternate processing sites to accommodate full operating capability in the event of loss of service at a primary facility. Oracle maintains a Disaster Recovery Plan that describes recovery procedures.</p> <p>Disaster recovery operations apply to the physical loss of infrastructure at Oracle facilities. Oracle reserves the right to determine when to activate the Disaster Recovery Plan. During the execution of the Disaster Recovery Plan, Oracle provides regular status updates to Customers.</p> <p>Note: the RTO and RPO described below do not apply to Customer customizations that depend on external components or third-party software. During an active failover event, non-critical fixes and enhancement requests are not supported. Customer will be solely responsible for issues arising from third party software and customizations (CEMLIs) to Oracle programs and services.</p>
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<p>Data centers</p>	<p>Oracle has two separate data centers that function as primary and secondary sites for Oracle Cloud Services. Customer's production standby (secondary site) environment will reside in a data center separate from Customer's primary site. Oracle will commence the disaster recovery plan under this Policy upon its declaration of a disaster, and will target to recover the production data and use reasonable efforts to re-establish the production environment at the secondary site. For a major regional jurisdictional area (e.g., the United States or the European Union), Oracle operates both a production and secondary site within that region.</p> <p>Customer data is replicated in physically separate facilities in order to restore full services in the event of a disaster at a primary site. Backups are for Oracle's sole use in the event of a disaster.</p>
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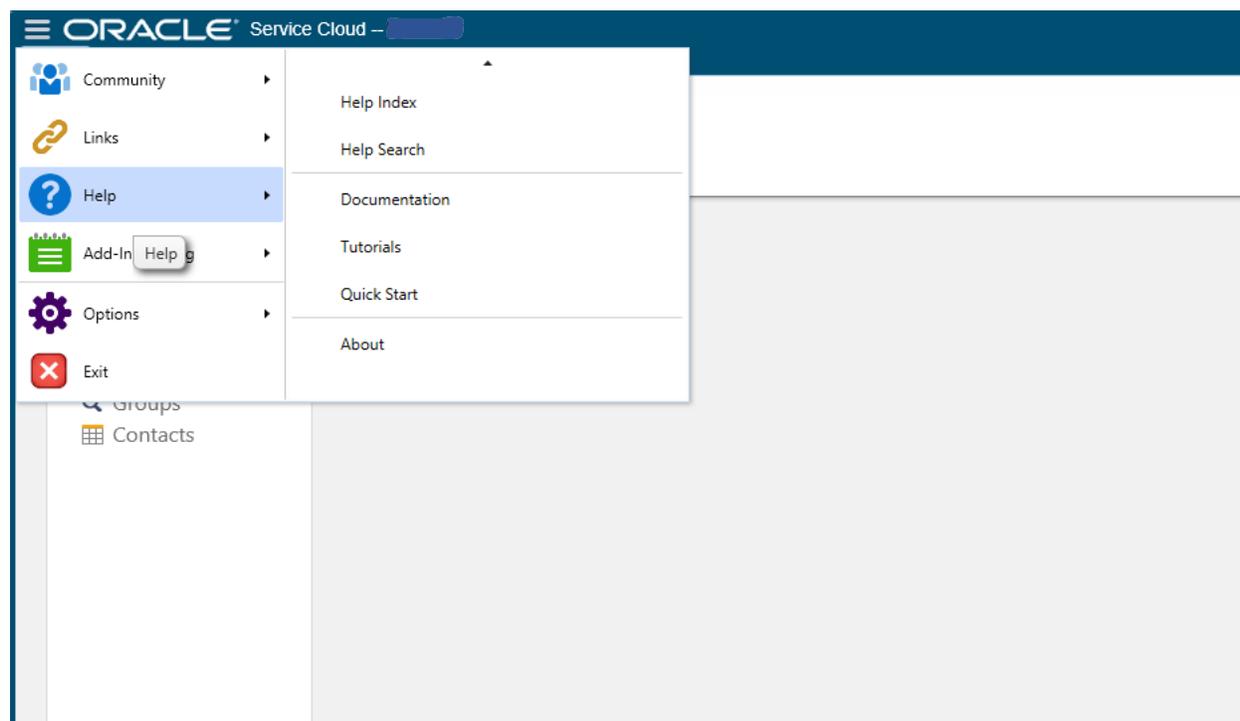
<p>Availability</p>	<p>The Cloud Services are designed to be available 24 hours a day, 7 days a week, 365 days a year, except during system maintenance periods and technology upgrades and as otherwise set forth in the agreement, the ordering document and these Delivery Policies.</p>
<p>Business continuity and disaster recovery plans</p>	<p>The following are the objectives of Oracle’s Disaster Recovery Plan for Oracle Cloud Services:</p> <p>In an emergency, Oracle’s top priority and objective is human health and safety.</p> <p>Maximize the effectiveness of contingency operations through the established Disaster Recovery Plan that consists of the following phases:</p> <ul style="list-style-type: none"> • Phase 1 - Disaster Recovery Launch Authorization phase - to detect service disruption or outage at the primary site, determine the extent of the damage and activate the plan. • Phase 2 - Recovery phase - to restore temporary IT operations at the secondary site. • Phase 3 - Reconstitution phase - to restore processing capabilities and resume operations at the primary site. <p>Identify the activities, resources, and procedures to carry out processing requirements during prolonged interruptions.</p> <p>Assign responsibilities to designated personnel and provide guidance for recovery, during prolonged periods of interruption.</p> <p>Ensure coordination with other personnel responsible for disaster recovery planning strategies. Ensure coordination with external points of contact and vendors and execution of this plan.</p>

<p>Recovery time objective and recovery point objective</p>	<p>Recovery Time Objective Recovery time objective (RTO) is Oracle’s objective for the maximum period of time between Oracle’s decision to activate the recovery processes under this Policy to failover the service to the secondary site due to a declared disaster, and the point at which Customer can resume production operations in the standby production environment. If the decision to failover is made during the period in which an upgrade is in process, the RTO extends to include the time required to complete the upgrade. The RTO is 12 hours from the declaration of a disaster.</p> <p>Recovery Point Objective Recovery point objective (RPO) is Oracle’s objective for the maximum possible length of time during which data could be lost, in the event of a disaster. The RPO is 1 hour from the occurrence of a disaster, excluding any data loads that may be underway when the disaster occurs.</p>
<p>Availability tiers</p>	<p>Oracle works to meet a Target System Availability Level of 99.5% of the production service, for the measurement period of one calendar month, commencing at Oracle’s activation of the production environment.</p>

OTHER TRAINING PLANS

Agent Desktop User Training

The Oracle Service Cloud Agent Desktop has a user friendly and intuitive interface. Éclat will train the WVS of state's Office business users on how to utilize the system to perform their daily business tasks. This training will take half a day. Oracle also provides extensive reference material within the software to support business users being able to perform their jobs. The following screenshots illustrate the reference materials available to business users within Oracle Service Cloud:



Enhanced Service Console - Quick Start

Color Scheme
 The first time you log in to the enhanced console, the color scheme is set to the new Default color scheme, regardless of the color scheme you used before. After login, you can change to one of the other color schemes—Blue, Black, Silver, or Web—from File -> Options -> View Options.

