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## Header 2

[List View](#)

## General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 694173

Procurement Type: Central Master Agreement

Vendor ID: VS0000020347 

Legal Name: CAPITAL CONSULTING LLC

Alias/DBA:

Total Bid: \$56,422.33

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Solicitation Description: Addendum No. 02-Cloud Infrastructure for Tax

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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 694173  
**Solicitation Description :** Addendum No. 02-Cloud Infrastructure for Tax  
**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-04-08 13:30:00	SR 0702 ESR04072000000005752	1

<b>VENDOR</b>
VS0000020347 CAPITAL CONSULTING LLC

**Solicitation Number:** CRFQ 0702 TAX2000000016

**Total Bid :** \$56,422.33      **Response Date:** 2020-04-08      **Response Time:** 13:20:39

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jessica S Chambers  
 (304) 558-0246  
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<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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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	Cloud Infrastructure per attached Exhibit A Pricing Page.	1.00000	LS	\$56,422.330000	\$56,422.33

Comm Code	Manufacturer	Specification	Model #
43212200			

**Extended Description :** Please see attached specifications.  
Cloud Infrastructure per the attached Exhibit A Pricing Page.  
Please note: Vendor must provide Exhibit A Pricing Page with their submitted bid response. Failure to do so will result in

**Comments:** Our response includes two pricing options. Please review the response for details.



West Virginia Purchasing Division on Behalf of the Tax Division  
**Cloud Infrastructure for Disaster Recovery**  
Request for Quotation (RFQ)– Proposal and Pricing

Solicitation number: CRFQ0702 TAX2000000016

Solicitation Submission: April 8, 2020 1:30 pm

Capital Consulting L.L.C. D/B/A Tharseo IT | 1231B Good Hope Rd. SE |  
Washington DC 20020-6907  
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Contact Information: Eric Wimer|703.930.9509 [ewimer@tharseoit.com](mailto:ewimer@tharseoit.com)

This proposal includes data that shall not be disclosed outside West Virginia and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, West Virginia will have the right to duplicate, use, or disclose the data to the extent consistent with West Virginia's needs in the procurement process. This restriction does not limit West Virginia's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction as contained in page 1 through the end of document.



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## Cloud Infrastructure for Disaster Recovery

### Statement of Confidentiality

All information submitted within this response to West Virginia's Tax Division is to be treated as confidential and to be used only within the context of the evaluation criteria as outlined in CRFQ 0702 TAX2000000016.

### Certification of Compliance


Capital Consulting L.L.C. D/B/A Tharseo IT certifies it has read and understood the solicitation and all amendments and is in compliance with all articles, clauses, terms and conditions contained or referenced within CRFQ 0702 TAX2000000016.

### Validity of Proposal

Capital Consulting L.L.C. D/B/A Tharseo IT understands the terms set out in this response will remain valid for a period of not less than 120 days from the closing date of this solicitation, being 04/08/2020.

### Enquiries and Corporate Contact Information

Should any enquiries arise during the review or evaluation of the contents of this submission, please contact Eric Wimer at (703) 790 – 9309 (Cell) or email [ewimer@tharseoit.com](mailto:ewimer@tharseoit.com) and/or Amit Bahadur at (804) 405-5347 (Cell)- or email [abahadur@tharseoit.com](mailto:abahadur@tharseoit.com). The mailing address of Capital Consulting L.L.C. D/B/A Tharseo IT is 1231B Good Hope Rd. SE, Washington, DC 20020.

  
\_\_\_\_\_  
Eric Wimer  
CEO

04/02/2020  
\_\_\_\_\_  
Date

## COVER LETTER

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Jessica Chambers  
WV Purchasing Division  
Department of Administration  
2019 Washington Street E.  
Charleston, WV 25305

Solicitation: CRFQ 0702 TAX2000000016 Cloud Infrastructure for Disaster Recovery

On behalf of Tharseo IT, I'd like to thank you for the opportunity to submit our Proposal for Cloud Infrastructure and Disaster Recovery. Tharseo IT is an Oracle Gold Partner, Oracle certified Cloud Excellence Implementer and authorized reseller of Oracle Services. We have an excellent track record of success helping Public Sector agencies design and deploy Oracle software, scaled agile design, development, integration, migration delivery and 24/7 operational support of open source and cloud solutions.

Our proposal includes the price for two OCI configurations. One OCI configuration (#TH3469) is a quote for the bill of materials as specified in the RFP. The second OCI configuration (Option 1 #TH3470) is a quote for the bill of materials that are necessary to meet all mandatory technical requirements.

Thank you for your consideration. We look forward to the possibility of working with you to fulfill all of West Virginia's needs.

Should you have any questions, please feel free to reach out directly.

Sincerely,



Eric Wimer  
CEO  
Tharseo IT



## THARSEO IT COMPANY SUMMARY

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Tharseo IT, LLC is a minority-owned, small disadvantaged business headquartered in Washington, DC. We specialize in assisting federal, state and local government agencies move workflows, applications, and data to FedRAMP secure Oracle cloud services. We provide cloud-based software, scaled agile design, development, integration, data migration, delivery, 24/7 operational support, customer support, and training for open source and Oracle Cloud Infrastructure. More than 500 government organizations currently use Oracle technology, including eight of the top 10 federal agencies by budget and all four branches of the US military.

Tharseo IT is a Public & Private Sector Certified Oracle Cloud Excellence Implementer (CEI) named as one of the 10 Most Promising Oracle Consulting/Service Companies in 2019 by CIO Review magazine. With more than 50 years' combined experience in the IT industry, our senior management led the technical team of 120 Oracle developers that successfully designed, built, and deployed DC Health Link, the District of Columbia's (DC) Health Benefit Exchange (HBX) in response to provisions of the Affordable Care Act in 2013.