CX button and the Application menu
 You no longer use the round CX button to access the application menu; instead you click on the File menu next to the ribbon's Home tab.

Customizing your Navigation List
 To customize your Navigation List you no longer click on a Customize List... link; instead you click on the gear icon in the Navigation List header.

Tool Windows
 The default navigation sections—Recent Items, Navigation, and Quick Search—are now called tool windows. They can be put in any order, be docked to the right side of the console, or displayed in a separate window. When you drag a window to another area on the console, the content pane changes to light gray, the area

ORACLE
SERVICE CLOUD
 November 2015



ORACLE SERVICE CLOUD

Users Developers Idea Lab Events Support & Services Support Notifications

LOGIN | JOIN

Additional CX knowledgebase content is available after Login

August 2016 Documentation Overview

Answer ID 8814 | Last Review Date 09/07/2016

What documentation is available for the August 2016 release?

The following links direct you to all documentation specific to this release.

Documentation	Review information about...
User Guide	Comprehensive documentation for all areas of the August 2016 release. Also available in HTML PDF.
Release Readiness	Links to the What's New document, spotlights, release content documents, and release training.
Service Cloud videos	Demonstrates Oracle Service Cloud key tasks and concepts.
Client Deployment guide	Client deployment and procedures for downloading, logging in, and configuring custom deployment options.
Enhanced Service Console Enablement demo	Benefits of upgrading to the enhanced Service Console, introduced with the May 2014 release.



ORACLE SERVICE CLOUD

Users Developers Idea Lab Events Support & Services Support Notifications

LOGIN | JOIN

Additional CX knowledgebase content is available after Login

Oracle Service Cloud tutorials

Answer ID 4833 | Last Review Date 08/29/2016

What tutorials are available for Oracle Service Cloud?

Oracle Service Cloud tutorials and videos give new users an overview of product functions, features, and best practices. When you learn about all the things our products can do, you'll have the tools to improve your customers' experience on the web, in email, and across other channels. No matter what part of the product you work in, you'll find the tutorials you need under the persona that best fits your job description.

Product Versions

To begin, select from the product versions listed below to view the personas for each area of Oracle Service Cloud.

- Latest Service Cloud videos
- May 2016 Videos
- February 2016 Tutorials and February 2016 Videos
- November 2015 Tutorials and November 2015 Videos
- August 2015 Tutorials and August 2015 Videos
- May 2015 Tutorials

The screenshot shows the Oracle Help Center interface. At the top, it says "ORACLE Help Center" with a search bar containing "Cloud" and "Search products". A "Welcome" message is visible in the top right. On the left is a navigation menu with categories like "Cloud", "Get Started", "Tasks", "Use", "Implement", "Administer", "Customize", "Analyze and Report", "Collaborate", "Secure", "Integrate", "REST API", "Service", "Knowledge", "SRM", "Videos" (highlighted), and "Books". The main content area is titled "Oracle Service Cloud - August 2016 Videos". It includes a sub-section "Work with the Agent Desktop" with three video links: "Install the Agent Desktop", "Navigating the Agent Desktop", and "Set up the default mailbox". Below that is a sub-section "Create Staff Accounts" with one video link: "Create a navigation set". A graphic on the right shows a cloud icon with a heart inside a blue circle.

Administration Training

Oracle conducts a training course that is sufficient for administrative users. This training is an additional service that the agency would need to purchase directly from Oracle. The training is available in a classroom setting and online.

The details of Oracle's Oracle Service Cloud Administration Training are provided below:

Choose Your Training Subscription

PURCHASE SUBSCRIPTIONS
FOR INDIVIDUALS AND TEAMS

Oracle Learning Streams

Stay on the cutting edge of Oracle technology and gain exposure to new products with a full year of continuous Oracle learning. Learning Streams include video sessions on the latest product features and best practices direct from Oracle's experts. Plus, connect with our instructors in live sessions for ongoing learning support.

- 24 / 7 Access
- Continuously Updated
- Connect Live, with Instructors

[Explore Oracle Learning Streams](#)

Oracle Training On Demand

Build core product knowledge with hands-on training that captures our classroom experience in a high quality video format. Each course is taught by Oracle instructors & experts. Courses include labs, instructor access and comprehensive materials for a complete in-depth training experience.

- 24 / 7 Access
- Hands-On Labs
- Student eKit

[Explore Oracle Training On Demand](#)

Oracle Cloud Training



Oracle Service Cloud Learning Solutions

Oracle Service Cloud is designed to help you differentiate your brand by developing lasting, profitable relationships with unified web, social, and contact center experiences. Get training for all job roles in your organization that interact with your Oracle Service Cloud applications. Oracle University offers training that will show how to migrate to, implement, administer, optimize and use Oracle Service Cloud solutions and applications.

Explore the Oracle Service Cloud Learning Solutions

- [Instructor-Led Training](#)
- [Online Training](#)
- [Certifications](#)

Oracle Service Cloud

Instructor-Led Training Courses

Learn Oracle Service Cloud from the same team involved in Oracle product development. Our curriculum is developed to teach you skills that directly align with real-life IT and business professional jobs. Train in person at an Oracle or partner facility and learn from in-class demonstrations that teach you concepts step-by-step. Participate in hands-on labs, in class discussions and instructor Q & A.

Feel confident about your Investment with our 100% satisfaction guarantee. If you're not completely satisfied with your training experience, you can re-take the same class for free. Only 1% of our students requested a re-take of their class and 99% would recommend Oracle University training to others.

Introduction

[Introduction to Oracle Service Cloud](#)

End Users

[Using Oracle Service Cloud](#)

Administrators

[Oracle Service Cloud \(RightNow\) Administration](#)

Business Analysts

[Oracle Service Cloud \(RightNow\) Analytics](#)

[Introduction to Oracle Policy Automation](#)

Oracle Service Cloud

Online Training

Now you can get the Oracle training you need, right when you need it to maximize productivity and return from your Oracle investment. Each of our Oracle Learning Subscription offerings provide 24/7 access to Oracle's ever-growing library of digital training content so you can learn at anytime and from anywhere. Choose the subscription that best meets your needs.

Take full advantage of Oracle Cloud feature benefits and get up and running more quickly with online training for your entire team. Prepare functional and technical professionals as well as application end users to effectively perform the tasks relevant to their job with on demand training that can be accessed when needed for real-time learning.

Oracle Service Cloud Learning Subscription Complete Edition

Our Complete Editions are intended for technical professionals including implementers, administrators, architects, developers, integrators, and super users of your Oracle Cloud applications.

[Learn More >](#)

Oracle Service Cloud Learning Subscription End-User Edition

Prepare business professionals, who regularly use Oracle Cloud applications while performing their job, with an End-User Edition subscription. Training in each subscription is entirely role-based, making it an invaluable on-the-job reference and resource tool.

[Learn More >](#)

Oracle Service Cloud

Certification

The skills and knowledge you gain by becoming certified will lead to greater confidence and increased career security. Your expanded skill set will also help unlock opportunities with employers and potential employers. The rigorous process of becoming Oracle certified makes you a better technologist.

The knowledge you gain through training and practice will significantly expand your skill set and increase your credibility in your current job or when interviewing for jobs.

Implementation Specialist

[Oracle RightNow Cloud Service 2016 Certified Implementation Specialist](#)

[Oracle RightNow Cloud Service 2016 Technical Certified Implementation Specialist](#)

Oracle Service Cloud (RightNow) Administration

Schedule/Purchase	Training Formats 	Price	Duration	Course Materials	Language
▶ View Details	Training On Demand	US\$ 4,075	5 Days	English	English
▶ View Schedule	Classroom Training	US\$ 4,500	5 Days	English	English
▶ View Schedule	Live Virtual Class	US\$ 4,275	5 Days	English	English

 [Download Course Summary PDF](#)  [E-mail this page](#)

[What You Will Learn](#) [Audience](#) [Course Topics](#) [Course Objectives](#) [Related Training](#)

This Oracle Service Cloud (RightNow) Administration training is a five-day, hands-on course that teaches you how to execute the basic administrative functions of Oracle Service Cloud, a powerful tool designed to help drive positive customer interactions. Learn how to deliver superior experiences throughout the customer lifecycle, which is critical for a sustainable competitive advantage, customer loyalty and revenue.

This course is appropriate for Oracle Cloud deployments.

Learn To:

- ▶ Customize menus and fields to meet your unique business needs.
- ▶ Customize outgoing application-generated messaging.
- ▶ Create dynamic custom workspaces for any role to help staff work more efficiently.
- ▶ Create business rules that automate and standardize processes across your organization.

Benefits to You

By taking this course, you'll grasp fundamentals to orient you, practice initial setup tasks to get you started, and explore core functionality to help you enhance and maintain your system. You'll walk away with the knowledge and skills to take your implementation to the next level through enhancing customer self service, providing agent assistance, and configuring interactions.

[What You Will Learn](#) [Audience](#) [Course Topics](#) [Course Objectives](#) [Related Training](#)

- ▶ Technical Administrator
- ▶ Configuration Implementer
- ▶ Business Analysts
- ▶ Implementation Consultant

What You Will Learn	Audience	Course Topics	Course Objectives	Related Training
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Oracle Service Cloud Rel 16.2

Fundamentals

- ▶ Oracle Service Cloud application overview
- ▶ Navigation (panes, ribbons, explorers, and help)

Initial Setup

- ▶ Navigation sets, profiles, permissions, and queues
- ▶ Staff accounts, groups, and passwords
- ▶ Customizable menus and values

Core Functionality

- ▶ Business rules (states, functions, variables, conditions, expressions, and actions)
- ▶ Workspaces (displaying and editing records)
- ▶ Workspace rules and triggers (dynamically adjust display, behavior, and values)
- ▶ Custom objects, and relationships (packages and deployment)
- ▶ Creating and monitoring answers and the knowledge base
- ▶ Service level agreements (SLAs), response times, and holidays

Agent assistance

- ▶ Guided assistance (questions, answers, responses, and branching)
- ▶ Agent scripts (pages, fields, controls, questions, branching, rules, and events)
- ▶ Workflow processes and templates (user interface, automation, search, and decision elements)

Interactions

- ▶ Messages, templates, notifications, emails, and tracking
- ▶ Surveys and results
- ▶ Chats, routing, skills, and advanced routing
- ▶ Mailboxes (outgoing and incoming), email addresses, and distribution lists

What You Will Learn	Audience	Course Topics	Course Objectives	Related Training
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- ▶ Configure application messages and notifications
- ▶ Create and monitor answers
- ▶ Manage staff and access
- ▶ Set up mailboxes
- ▶ Configure menus
- ▶ Create workspaces
- ▶ Create business rules
- ▶ Create guides and scripts
- ▶ Manage queues
- ▶ Set up service level agreements (SLAs)
- ▶ Configure chat and routing
- ▶ Create surveys
- ▶ Create objects and relationships

APPENDIX

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1364642042500
File/Vendor Number:	468251
Approval Date:	24-FEB-2014
Scheduled Expiration Date:	24-FEB-2018

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

ECLAT INTEGRATED SOFTWARE SOLUTIONS, INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 25-SEP-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbi/cmbihub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 01/15

THIS CERTIFIES THAT

Eclat Integrated Software Solutions, Inc.

Nationally certified by the: **HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL**



*NAICS Code(s): 541511, 541512, 541513

* Description of their products/services as defined by the North American Industry Classification System (NAICS)

12/30/2015
Issued Date

01/31/2017
Expiration Date

HS03787
Certificate Number

Joset Wright-Lacy
Joset B. Wright-Lacy

Richard A. Huebner
Richard A. Huebner, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>
Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

John Gabriel
(Name, Title)
Director - Projects & Delivery
(Printed Name and Title)
10701 Corporate Dr, Ste # 286, Stafford, TX 77477
(Address)
(281) 077 0567
(Phone Number) / (Fax Number)
johng@eclatiss.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Eclat Integrated Software Solutions, Inc
(Company)


John Gabriel / Director - Projects & Delivery
(Authorized Signature) (Representative Name, Title)

John Gabriel / Director - Projects & Delivery
(Printed Name and Title of Authorized Representative)

09/21/2017
(Date)

(281) 277 0567
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ SOS1800000004 – Case Management System

8 VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract.

- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.
- 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4** Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

- 8.2.1** Immediate cancellation of the Contract.
- 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3** Any other remedies available in law or equity.