**Tharseo IT has been named one of the 10 Most Promising Oracle Consulting/Service Companies in 2019 by CIO Review magazine.**

Since that time, our team has provided continuous leadership in IT strategy for all of the stakeholders and business units that comprise DC Health Link, taking a lead role in enterprise architecture, grant management, web development, User Interface/User Experience (UI/UX), software development, project management, software quality assurance, data analytics and Operations and Maintenance (OM) efforts. We were responsible for planning and coordination of more than 10 vendors participating in the re-architecture of DC Health Link to an agile, cloud based, continuously integrated system using SOA and open source for the exchange and communication with the federal and state hubs. Our software development teams delivered the mobile apps for iOS and Android and created an open source tax credit reconciliation system for the HBX by leveraging open source MAGI-In-The-Cloud code.

Tharseo IT incorporated in 2014, leveraging the in-depth experience and successful relationships established for the HBX project to thoroughly redesign the customer-facing DC Health Link website, expanding our services to provide editorial support, copywriting, Drupal and HTML programming and Dev Ops support. Our team was responsible for coordinating with all the vendors to harmonize all the user interfaces and content so that the site presented a unified and intuitive user experience for consumers, businesses, and brokers. As a result, DC Health Link is widely lauded as the most complete and user-friendly insurance exchange in the country, having been selected two years in a row by Clear Choices as the highest scoring HBX in the United States.

Tharseo IT continues to develop, enhance, operate, and maintain critical systems for benefits management, enabling government agencies to take advantage of the fast, secure, and stable

Oracle Cloud Infrastructure to achieve their mission of improving financial decision making for improved health outcomes. We are privileged to have tackled some of the toughest and most intractable technology and innovation problems for our government clients which include:

**DC Department of Healthcare Finance (DHCF) District Access System (DCAS)** – Provided Washington, DC agencies with an integrated eligibility system for Medicaid, Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance to Needy Families (TANF), and other benefits programs, with case management capabilities. *DCAS is In the process of moving to the cloud with an anticipated savings of 75% in development & infrastructure costs.*

**DC Health Immunization Information System (DOCHIS) & WIC** – Migrated to the cloud the critical public health systems that collect, store, track and monitor immunization event information across the lifespan for residents and visitors to DC, and integrate with the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) information system to aid in immunization assessments for pregnant women and children. *Moving to the Oracle GovCloud saved DC Health roughly 40% in infrastructure & maintenance costs.*

**U.S. Department of Agriculture (USDA) Food and Nutrition Service (FNS) Supplemental Nutrition Assistance Program (SNAP) Electronic Benefits Transfer (EBT) Portal** – Provide the means for SNAP recipients to authorize transfer of their government benefits from a Federal account to a SNAP retailer account to pay for products received from Farmers' Markets and Direct Marketing Farmers, promoting healthy lifestyles for low income families. The SNAP EBT Portal is used in all 50 States, the District of Columbia, Puerto Rico, the Virgin Islands, and Guam.

### Oracle Cloud Transformation

Data security, privacy, and HIPAA compliance are our customers' chief concerns when they come to us with a benefits systems modernization challenge. Tharseo IT answers the challenge with the Oracle Cloud Infrastructure, a fully secure, flexible, end-to-end solution for integrating legacy databases into one high-performing data analytics engine that gives decision-makers dashboard access to the information they need to accelerate innovation.

Tharseo IT was the first Oracle partner to deploy a state agency into the Oracle GovCloud in 2018. Our Oracle-certified cloud architects and application developers have expertise in the entire Oracle infrastructure stack including IAM, SOA, WebLogic, and DB. Tharseo IT works collaboratively with our clients to analyze existing systems or applications, determine the best migration strategy, and efficiently migrate portions of a system – or entire enterprise systems – to the Oracle cloud.

**Tharseo IT was the first Oracle partner to deploy a state agency into the Oracle GovCloud in 2018.**

We also provide Oracle cloud operations and maintenance support to ensure long-term stability and viability.

## 4.1 CONTRACT ITEMS AND MANDATORY REQUIREMENTS

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### 4.1.1. Cloud Infrastructure Service

#### 4.1.1.1 All components must be hosted in a FedRAMP certified data center.

All proposed components will be hosted in a FedRAMP certified data center. Oracle has worked to help agencies solve mission-critical IT challenges for more than 40 years. The company's complete portfolio of cloud services, which includes software-as-a-service (SaaS), infrastructure-as-a-service (IaaS), and platform-as-a-service (PaaS) solutions, offers agencies the ability to future-proof their IT environments today and build tomorrow's next generation of government services. Oracle has been a long-standing strategic technology partner of the U.S. Federal Government. In fact, a component of the U.S. Intelligence Community was the first customer to use Oracle's flagship database software 35 years ago. Today, more than 500 government organizations take advantage of the superior performance of Oracle's industry-leading technologies.

Oracle Cloud Regulatory Compliance and Support Certifications/Accreditations

- e US Federal Risk and Authorization Management Program (FedRAMP Moderate)
- The US DOD Information Assurance (DISA SRG impact level 5, IL5)
- The Health Insurance Portability and Accountability Act (HIPAA)
- ISO 27001
- SOC1, SOC2, SOC3

Link to full list of certifications: <https://www.oracle.com/cloud/cloud-infrastructure-compliance/>

#### *Increased Performance & Security of Environments*

Oracle Cloud Infrastructure's Government Cloud regions are purpose-built to provide the industry-leading performance, comprehensive security controls, and support for regulatory compliance efforts required by US public sector and Department of Defense (DoD) agencies as they shift mission-critical workloads to the cloud. Oracle provides powerful and easy-to-manage cloud security for every workload. Oracle embraces a culture of security that is evident in every aspect of the design, testing, and rollout of cloud infrastructure and services. Oracle's technology and product decisions, network architecture, and certifications are all focused on protecting sensitive data and providing core-to-edge security. Oracle's security approach is based on seven core pillars so that public sector agencies can achieve the level of isolation, data protection, control, and visibility needed to support security and compliance requirements. The seven core pillars include:

Oracle provides powerful and easy-to-manage cloud security for every workload. Oracle embraces a culture of security that is evident in every aspect of the design, testing, and rollout of cloud infrastructure and services. Oracle's technology and product decisions, network architecture, and certifications are all focused on protecting sensitive data and providing core-to-edge security. Oracle's security approach is based on seven core pillars so that public sector agencies can achieve the level of isolation, data protection, control, and visibility needed to support security and compliance requirements. The seven core pillars include:

1. **Customer Isolation:** Application and data assets are deployed in an environment that provides isolation from other tenants and Oracle’s staff, as well as isolation between the same tenant’s workloads. Oracle provides customer isolation through bare metal instances, virtual machine (VM) instances, virtual cloud networks (VCNs), and identity and access management (IAM) compartments.
2. **Data Encryption:** Always-on encryption protects data at-rest and in transit, helping public sector entities meet compliance requirements regarding data encryption, cryptographic algorithms, and key management. Oracle provides default storage encryption, database encryption, as well as key management services (KMS) that enable customers to encrypt information using keys they control.
3. **Security Controls:** Effective and easy-to-use security management controls allow users to constrain access and segregate operational responsibilities. Oracle security controls cover networking, user authentication and authorization, and instance principals, and more.
4. **Visibility:** Comprehensive log data and security analytics for auditing and monitoring data and application assets.
5. **Highly Secure Hybrid Cloud:** Integrate existing on-premises security solutions with Oracle cloud security services using virtual private networks (VPNs). Oracle supports third-party security solutions and offers identity federation capabilities that enable organizations to use existing users and groups in the cloud.
6. **High Availability:** Fault-tolerant data centers enable high availability scale-out architectures and are resilient against network attacks, for constant uptime in the face of natural disasters and cybersecurity risks. Oracle offers end-to-end service level agreements (SLAs) that cover high availability, performance, and manageability.
7. **Highly Secure Infrastructure:** Oracle demonstrates its adherence to strict security standards through third-party audits, certifications, and attestations—and helps public sector agencies demonstrate compliance readiness to internal security and compliance teams, auditors, regulators, and the general public.

### 4.1.1.2 All components must be isolated from other customers.

See #1 from 4.1.1.1.1 above and the supporting information below:

All of the Oracle Cloud Infrastructure security capabilities have been designed with one goal in mind: allowing you to run your mission-critical workloads in the cloud with complete control and confidence. Oracle continues to invest in the above areas and more to offer unmatched security and assurance to enterprise customers.

Another important piece to note is Oracle’s cloud partnership with Microsoft. Oracle Cloud and Microsoft Azure have created a fast, secure interconnect between their data centers. If your agency decides to use a multi-cloud approach down the line, you will see massive benefits and cost reductions for cloud workloads running in Oracle Cloud and Microsoft Azure with unmatched network security.

Link 1: <https://www.oracle.com/corporate/pressrelease/microsoft-and-oracle-to-interconnect-microsoft-azure-and-oracle-cloud-060519.html>

Link 2: <https://www.oracle.com/cloud/azure-interconnect.html>

*Link to Oracle Cloud Infrastructure Security Overview & Concepts:*

[https://docs.cloud.oracle.com/en-us/iaas/Content/Security/Concepts/security\\_overview.htm](https://docs.cloud.oracle.com/en-us/iaas/Content/Security/Concepts/security_overview.htm)

#### **4.1.1.3 Must support secure VPN access to all components included on bid from the Agency network.**

Oracle Cloud supports secure FIPS 140 - 2 VPN access to all components included on the bid from the Agency Network . Tharseo IT has substantial experience on the Oracle Cloud and Network configuration and implementation of secure VPN connections from on-premise networks and datacenters to the Oracle Cloud FedRAMP compliant data centers. We have successfully and securely connected customer on-premise datacenters and accompanied network components to the cloud for agencies in the public sector and federal spaces. Tharseo IT also assisted and advised the Oracle FedRAMP Network Engineers/Team when moving customer systems and existing on-premise network connections to the Oracle Cloud Datacenters once they received their FedRAMP certification in 2019. Our team is close with the Oracle Cloud Network Engineers and their respective teams and we were able to accommodate certain customer network configurations that were normally out of scope for Oracle. That being said, we would certainly do the same for your agency if this opportunity were to arise. Please see the below for supporting information on OCI VPN network support and setup in the cloud:

##### *VPN Connection and Configuration Overview*

One way to connect your on-premises network and your virtual cloud network (VCN) is to use VPN Connect, which is an IPSec VPN. IPSec stands for *Internet Protocol Security* or *IP Security*. IPSec is a protocol suite that encrypts the entire IP traffic before the packets are transferred from the source to the destination. Tharseo IT believes that for this particular use-case (creating a hybrid cloud DR for your production database), the most cost-effective and efficient way to achieve your desired DR solution is to use IPSec VPN in comparison to a dedicated FastConnect. We have successfully set up IPSec VPN connections for several of our customers in the past with connection speeds of up to 500 Mbps with no issues. While Oracle offers FastConnect as an option to connect your on-premise datacenter to the cloud, for this particular engagement we do not see a need for it. However, if you decide to expand your cloud footprint in the future it may be something to take into consideration.

##### *About the Oracle IPSEC VPN*

In general, IPSec can be configured in the following modes:

- **Transport mode:** IPSec encrypts and authenticates only the actual payload of the packet, and the header information stays intact.

- **Tunnel mode (supported by Oracle):** IPsec encrypts and authenticates the entire packet. After encryption, the packet is then encapsulated to form a new IP packet that has different header information.

Each Oracle IPsec VPN consists of multiple redundant IPsec tunnels. For a given tunnel, you can use either Border Gateway Protocol (BGP) dynamic routing or static routing to route that tunnel's traffic. More details about routing follow IPsec VPN site-to-site tunnels offer the following advantages:

- Public internet lines are used to transmit data, so dedicated, expensive lease lines from one site to another aren't necessary.
- The internal IP addresses of the participating networks and nodes are hidden from external users.
- The entire communication between the source and destination sites is encrypted, significantly lowering the chances of information theft.