9. MISCELLANEOUS:

- 9.1 No Substitutions:** Vendor shall supply only contract Items and Services submitted in response to the Solicitation unless a Contract modification is approved in accordance with the provisions contained in this Contract.
- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items and Services being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 9.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: John Gabriel / Director - Projects & Delivery
Telephone Number: (281) 277 0567
Fax Number: N/A
Email Address: johng@eclatiss.com

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Eclat Integrated Software Solutions, Inc

Address: 10701 Corporate Dr, Ste 286, Stafford, TX 77477

Contracting business entity's authorized agent: Prasad Kalidindi

Address: 10701 Corporate Dr, Ste 286, Stafford, TX 77477

Number or title of contract:

Type or description of contract:

Governmental agency awarding contract:

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

Signature: [Signature] Date Signed: 09/20/2017

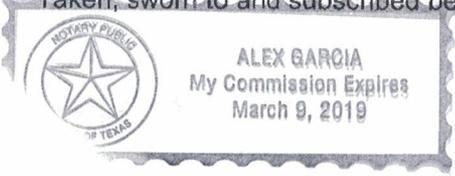
Check here if this is a Supplemental Disclosure.

Verification

State of TX, County of Fort Bend

I, Prasad Kalidindi, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 20th day of September, 2017.



[Signature] Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency:
Date submitted to Ethics Commission:
Governmental agency submitting Disclosure:

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: ECLAT INTEGRATED SOFTWARE SOLUTIONS, INC

Authorized Signature: [Signature] Date: 09/20/2017

State of TX

County of Fort Bend to-wit:

Taken, subscribed, and sworn to before me this 20th day of September, 2017

My Commission expires 03/09/2019



NOTARY PUBLIC [Signature]

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Eclat Integrated Software Solutions, Inc

Signed: 

Date: 09/20/2017

Title: President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



ORACLE LICENSE AND SERVICES AGREEMENT

A. Agreement Definitions

“You” and “your” refers to the individual or entity that has executed this agreement (“agreement”) and ordered Oracle programs and/or services from Oracle EMEA Limited (“Oracle”) or an authorized distributor. The term “programs” refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support. The term “services” refers to technical support, education, outsourcing, consulting or other services which you have ordered.

B. Applicability of Agreement

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

C. Rights Granted

Upon Oracle’s acceptance of your order, you have the limited right to use the programs and receive any services you ordered solely for your internal business operations and subject to the terms of this agreement, including the definitions and rules set forth in the order and the program documentation. You may allow your agents and contractors to use the programs for this purpose and you are responsible for their compliance with this agreement in such use. If accepted, Oracle will notify you and this notice will include a copy of your agreement. Program documentation is either shipped with the programs, or you may access the documentation online at <http://oracle.com/contracts>. Services are provided based on Oracle’s policies for the applicable services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order. Upon payment for services, you will have a perpetual, non-exclusive, non-assignable, royalty free license to use for your internal business operations anything developed by Oracle and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms provided in the ordering document.

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

D. Ownership and Restrictions

Oracle retains all ownership and intellectual property rights to the programs and anything developed by Oracle and delivered to you under this agreement resulting from the services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

You may not:

- remove or modify any program markings or any notice of Oracle’s proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party’s business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs; or
- disclose results of any program benchmark tests without Oracle’s prior written consent.

E. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year after delivery. You must notify Oracle of any program warranty deficiency within one year after delivery. Oracle also warrants that services ordered will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the services described in the ordering document.

ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

F. Trial Programs

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

G. Indemnification

If someone makes a claim against either you or Oracle ("Recipient"), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider"), and used by the Recipient infringes its intellectual property rights, the Provider will indemnify the Recipient against the claim if the Recipient does the following:

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

If the Provider believes or it is determined that any of the Material may have violated someone else'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 for it and any unused, prepaid technical support fees you have paid for the license. If you are the Provider and 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. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. This section provides the parties' exclusive remedy for any infringement claims or damages.

H. Technical Support

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

Technical support is effective upon shipment, or if shipment is not required, upon the effective date of the ordering document. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

Software Updates or Product Support acquired with your order may be renewed annually and, if you renew the Software Updates or Product Support for the same number of licenses for the same programs, for the first and second renewal years the fee for Software Updates or Product Support will not increase by more than 4% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for Software Updates or Product Support for the first renewal year will be the price quoted to you by your partner; the fee for Software Updates or Product Support for the second renewal year will not increase by more than 4% over the prior year's fees.

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

Oracle reserves the right to desupport its programs or particular versions of its programs. You will be notified in advance when Oracle determines that a program is to be desupported. Such desupport notices, which are posted at Oracle's customer support web site, MetaLink (or Oracle's then current customer support web site), contain desupport dates, information about availability of Extended Support and Extended Maintenance Support and information about migration paths for certain features. The desupport notices are subject to change; Oracle will provide updated desupport notices on MetaLink (or Oracle's then current customer support web site) as necessary.

I. End of Agreement

If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, the other party may terminate this agreement. If Oracle ends this agreement as specified in the preceding sentence or under the Indemnification section, you must pay within 30 days all amounts which have accrued prior to the end of this agreement, as well as all sums remaining unpaid for programs ordered and/or services received under this agreement plus related taxes and expenses. Except for nonpayment of fees, we each agree to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use those programs and/or services ordered. You further agree that if you have used an Oracle Finance Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the programs and/or services ordered and Oracle may end this agreement. Provisions that survive termination or expiration include those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

J. Fees and Taxes

All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the programs and/or services you ordered, except for taxes based on Oracle's income. Also, you will reimburse Oracle for reasonable expenses related to providing the services. Fees for services listed in an ordering document are exclusive of taxes and expenses. You agree that you have not relied on the future availability of any programs or updates in entering into the payment obligations in your order.

K. Nondisclosure

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). Confidential information shall be limited to the terms and pricing under this agreement, and all information clearly identified as confidential.

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

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

L. Entire Agreement

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

M. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES UNDER THIS AGREEMENT AS SPECIFIED IN YOUR ORDER. IN NO EVENT SHALL ORACLE'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL FEES PAID UNDER YOUR ORDER.

N. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations); additional information can be found on Oracle's Global Trade Compliance web site which can be accessed at <http://oracle.com/contracts>. You agree that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

O. Other

This agreement is governed by the substantive and procedural laws of Ireland without reference to its conflict of laws principles and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in Ireland in any dispute arising out of or relating to this agreement.

If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle EMEA Limited, East Point Business Park, Fairview, Dublin 3, Ireland, Attention: Director of Legal Affairs, Legal Department.

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

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

Upon 45 days written notice, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights. If you do not pay, Oracle can end your technical support, licenses and/or this agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

P. Force Majeure

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

party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

Q. License Definitions and Rules

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

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

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

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

Application User, Enterprise Asset Management (EAM) User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, Purchasing User, TeleSales User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Self Service Work Request option in conjunction with EAM, you are required to maintain licenses for the equivalent number of EAM Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the application program for which you have also acquired non read-only licenses.

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

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

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

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

\$M Cost of Goods Sold: is defined as one million U.S. dollars (Seven hundred and seventy-two thousand four hundred euros) in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 - External) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as an active employee of yours. (*note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications.*)

Employee User: is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Your human resource personnel that require access to the Oracle Self Service Human Resources program may not be licensed as Employee Users, but must be licensed as Professional Users. Additionally, your technical support personnel that require access to the Oracle iSupport program may not be licensed as Employee Users, but must be licensed as Professional Users.