### *Preferring a Specific Tunnel in the IPsec VPN*

Within an IPsec VPN, you can influence *which tunnel* is preferred. Here are items you can configure:

- **Your CPE's BGP local preference:** If you use BGP, you can configure the BGP local preference attribute on your CPE device to control which tunnel is preferred for connections initiated from your on-premises network to your VCN. Because Oracle generally uses asymmetric routing, you must configure other attributes if you want Oracle to respond on that same tunnel. See the next two items.
- **More specific routes on the preferred tunnel:** You can configure your CPE to advertise more specific routes for the tunnel that you want to prefer. Oracle uses the route with the [longest prefix match](#) when responding to or initiating connections.
- **AS path prepending:** BGP prefers the shortest AS path, so if you use BGP, you can use AS path prepending to control which tunnel has the shortest path for a given route. Oracle uses the shortest AS path when responding to or initiating connections.

Supported IPSEC Parameters: <https://docs.cloud.oracle.com/en-us/iaas/Content/Network/Reference/supportedIPsecparams.htm>

Verified CPE (Customer-Premises-Equipment) Devices (Routers):

<https://docs.cloud.oracle.com/en-us/iaas/Content/Network/Reference/CPElist.htm>

### **4.1.1.4 Must include a minimum of ten (10) terabytes of outbound data transfer per month**

Yes, this solution includes a minimum of 10 Terabytes of outbound data transfer per month free of charge. If more than 10TB of outbound data per month is required by your agency for any reason, the cost is \$.0085 per GB.

### **4.1.1.5 Must include unlimited inbound data transfer**



Yes, Oracle Cloud Infrastructure includes unlimited inbound data transfer with infinite scalability.

### **4.1.1.6 Must include a summary of potential charges for variable use items such as:**

4.1.1.6.1 Outbound data transfer \$.0085 / GB

4.1.1.6.1.2 Extra storage

- Block Storage: \$.0425 / GB / Month
- Object Storage: \$.0255 / GB / Month

#### **4.1.1.6.3 Storage access**

Oracle Cloud Infrastructure offers two distinct storage class tiers to address the need for both performant, frequently accessed "hot" storage, and less frequently accessed "cold" storage. Storage tiers help you maximize performance where appropriate and minimize costs where possible.

- Use **Object Storage** for data to which you need fast, immediate, and frequent access. Data accessibility and performance justifies a higher price point to store data in the Object Storage tier.
- Use **Archive Storage** for data to which you seldom or rarely access, but that must be retained and preserved for long periods of time. The cost efficiency of the Archive Storage tier offsets the long lead time required to access the data. \$.0026 / GB/Month. For more information, see [Overview of Archive Storage](#).

### **4.1.1.7 Service must include eight (8) cores of fully licensed Oracle Database Server Enterprise Edition 12c 12.1 or Equal.**

Yes, the proposed solution includes 8 OCPUs of fully licensed Oracle Database Service Enterprise Edition 12c, 12.1, 12.2, or Equal. With this quote, we made the assumption that you were requesting 8 OCPUs (Oracle Compute Unit) as that is the measure Oracle uses for license purposes in the cloud. You will also have the ability to choose from 18c, 19c, and 20c versions in the event that you want to upgrade your database system version at any time. Tharseo IT's database team is comprised of Oracle Database experts that have experience on-prem and in the cloud. Typically our customers notice significant performance increases for their Oracle Databases that reside in the Oracle Cloud in comparison to their on-premise environments.

#### **4.1.1.8 Must have support for two (2) database instances.**

The Disaster Recovery architecture we have proposed is based on the assumption that you will replicate instances that are on prem. The bill of material provided in this response will allow you to create two environments of RAC database. These environments can be configured differently to achieve multiple objectives. You can have one lower and one upper environment can be a combination of 2, 4, or 6 OCPUs depending on the need.

### **4.1.1.9 Must have a minimum of four (4) terabytes of disk space for storage of database objects, tablespaces, indexes, transaction logs, etc.**

Yes, the recommended solution includes 4TB of disk space for storage of database objects, tablespaces, indexes, transaction logs, etc. and more can be added on-demand for an additional cost if needed.

Since we are running the database system on VMs in the cloud—scaling up of storage can be done without any downtime.

This should take care of disk space for database objects, tablespaces, indexes, transaction logs, etc. as well as any possible ASM/RECO storage issues your agency may come across as the database grows (the reason we mention this is because we have seen this in the past). As long as there is a sufficient amount of block storage available that is unused, these issues can be taken care of on-demand with no downtime. If no block storage is available during this time, more block storage can be purchased for an additional fee and quickly provisioned.

*Many customers ask: How can I scale the storage available to a Database service running in a VM?*

You can easily scale up storage for a DB system by using the console, REST APIs, CLI and SDKs. Database Cloud Service on VM uses remote block storage, so you can configure available storage anywhere from 256GB to 40TB. Scale up of storage happens without any downtime. Note: The total storage attached to an instance will be a sum of available storage, reco storage, and software size. Available storage is selected by the customer, reco storage is automatically calculated based on available storage, and software size is a fixed size Oracle database cost.

### **4.1.1.10 Must have a minimum of six (6) terabytes of disk space for other object storage.**

Yes, the solution advised contains the minimum of 6TB of Object Storage. If Object Storage needs in the cloud need to eventually increase, additional storage can be purchased for an additional fee and quickly provisioned if required.

### **4.1.1.11 Must provide pricing for object storage requests if applicable.**

Object Storage requests are free if they do not exceed 10,000 requests per month. Additional object storage requests will cost \$.0034 per 10k requests per month.

### **4.1.1.12 Must have Transparent Data Encryption and data encryption at rest.**

Yes, the proposed solution provides Transparent Data Encryption (TDEE) and data encryption at rest by default and out-of-the-box.



**4.1.1.13 Must have vendor provided means for replicating between the cloud and on-premise database systems with the following features.**

**4.1.1.13.1 Ability to synchronize the on-premise production database with the cloud-based standby database without interrupting the production system. This function should include the initial replication, continuous synchronization, and recovery from communications outages.**

The OCI bill of material in this response includes 4 OCPU of Enterprise Edition and 4 OCPU of Enterprise Extreme edition. Both database instances come with Data Guard which will allow for: initial replication, continuous synchronization (real-time replication and synchronization), and recovery from communications outages.

**\*4.1.1.13.2 Ability to offload read-only workloads to an up-to-date standby database.**

Yes, the configuration we provided in the bill of material will allow you to offload read-only workloads to an up-to-date standby database. This capability requires Active Data Guard (ADG) in both on-prem and OCI instances. To achieve this functionality, we've provided pricing for 4 OCPUs in OCI as "Enterprise Extreme Edition" which come with ADG and we've included two processors of ADG licenses for your on-prem instances. Configuration and installation of these licenses is included in our services pricing and assumes the on-prem database 12c licenses are properly licensed.

**4.1.1.13.3 Ability to replicate the standby database in the cloud back to the on-premise production system in case of disaster.**

Yes, this capability is included in our proposed solution and is covered by Data Guard and Active Data Guard licenses enabled in the cloud and on-premise.

**4.1.1.13.4 Ability to run standard Oracle 12c tools such as RMAN, IMPDP, and EXPDP against the standby cloud database.**

Yes, the ability to run standard Oracle 12c tools such as RMAN, IMPDP, and EXPDP against the standby cloud database come standard out-of-the-box. Initial set up is included in our services costs.

**4.1.1.14 All patches and upgrades of database software must be included and to be completed by the Vendor.**

Yes, we have factored this in as part of our 'training and services fee.

**4.1.1.15 Vendor must perform weekly full backups of database and a minimum of nightly incremental backups.**

Yes, we will configure this to be done automatically and on-demand based on your preferred schedule and available resources. Our pricing for services also assumes that we will configure RAC in the setup so that this can be done automatically, without any downtime.

**4.1.1.16 In addition to the database server, vendor must provide one (1) virtual machine.**

Yes, we have provided a 2 OCPU VM (VM.Standard2.2 shape) with windows licensing (if needed) that supports the industry standard 64-bit architecture. The extra technical specs & features that this VM provides:

- **Processor:** 2.0 GHz Intel® Xeon® Platinum 8167M
- **OCPU:** 2 (equal to the equivalent of 4 regular CPUs or vCPUs).
- **Memory (RAM):** 30 GB
- **Storage:** Up to 1PB (Pet-Bytes, which equals 1000 TB)

If you do not need the Windows licensing, you can choose from a large list of possible oracle-provided licenses. They can be found here: <https://docs.cloud.oracle.com/en-us/iaas/Content/Compute/References/images.htm>

This VM and any one of the oracle-provided images above will cover and support the agency provided disk image for operating system install provided by WV tax outlined in section 4.1.1.16.5.

- Oracle-Provided Image is: The image determines the operating system and other software for an instance

**4.1.1.16.1 Virtual machine must be industry standard 64-bit architecture (x64).**

Yes, see answer to 4.1.1.16

**4.1.1.16.2 Must have a minimum of two (2) CPUs.**

Yes, see answer to 4.1.1.16

**4.1.1.16.3 Must have a minimum of sixteen (16)GB of RAM.**

Yes, see answer to 4.1.1.16

**4.1.1.16.4 Must have a minimum of one (1) TB of disk storage.**

Yes, see answer to 4.1.1.16

**4.1.1.16.5 Must support agency provided disk image for operating system install.**

Yes, see answer to 4.1.1.16

**4.1.1.17 Any tools required for the current on-premise system to participate in the required replication to and from the standby cloud system must be provided by the vendor as part of this bid.**

Yes, all tools required for the current on-premise system to participate in the required replication to and from the standby cloud system are provided by Tharseo IT as part of this bid.

**4.1.1.18 Must provide training to perform the following tasks:**

**4.1.1.18.1 Perform any required software upgrade or additional software installation on the current Agency owned Oracle 12c 12.1 Production server to participate in the synchronization and replication.**

**4.1.1.18.2 Provide instruction to the Agency staff on maintaining the synchronization/replication connection between the two systems and performing required tasks such as startup, shutdown, fail-over, and fail-back. Training may be provided on-line or in-person but must be instructor led.**

For Quote #TH 3469, Tharseo IT will provide the following personnel for this training the WV Tax team for a flat fee of \$15,000. The personnel that will be involved in the training will include:

1. Oracle Cloud Architect
2. Oracle Database Administrator
3. Cloud Network Engineer
4. Project Manager

**Training:**

Tharseo IT will provide 5-day training to WV IT staff and cover the following topics:

1. Overview of Oracle Data Guard (DG) in Oracle Cloud Infrastructure
2. Best Practices for Failover and Disaster Recovery using DataGuard.
3. How to perform required software upgrade and software installation on current Agency owned Oracle 12c 12.1 Production server to participate in synchronization and replication
4. How to maintain the synchronization/replication connection between the two systems
5. How to perform tasks like startup, shutdown, fail-over and fail-back between Primary and DR databases.

## Cloud Infrastructure for Disaster Recovery

Tharseo IT will work with WV Tax agency to plan these training sessions in-person or remote, as appropriate.

## PRICE SCHEDULE – EXHIBIT A

Tharseo IT is pleased to provide WV Tax with the following products and services to support the requirements specified in Section 4.1 of this response.

Below, you will find two pricing tables. **Table 1** – is the bill of material as specified in the RFQ. We provided this pricing to show WV Tax that we are providing competitive pricing and services when matched with other respondents. However, the bill of materials provided in the RFQ will not provide WV Tax mandatory requirements. Specifically, the bill of materials provided in Exhibit A of the RFQ will not allow WV Tax to meet mandatory requirement 4.1.1.13.2 - Ability to offload read-only workloads to an up-to- date standby database.