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

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

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

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

iLearning Subscription: is defined as a web based learning environment that is made available to you subject to the terms of this agreement and Oracle's iLearning Subscription Policies. Oracle's iLearning Subscription Policies may be accessed at <http://oracle.com/contracts>, and may be updated by Oracle from time to time without notice to you.

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

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

1K Invoice Line: is defined as one thousand invoice line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from Oracle.

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

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

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

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

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

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

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

Oracle University Online Service: the Oracle University Online Service is a web based learning environment comprised of both individual Oracle University Online Courses ("Online Courses") as well as such courses bundled together as the Oracle University Online Library ("Online Library"). A Premium Online Library may be available in certain foreign languages. The Oracle University Online service is made available to you subject to the terms of this agreement and Oracle University's Online Hosting Access Policies. Oracle University's Online Hosting Access Policies are located at www.oracle.com/education/oln/index.html, and may be updated by Oracle from time to time without notice to you. You acknowledge that you will create and activate an administrator account and password and that the Oracle University Online Service is available on <http://www.oracle.com/education/oln>. Notwithstanding anything to the contrary in the agreement, **Oracle does not warrant that the Oracle University Online service will be provided uninterrupted or error-free.**

If you acquire the Online Library, the term shall be one year from the effective date of your order. At the end of the term, you may renew your order for an additional one year term at the then current Online Library rate by contacting your local Oracle Education Sales Office. If you choose not to renew the membership, all rights to use the Online Library shall cease.

You may acquire under a separate order the Premium Online Library or an individual Online Course for a term of 6 months from the effective date of your order. At the end of the term, you may renew your order for an additional 6 month term at the then current Premium Online Library or individual Online Course rate by contacting your local Oracle Education Sales Office. If you choose not to renew the membership, all rights to use the Premium Online Library or the Online Course shall cease.

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

Order Management User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. Order Management Users are allowed to manually enter orders directly into the programs but any orders

entered electronically from other sources must be licensed separately.

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

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

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

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

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a Processor basis may be accessed by your internal users (including agents and contractors) and by third party users. For the purposes of counting the number of processors which require licensing, a multicore chip with "n" processor cores shall be counted as "n" processors. For the Healthcare Transaction Base program, only the processors on which Internet Application Server Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program are running are counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running. With respect to the Customer Data Hub program, in determining the number of licenses required, only processors on which both Oracle Database Enterprise Edition and the Customer Data Hub program are running in production shall be counted.

Professional User: is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. For the purposes of Order Management, Advanced Pricing and Purchasing, Professional Users are allowed to manually enter orders directly into these programs but any orders transmitted or executed electronically (via EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing) must be licensed separately.

Professional User – External : is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. For the purposes of Order Management, Advanced Pricing and Purchasing, Professional Users – External are allowed to manually enter orders directly into these programs but any orders transmitted or executed electronically (via EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing) must be licensed separately.

Professional User 2003: is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Professional Users 2003 are allowed to manually enter orders directly into the programs but any orders entered electronically into Order Management from other sources must be licensed separately.

Professional User 2003 – External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Professional Users 2003 – External are allowed to manually enter orders directly into the programs but any orders entered electronically into Order Management from other

sources must be licensed separately.

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

Purchase Line: is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application programs. For iProcurement, Purchase Lines are counted as all line items on an approved requisition created in iProcurement. For Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through this application. This does not include communication on the same purchase order. For each application, you may not exceed the licensed number of Purchase Lines during any 12 month period unless you acquire additional Purchase Line licenses from us. You may acquire a different number of Purchase Line licenses for each program (the number of Purchase Lines for iProcurement could be a smaller number than for Purchasing Intelligence).

\$M in Revenue: is defined as one million U.S. dollars (Seven hundred and seventy-two thousand four hundred euros) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year.

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

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

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

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

System: shall be defined as each distinct production database. Test, development, failover and standby databases are not required to be licensed as systems; however, you may run the program on these databases.

Technical Reference Manuals

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

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

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

Term Designation

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

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

1 Year Hosting Term: A program license specifying a 1 Year Hosting Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate. A program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

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

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

Licensing Rules

Failover: Your license for the following programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) and Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition) includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the program(s).

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year.

Primary Usage: Each licensed user of the following applications is counted only once based on primary usage: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. You must specify how many users you are licensing for each application. Primary Usage of one of the applications listed above provides the licensed user with the right to use any or all of the other application programs listed above for which you are licensed. This concept also applies to Application Read-Only Users. Each Application Read-Only User of any of the applications listed above has the right to use any or all of the other application programs listed above for which you have also acquired Application Read-Only User licenses. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.

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

- Oracle Database Standard Edition may only be used on machines which have the ability to run a maximum of four processors or on a cluster of machines supporting up to a maximum of four processors per cluster.
- Oracle Standard Edition One may only be used on machines which have the ability to run a maximum of two processors.
- The number of TRACE licenses (Rdb Server Option) must match the number of licenses of the associated database.
- The number of Diagnostics Pack and/or Configuration Management Pack licenses must match the number of licenses of the associated Internet Application Server program (Enterprise Edition, Standard Edition or Java Edition). The number of Identity Management licenses must match the number of licenses of the associated Internet Application Server Standard Edition program.
- Application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts>.

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

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
Message Broker	10 Named Users Plus per Processor
TopLink	10 Named Users Plus per Processor
Internet Application Server Java Edition	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database

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

Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack

Signed by: _____

Signed by Oracle: _____

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Effective Date: _____

Sample Services Agreement

This Software Services Agreement (the “Agreement”) is between **Éclat Integrated Software Solutions, Inc.** with its principal place of business at 10701 Corporate Dr, Ste 286, Stafford, TX 77477 (“**ÉCLAT**”) and _____ with business at its principal place of _____ (“**Client**”). The provisions of this Agreement shall apply to Services provided to Client, in the United States, under this Agreement. When completed and executed by both parties, a Statement of Work (SOW) shall evidence the Services to be provided and Client’s payment obligation for same.

WHEREAS, ECLAT has agreed to perform the following services to the client:

- i. ÉCLAT shall be available and shall provide to the Client professional consulting services ("Consulting services") as requested.
- ii. The specific services to be offered are more fully described in the Statement of Work (SOW) or Ordering Document attached to this Agreement and any additional engagement letters or Task Orders referencing this Agreement that both parties may sign prior to the termination of this Agreement. In the event of any conflict between the contents of any engagement letter or Task Order and this Agreement, this Agreement shall be controlling.