To meet this requirement and all other mandatory requirements specified in the RFQ, WV Tax will need to procure Option 1 – **Table 2 – Bill of Materials Required to Meet all Mandatory Requirements**. This option will provide WV Tax with a system that meets all of the mandatory requirements. We have included a spreadsheet for Option 1 in our response and we have provided an architectural diagram for the As-Is system – Figure 1 Below.

**Table 1. – Quote #TH3469 RFQ BOM As Is without modification - \$56,422.33**

Item Spec #	Part Number	Item Description	Service Term	Bid Item Description and Product Number for Or Equal Product Submission	Service Metric/ Unit of Measure	Est.Quantity	Cost per unit	Tharseo IT Extended Cost
4.1.1.7	B90559 or equal	Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition - Government	12 Months	equivalent to 8 OCPUs	OCPU Per Hour	5952	\$ 6.45	\$ 36,477.66
4.1.1.14	B89422 or Equal	Oracle Cloud Infrastructure - Compute - Virtual Machine Standard - X7 - Government or Equal	12 Months	N/A	OCPU Per Hour	2	\$ 569.61	\$ 1,082.25
4.1.1.16	B89426 or Equal	Oracle Cloud Infrastructure - Compute - Windows OS - Government or Equal	12 Months	N/A	OCPU Per Hour	2	\$ 182.13	\$ 346.05
4.1.1.6	B89435 or Equal	Oracle Cloud Infrastructure - Block Volume - Government or Equal	12 Months	N/A	Gigabyte Storage Capacity per Month	4096	\$ 0.50	\$ 1,938.00
4.1.1.4	B89432 or Equal	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - First 10 terabytes per month or Equal	12 Months	N/A	Gigabyte Outbound Data Transfer Per Month	1024	\$ -	\$ -
4.1.1.6.2	B89432 or Equal	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - Over 10 terabytes per month or Equal	12 Months	N/A	Gigabyte Outbound Data Transfer Per Month	1024	\$ 0.0085	\$ 8.70
4.1.1.10	B89437 or Equal	Oracle Cloud Infrastructure - Object Storage - Storage or Equal	12 Months	\$ .26 per GB	Gigabyte Storage Capacity Per Month	6144	\$ 0.26	\$ 1,530.91
4.1.1.11	B89436 or Equal	Oracle Cloud Infrastructure - Object Storage - Requests or Equal	12 Months		10,000 Requests Per Month	1,000	\$ 0.04	\$ 38.76
4.1.1.18		Training			Lump Sum	1		\$15,000
Totals								<b>\$ 56,422.33</b>

### Please Note the following:

This quote is conditioned upon the following information being included in the SCHEDULE OF SUPPLIES/SERVICES block on your Task Order/Delivery Order/Purchase Order if accepted:

“Quote # TH3469 dated April 08, 2020, including its exhibits/attachments/statements:

- Tharseo IT Public Sector Addendum to the Oracle Partner Network Master Distribution Agreement,
- Tharseo IT Cloud Services Distribution Addendum,

are hereby attached, accepted, and incorporated into this award. If there are any inconsistencies between the customer order and the exhibits/attachments/statements referenced, the latter will take precedence”

**Option 1 – Tharseo IT Recommended Solution Architecture & Pricing**

The bill of materials in Table 2 below will provide WV Tax a solution that meets all of the mandatory requirements.

**Table 2 – Quote # TH3470 Bill of Material Required to meet all Mandatory Requirements - \$143,422.89.**

Item Spec #	Part Number	Item Description	Service Term	Bid Item Description and Product Number for Or Equal Product Submission	Service Metric/ Unit of Measure	Est.Quantity	Cost per unit	Tharseo IT Extended Price
4.1.1.7	B90560 or Equal	Oracle Cloud Infrastructure-Database Cloud Service - Enterprise Extreme Edition - Government or Equal	12 Months	Please review Tharseo IT technical response Section 4.1	OCPU Per Hour	2976	\$ 20.16	\$ 56,999.74
4.1.1.7	B90559 or equal	Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition - Government	12 Months	Please review Tharseo IT technical response Section 4.1	OCPU Per Hour	2976	\$ 6.45	\$ 18,238.83
4.1.1.13.2	L47217 or equal	Active Data Guard	12 months	Please review Tharseo IT technical response Section 4.1	Procs	2	\$ 11,500.00	\$ 19,550.00
4.1.1.14	B89422 or Equal	Oracle Cloud Infrastructure - Compute - Virtual Machine Standard - X7 - Government or Equal	12 Months	Please review Tharseo IT technical response Section 4.1	OCPU Per Hour	2	\$ 569.61	\$ 1,082.25
4.1.1.16	B89426 or Equal	Oracle Cloud Infrastructure - Compute - Windows OS - Government or Equal	12 Months	Please review Tharseo IT technical response Section 4.1	OCPU Per Hour	2	\$ 182.13	\$ 346.05
4.1.1.6	B89435 or Equal	Oracle Cloud Infrastructure - Block Volume - Government or Equal	12 Months	Please review Tharseo IT technical response Section 4.1	Gigabyte Storage Capacity per Month	5120	\$ 0.50	\$ 2,422.50
4.1.1.4	B89432 or Equal	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - First 10 terabytes per month or Equal	12 Months	Please review Tharseo IT technical response Section 4.1	Gigabyte Outbound Data Transfer Per Month	1024	\$ -	\$ -
4.1.1.6.2	B89432 or Equal	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - Over 10 terabytes per month or Equal	12 Months	Please review Tharseo IT technical response Section 4.1	Gigabyte Outbound Data Transfer Per Month	1024	\$ 0.0085	\$ 8.70
4.1.1.10	B89437 or Equal	Oracle Cloud Infrastructure - Object Storage - Storage or Equal	12 Months	Please review Tharseo IT technical response Section 4.1	Gigabyte Storage Capacity Per Month	7168	\$ 0.26	\$ 1,786.06
4.1.1.11	B89436 or Equal	Oracle Cloud Infrastructure - Object Storage - Requests or Equal	12 Months	Please review Tharseo IT technical response Section 4.1	10,000 Requests Per Month	1,000	\$ 0.04	\$ 38.76
4.1.1.18		Set up Installation & Training		Please review Tharseo IT Price Schedule write-up in RFP response.	Lump Sum	1		\$ 42,950.00
<b>Totals</b>								<b>\$ 143,422.89</b>