1. Definitions

- a) “**Services**” shall mean work performed by ÉCLAT for Client pursuant to a SOW/Ordering Document, agreed to by the parties, under this Agreement. The schedule for Services will be agreed upon by the parties, subject to availability of ÉCLAT personnel.
- b) “**Ordering Document**” shall mean ÉCLAT’s standard form for ordering Services (entitled “Engagement Letter”) and shall specify the Services and applicable fees. Each Ordering Document shall be governed by the terms of this Agreement and shall reference the Effective Date specified below.

2. Charges, Payment, and Taxes

- a) **Fees for Services.** Unless otherwise expressly specified in the applicable Ordering Document, Services shall be provided on a time and materials (“T&M”) basis at ÉCLAT’s T&M rates current when the Services are performed. If a dollar limit is stated in the applicable Ordering Document for T&M Services, the limit shall be deemed an estimate for Client’s budgeting and ÉCLAT’s resource scheduling purposes; after the limit is expended, ÉCLAT will continue to provide the Services on a T&M basis, if an Ordering Document for continuation of the Services is signed by the parties.
- b) **Incidental Expenses.** Client shall reimburse ÉCLAT for reasonable travel, administrative, and out-of-pocket expenses incurred in conjunction with the Services. ÉCLAT shall include such reimbursable expenses as separate itemized line items and/or invoices on ÉCLAT’s semi-monthly invoice(s) to Client. In conjunction with applicable invoice submission, ÉCLAT shall provide Client with supporting documentation of such expenses including, but not limited to, actual bills, invoices, receipts, tickets, or other evidence of expenditures as Client may reasonably require.
- c) **Payment for Services:** ÉCLAT shall submit invoices to for services rendered hereunder, and for other expenses incurred on the performance of such services on a bi-weekly basis. Unless otherwise agreed upon in the relevant SOW, Client shall advance payments to ÉCLAT on account of invoiced amounts

within 30 days as of the day Client receives the relevant invoice at its office. Invoices unpaid by Client beyond forty five (45) days shall be subject to a one and one-half percent (1.5%) penalty per month, which shall be added to the fees due and owing to ÉCLAT.

- d) In the event of nonpayment by Client of an invoice when due (even where such non-payment occurs on account of Client's bankruptcy or insolvency), ÉCLAT may terminate this Agreement and/or remove any ÉCLAT personnel provided hereunder immediately upon written notice to Client. In the event of such termination, Client hereby expressly waives any claim for damages on account of such termination.
- e) **Taxes.** The charges do not include taxes. If ÉCLAT is required to pay any federal, state, or local taxes based on the Services provided under this Agreement, the taxes shall be billed to and paid by Client; this shall not apply to taxes based on ÉCLAT's income.

3. Term and Termination

- a) **Term.** This Agreement shall commence on its Effective Date and shall remain in effect until terminated in accordance with this Article 3.
- b) **Termination of Agreement.** Either party may terminate this Agreement with or without cause upon fifteen (15) days' prior written notice delivered by registered or certified mail, return receipt requested, and addressed to the other party at the address first written above. In the event this Agreement is so terminated by either party, Client shall only be liable for payment of Fees for Services actually completed prior to the effective date of termination. Any Ordering Document outstanding at the time of termination shall continue to be governed by this Agreement as if it had not been terminated.
- c) **Termination for Breach.** A party may terminate an Ordering Document/SOW if the other party is in material breach of the Ordering Document/SOW and has not cured the breach within thirty (30) days of written notice specifying the breach. Consent to extend the cure period shall not be unreasonably withheld, so long as the breaching party has commenced cure during the thirty day notice period and pursues cure of the breach in good faith.
- d) **Effect of Termination.** Termination of this Agreement and/or any Ordering Document shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Client of its obligation to pay all charges that accrued prior to such termination. The parties' rights and obligations under Articles 2, 3, 4, 5 and 6 shall survive termination of this Agreement and/or any Ordering Document.

4. Infringement, Warranty, Remedy

- a) **Infringement Indemnity** Each party ("Provider") will defend and indemnify the other party ("Recipient") against a claim that any information, design, specification, instruction, software, data, or material furnished by the Provider ("Material") and used by the Recipient for the Services infringes a copyright or patent provided that: (a) the Recipient notifies the Provider in writing within thirty (30) days of the claim; (b) the Provider has sole control of the defense and all related settlement negotiations; and (c) the Recipient provides the Provider with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by the Recipient in providing such assistance will be reimbursed by the Provider.

The Provider shall have no liability for any claim of infringement resulting from: (a) the Recipient's use of a Superseded or altered release of some or all of the Material if infringement would have been avoided by the use of a subsequent unaltered release of the Material which is provided to the Recipient; or (b) any information, design, specification, instruction, software, data, or material not furnished by the Provider.

In the event that some or all of the Material is held or is believed by the Provider to infringe, the Provider shall have the option, at its expense, (a) to modify the Material to be non-infringing; (b) to obtain for the Recipient a license to continue using the Material; or (c) to require return of the infringing Material and all rights thereto from the Recipient. If ÉCLAT is the Provider and such return materially affects Client's ability to meet its obligations under the relevant Ordering Document, then Client may, at its option and upon thirty days prior written notice to ÉCLAT, terminate the Ordering Document and shall be entitled to recover the fees paid by Client for that portion of the Material. If Client is the Provider and such return materially affects ÉCLAT's ability to meet its obligations under the relevant Ordering Document, then CSSI may, at its option and upon thirty days prior written notice to Client, terminate the Ordering Document and Client shall pay ÉCLAT for the Services rendered through the date of termination on a T&M or percent of completion basis as applicable. This Section 4.1 states the parties' entire liability and exclusive remedy for infringement.

- b) **Warranty and Disclaimers** ÉCLAT warrants that the Services will be performed consistent with generally accepted industry standards. Client must report any deficiencies in the Services to ÉCLAT in writing within fifteen (15) days of performance of the Services in order to receive warranty remedies.

The warranty herein is exclusive and in lieu of all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

For any breach of the above warranty, Client's exclusive remedy, and ÉCLAT's entire liability, shall be the re-performance of the Services. If ÉCLAT is unable to re-perform the Services as warranted, Client shall be entitled to recover the fees paid to ÉCLAT for the deficient Services.

5. Cooperation

- a) **Facility Access & Cooperation.** Client acknowledges that the timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents, and employees, and suitably configured computer products are essential to performance of any Services and that ÉCLAT's ability to complete any Services is dependent upon same. If the relevant requirement(s), project plan(s), schedule, scope, specification(s), design(s), software, hardware product(s), or related system environment(s) or architecture are changed by Client or any other person, ÉCLAT shall not be responsible for the change unless Client and ÉCLAT specifically consent to the change, scheduling, and additional charges, if any, in writing.