**Please Note the following:**

This quote is conditioned upon the following information being included in the SCHEDULE OF SUPPLIES/SERVICES block on your Task Order/Delivery Order/Purchase Order if accepted:

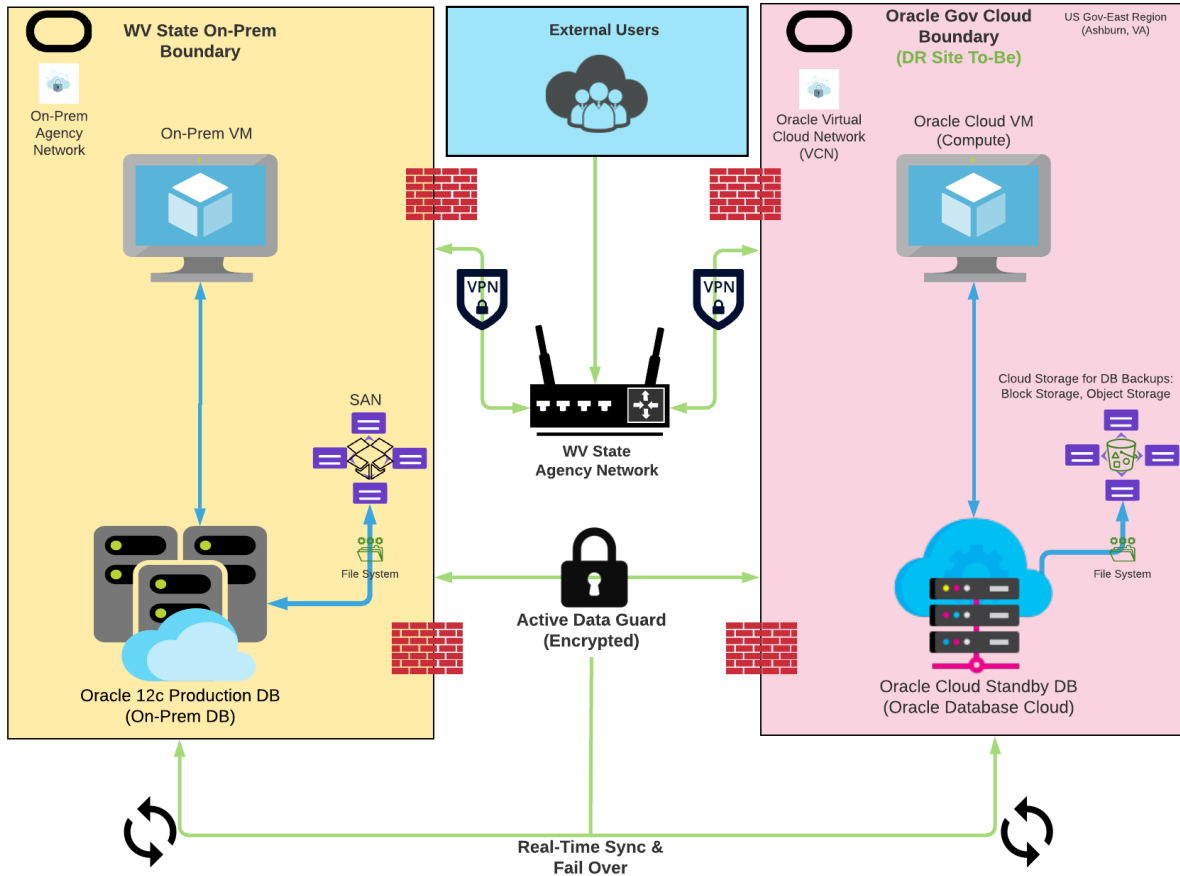
“Quote # TH3470 dated April 08, 2020, including its exhibits/attachments/statements:

- Tharseo IT Public Sector Addendum to the Oracle Partner Network Master Distribution Agreement,
- Tharseo IT Cloud Services Distribution Addendum,

are hereby attached, accepted, and incorporated into this award. If there are any inconsistencies between the customer order and the exhibits/attachments/statements referenced, the latter will take precedence”

**Figure 1 below - The As-Is architecture is derived from assumption made in the response to WV Tax Section 4.1.1. Cloud Infrastructure Service.**

**Figure 1 – As Is Architecture to meet all mandatory requirement**



For Training & Installation for Quote #TH3470, Tharseo IT will provide the following personnel for this training the WV Tax team for a flat fee of \$42,950. The Project Plan and resources are provided in Figure 2 below and is in the attached spreadsheet under Resource Plan Tab.

Figure 2 – Option 1 – Quote #TH3470 – Installation & Training

Role	Start Date	End Date	% Allocation	No of days	Total Hours	Extended Cost	
Cloud Project Manager	1-May-20	31-May-20	25%	21	0	\$ -	
Cloud Oracle DBA	1-May-20	31-May-20	75%	21	0	\$ -	
Cloud Admin	1-May-20	31-May-20	75%	21	0	\$ -	
Cloud Network	1-May-20	31-May-20	75%	21	0	\$ -	
<b>Total Hours</b>					<b>420</b>	<b>\$ 42,950.00</b>	