6. **Non-Solicitation.** Each party agrees that during the term of this agreement and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity:

- a) Solicit, induce, encourage or attempt to induce or encourage any employee of other party to terminate his or her employment with that party or to breach any other obligation to party; or
- b) Solicit, interfere with, disrupt, alter or attempt to disrupt or alter the relationship, contractual or otherwise, between party and any current customer or supplier discussed under this agreement.
- c) Parties acknowledge that the foregoing activity and time limitations contained in this Section are reasonable and properly required for the adequate protection of each party's business.

7. **Relationship between the Parties.** ÉCLAT is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each party will maintain appropriate worker's compensation for its employees as well as general liability insurance

8. Limitation of Liability

Whether attributable to contract, tort, warranty, negligence, strict liability or otherwise, ECLAT's liability for any

claims, damages, losses or liabilities arising out of or related to this Agreement or the Services performed hereunder shall not exceed the amounts paid by Client to ECLAT for Services under this Agreement unless caused by the intentional, wrongful actions or gross negligence of ECLAT or its employees.

IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF USE OF FACILITIES) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL, THIRD PARTY OR OTHER ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS HAVE BEEN NEGOTIATED BY THE PARTIES AND REFLECT A FAIR ALLOCATION OF RISK.

9. General

- a) **Nondisclosure.** The parties may provide to one another information that is confidential (“Confidential Information”). Confidential Information shall be clearly identified as confidential. Confidential Information shall not include information which: (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 disclosure; (d) is independently developed by the other party; or (e) is disclosed by operation of law. The parties agree to hold each other’s Confidential Information in confidence while the Services are being performed and for a period of three years thereafter.
- b) **Software License.** The Services provided under this Agreement may be in support of Client’s license to use computer software programs, owned or distributed by ÉCLAT, under a separate software license agreement. The software license agreement shall govern all use by Client of such programs. Neither this Agreement nor any Ordering Document includes the grant of any license or any other rights for such programs. Any Services acquired from ÉCLAT shall be bid separately from such program licenses, and Client may acquire either Services or such program licenses without acquiring the other.
- c) **Governing Law.** This Agreement shall be binding upon the parties, their successors, legal representatives and assigns, and it is mutually understood and expressly agreed that this Agreement shall be construed and interpreted according to the laws of the State of Texas without regard to its conflict of law’s provisions. In case any dispute shall arise hereunder, which cannot be resolved within a reasonable time period, such dispute shall be settled in a court of competent jurisdiction within the State of Texas. By their respective signatures to this Agreement, both parties do hereby consent to the personal exclusive jurisdiction in all courts of competent jurisdiction within the State of Texas.
- d) **Jurisdiction-** Any legal action or proceeding relating to this Agreement shall be instituted in any state or federal court in the state of Texas. ÉCLAT and Client agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
- e) **Notice-** All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to the first address listed in the applicable Ordering Document (if to Client) or to the ÉCLAT address on the Ordering Document (if to ÉCLAT)
- f) **Severability-** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.
- g) **No Waiver-** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either party’s intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued.

- h) **Force Majeure-** Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement or an Ordering Document where such delay or failure arises by reason of any Act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party.
- i) **Export Administration.** Each party agrees to comply with all relevant export laws and regulations of the United States (“Export Laws”) to assure that neither any software deliverable, if any, nor any direct product thereof is (1) exported, directly or indirectly, in violation of Export Laws or (2) is intended to be used for any purposes prohibited by the Export Laws, including without limitation, nuclear, chemical, or biological weapons proliferation.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their duly authorized representative.

The Effective Date of this Agreement shall be

CLIENT	ECLAT
Signature:	Signature:
Name:	Name: Prasad Kalidindi
Designation:	Designation: President
Fed ID:	Fed ID: 36-4642042



Attachment A

Statement of Work for Consulting Services

Pursuant to the terms of this Statement of Work hereinafter the SOW **Éclat Integrated Software Solutions, Inc** with its principal place of business at 10701 Corporate Dr, Ste 286, Stafford, TX 77477 (“**ÉCLAT**”) is hereby contracted to perform work for **CLIENT**, (“**CLIENT**”) under the terms of, and in accordance with, the Service Agreement executed by and between ECLAT and Client on _____ (the “**Agreement**”). The terms and conditions set forth below are hereby incorporated by reference into the Agreement and all capitalized terms used in this SOW shall have the same meaning when used in the Agreement.

1. Unless notified otherwise, upon the elapse of the End Date set forth below this SOW shall be deemed to have been extended on a month by month basis to a new End Date on the same terms and conditions as stated herein and in the Agreement, until such time as the relevant project is completed or ECLAT provides a two weeks prior written notice of termination of this SOW any further.
2. ECLAT shall perform the duties under the guidelines of the Client until the termination date and to complete the project and produce the results required by the Client.
3. ECLAT hereby expressly represents and warrants that the following personnel of ECLAT who are assigned to work on the project have been informed and understand their obligations and responsibilities under this SOW and under the Agreement.
4. To the extent that the terms set forth in this SOW conflict with the terms of the Agreement, the terms of this SOW shall control.

CONSULTANT DETAILS:

NAME:

RATE:

RESPONSIBILITIES:

All resources allotted to the engagement will be on a full time basis, 8 hours a day for all working days – unless specifically mentioned otherwise. The same rates apply for overtime (in case of work over 8 hours per day).

Billing Cycle: **Bi-weekly**
Payment Terms: Net 15 Days
Term of Assignment: Start Date:
 End Date:

CLIENT : CLIENT	ECLAT
Address:	Address :
Signature:	Signature:
Name:	Name: Prasad Kalidindi
Designation:	Designation: President
Fed ID:	Fed ID: 36-4642042



PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle" and the entity that has executed this Agreement as identified in the signature block below ("You"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1 Oracle will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this 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 this Agreement or the order (the "Services Period"), solely for Your internal business operations. You may allow Your Users to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, Oracle may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of 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, 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 testing of the Services (the "Acceptable Use Policy"). In addition to other rights that Oracle has in this 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.

2. FEES AND PAYMENT

2.1. All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. Except as may otherwise be stated in Your Order, You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Services You ordered, except for taxes based on Oracle's income. If You are a tax exempt entity, You must provide the applicable tax certificate of exemption with 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 must execute a modification or new order for the excess quantity.

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

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content. Oracle or its licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of Oracle under this 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 Oracle the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this 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 this Agreement or Your order.

4. NONDISCLOSURE

4.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). To the extent permitted by law, Confidential Information shall be limited to Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2. 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.

4.3. Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. 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.

The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records law. Should you receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1. In performing the Services, Oracle will comply with the Oracle privacy policy applicable to the Services ordered. Oracle privacy policies are available at <http://www.oracle.com/us/legal/privacy/overview/index.html>.

5.2. Unless stated otherwise in Your order, Oracle will comply with the terms of *Oracle Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"). The Data Processing Agreement is available at <http://www.oracle.com/dataprocessingagreement> and incorporated herein by reference, and describes how Oracle will process Personal Data that You provide to Oracle as part of Oracle's provision of the Services. You agree to provide any notices and obtain any consents and authorizations related to Your use of, and Oracle's provision of, the Services.

5.3. Oracle will protect Your Content as described in the Service Specifications, which define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services and describe other aspects of system management applicable to the Services. Oracle and its affiliates may perform certain aspects of the Services (e.g., administration, maintenance, support, disaster recovery, data processing, etc.) from locations and/or through use of subcontractors, worldwide.

5.4. You are responsible for 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, or from Your use of the Services in a manner that is inconsistent with the terms of this Agreement. You may disclose or transfer Your Content to a third party, and upon such disclosure or transfer Oracle is no longer responsible for the security or confidentiality of such content outside of Oracle.

5.5. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any health, payment card or similarly sensitive data that imposes specific data security or data protection obligations on the processing of such data different from those specified in the Service Specifications. If available for the Services You have ordered, You may purchase additional services from Oracle (e.g., Oracle Payment Card Industry Compliance Services) designed to address particular data security or data protection requirements applicable to Your business or Your Content.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. Oracle warrants that during the Services Period, Oracle 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 Oracle with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

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

6.3. FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO YOU THE FEES PAID TO ORACLE 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 THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

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

8. INDEMNIFICATION

8.1. 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, service, 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 to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

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

8.2. 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 unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Oracle's ability to meet obligations under the relevant order, then Oracle may, upon 30 days prior written notice, terminate the order. 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 any unused, prepaid fees for such Services.

8.3. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. Oracle 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.).

8.4. This Section 8 provides the parties' exclusive remedy for any infringement claims or damages.

9. TERM AND TERMINATION

9.1. Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. This Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2. Services shall be provided for the Services Period defined in Your order. If You order Cloud Services that are designated in the Service Specifications or Your order as Services that will be automatically extended, such Services will not automatically be extended for an additional Services Period of the same duration. In order to extend the Services, You must provide Oracle with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intent to renew such Services and You must execute a contract modification (or a new contract) evidencing such extension. The preceding sentence shall not apply if Oracle provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew or extend such Services.

9.3. Oracle may suspend Your or Your Users' access to, or use of, the Services if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) 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, Oracle will provide You with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Your Content (as it existed on the suspension date) available to You. Any suspension under this paragraph shall not excuse You from Your obligation to make payments under this Agreement.

9.4. If either You or Oracle materially breaches a term of this 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 the order under which the breach occurred. If Oracle terminates the order 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 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 this Agreement, You may not use those Services ordered.

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

9.6. For a period of no less than 60 days after the end of the Services Period, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of Your Content that remains in the Services.

9.7. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

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 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 Oracle makes accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that Oracle is not responsible for, and has no obligation to control, monitor, or correct, Third Party Content. Oracle disclaims 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). Oracle may need to update, change or modify the Services under this 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 Oracle in its sole discretion, Oracle 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 this 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 Oracle continuously monitors 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 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 retains all intellectual property rights in Service Analyses.

11.3 Oracle may provide You with online access to download certain Oracle Software for use with the Services. If Oracle licenses 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 this Agreement and Your order, 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 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.

12. EXPORT

12.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You and Oracle each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12.2 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. FORCE MAJEURE

Neither You nor Oracle 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); or other event outside the reasonable control of the obligated party. Both You and Oracle will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or Oracle may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

14. UCITA

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

15. NOTICE

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

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

16. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

17. OTHER

17.1 Oracle is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

17.2 Oracle's 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. Oracle is 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 Oracle's subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle's resources under this Agreement.

17.3 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

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

17.5 Prior to entering into an order governed by this 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.

17.6 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of this Agreement and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations.

18. ENTIRE AGREEMENT

18.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

18.2 It is expressly agreed that the terms of this 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 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. This 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 this Agreement.

19. AGREEMENT DEFINITIONS

19.1 **“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.

19.2 **“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.

19.3 **“Service Specifications”** means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement, available at www.oracle.com/contracts; (b) Oracle’s privacy policy, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; 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 Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

19.4 **“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.

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

19.6 **“Your Content”** means all software, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in this Agreement), 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 this 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.

20. CLOUD SERVICES EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is _____ . (DATE TO BE COMPLETED BY ORACLE)

Company Name: DHEC, S.C

Oracle America, Inc.

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Agreement No.: US-CSA-CPQ-353843

EXHIBIT A- Pricing Page
CRFQ SOS1800000004
West Virginia Secretary of State
Case Management System

Item #	Item	Vendor Description	Unit of Measure	Quantity	Unit Price	Extended Cost
1	Case management System including License, Software, Set-up and Configuration, Historical Data Migration and System Training, including First Year Maintenance and Support/Warranty	Oracle RightNow Enterprise Dynamic Agent Desktop Cloud Service-20 Oracle RightNow Universal Core ServiceTier 1 Sessions Service Period-Portal users Data Migration End User Training Year1 Support Year 1 Maintenance Oracle Service Cloud Setup, Configuration, Go-live Support, & Post Go-live Support	Lump Sum	1		\$85,200
2	Second Year Maintenance and Support/Warranty	Oracle RightNow Enterprise Dynamic Agent Desktop Cloud Service-20 Oracle RightNow Universal Core ServiceTier 1 Sessions Service Period-Portal users Year 2 Support Maintenance	Year	1		\$34,800
3	Third Year Maintenance and Support/Warranty	Oracle RightNow Enterprise Dynamic Agent Desktop Cloud Service-20 Oracle RightNow Universal Core ServiceTier 1 Sessions Service Period-Portal users Year 3 Support Maintenance	Year	1		\$34,800
4	Fourth Year Maintenance and Support/Warranty	Oracle RightNow Enterprise Dynamic Agent Desktop Cloud Service-20 Oracle RightNow Universal Core ServiceTier 1 Sessions Service Period-Portal users Year 4 Support Maintenance	Year	1		\$34,800

UNIT PRICES

Item	Unit Prices are to be provided for the following two (2) items, and will only be used to execute formal Change Orders during the life of the contract, if required. Estimated Quantities are included for bid evaluation only; there is no guarantee that any quantity if the Item(s) will be purchased.					
5	Customization Programing	As incurred	Hour	80	90	\$7,200
Lowest Overall Total Cost (Item # 1+2+3+4+5) = \$1,96,800						

Contract evaluation will be of the lowest overall total cost. Award will be the lump sum amount, implementation and year one maintenance only. Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

Vendor Name: Eclat Integrated Software Solutions, Inc

Authorized Signature: 