Planned Tasks	Timeline				Ownership		
	Wk 1	Wk 2	Wk 3	Wk 4	Tharseo IT	WV Tax IT	Oracle CSM
Provision Oracle Cloud							Primary
Review Primary DB design and setup						Primary	
Setup User and Access					Primary		
<b>Design DG Architecture</b>					Primary		
- Physical or Logical Standby					Primary		
- Finalize DG Mode					Primary		
- Max Protection/Max Performance/Max Availability					Primary		
Setup VPN Access to Standby DB on Cloud						Primary	
Create VM Server in Cloud with WV Agency image provided					Primary		
Validate Connectivity between on-prem host and cloud host					Primary		
<b>Prepare Primary DB</b>					Primary		
Install and Configure Active DataGuard Licenses					Primary		
- Enable Archiving					Primary		
- Enable Force Logging					Primary		
- Setup Redo Log files					Primary		
<b>Prepare Standby (DR) DB</b>					Primary		
- Create standby instance					Primary		
- Configure tnsnames and listener					Primary		
- Configure DG broker					Primary		
Enable Active Data Gard on Cloud DB					Primary		
Confirm real-time replication and read-only queries offload between production (on-prem DB) and DR DB (cloud DB)					Primary		
Run Oracle 12c tools on Standby DB					Primary		
Create Object Storage Buckets for DB Backups					Primary		
Setup full weekly backups of DB					Primary		
Setup nightly incremental backups of DB					Primary		
Ensure DB Backups are replicated in Object Storage Buckets					Primary		
Perform switchover to test role transition					Primary		
Confirm role switch between Primary and Standby DB					Primary		
Revert role switch after successful testing					Primary		
Ongoing Upgrade and Patches of DB Software							Primary
Ongoing strategy to maximize product utilization and adoption							Primary
Training and Final documentation					Primary		

**Training:**

- Tharseo IT will provide 5-day training to WV IT staff and cover the following topics:
6. Overview of Oracle Active Data Guard (ADG) in Oracle Cloud Infrastructure
  7. Best Practices for Failover and Disaster Recovery using Active Data Guard.
  8. How to perform required software upgrade and software installation on current Agency owned Oracle 12c 12.1 Production server to participate in synchronization and replication
  9. How to maintain the synchronization/replication connection between the two systems
  10. How to perform tasks like startup, shutdown, fail-over and fail-back between Primary and DR databases.

Tharseo IT will work with WV Tax agency to plan these training sessions in-person or remote, as appropriate.



## **REQUIRED SOLICITATION DOCUMENTS**

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Please see below for the documents required per the solicitation in the following order.



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

State of West Virginia  
 Request for Quotation  
 21 – Info Technology

Proc Folder: 694173

Doc Description: Cloud Infrastructure for Tax

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-11	2020-03-25 13:30:00	CRFQ 0702 TAX2000000016	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:  
 Capital Consulting L.L.C. D/B/A Tharseo IT  
 1231B Good Hope Road SE  
 Washington, DC 20020  
 855-815-7474

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN # 47-1729825

DATE April 04, 2020

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



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

State of West Virginia  
 Request for Quotation  
 21 – Info Technology

Proc Folder: 694173

Doc Description: Addendum No. 01-Cloud Infrastructure for Tax

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-19	2020-04-08 13:30:00	CRFQ 0702 TAX2000000016	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Capital Consulting L.L.C. D/B/A Tharseo IT  
 1231B Good Hope Road SE  
 Washington, DC 20020  
 855-815-7474

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN # 47-1729825

DATE April 04, 2020

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



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

State of West Virginia  
 Request for Quotation  
 21 – Info Technology

Proc Folder: 694173

Doc Description: Addendum No. 02-Cloud Infrastructure for Tax

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-31	2020-04-08 13:30:00	CRFQ 0702 TAX2000000016	3

**BID RECEIVING LOCATION**


BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:  
 Capital Consulting L.L.C. D/B/A Tharseo IT  
 1231B Good Hope Road SE  
 Washington, DC 20020  
 855-815-7474

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X  FEIN # 47-1729825 DATE April 04, 2020

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0702**  
**TAX2000000016**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)


- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Capital Consulting L.L.C. D/B/A Tharseo IT

---

Company

 Eric Wimer, CEO

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Authorized Signature


April 04, 2020

---


Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

**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.

 Eric Wimer, CEO  
\_\_\_\_\_  
(Name, Title)  
Eric Wimer, CEO  
\_\_\_\_\_  
(Printed Name and Title)  
1231B Good Hope Road SE, Washington, DC 20020  
\_\_\_\_\_  
(Address)  
703-930-9509/855-815-7474  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
ewimer@tharseoit.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.

Capital Consulting L.L.C. D/B/A Tharseo IT  
\_\_\_\_\_  
(Company)  
 Eric Wimer, CEO  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)  
Eric Wimer, CEO  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)  
April 04, 2020  
\_\_\_\_\_  
(Date)  
703-930-9509/855-815-7474  
\_\_\_\_\_  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
**Cloud Infrastructure for Disaster Recovery**

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- 11.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 11.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items 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.
- 11.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 11.4 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:** Eric Wimer

**Telephone Number:** 703-930-9509

**Fax Number:** 855-815-7474

**Email Address:** ewimer@tharseoit.com

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 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: Capital Consulting L.L.C. D/B/A Tharseo IT

Authorized Signature: *M. J. Chase* Date: 04/07/2020

State of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 7 day of April, 2020.

My Commission expires 03/31/2024, 2020.

AFFIX SEAL HERE



NOTARY PUBLIC

*[Signature]*  
Purchasing Affidavit (Revised 01/19/2018)





**PUBLIC SECTOR ADDENDUM  
to the  
ORACLE PARTNER NETWORK  
MASTER DISTRIBUTION AGREEMENT  
between  
CAPITAL CONSULTING LLC DBA THARSEO IT  
and  
ORACLE AMERICA, INC.**

This Public Sector Addendum (the "addendum") is between Oracle America, Inc. ("Oracle") and Capital Consulting LLC DBA Tharseo IT including your wholly and majority owned subsidiaries that you have bound to the agreement, as defined herein, and bind to this addendum and who have been previously granted distribution rights to public sector end users by Oracle (collectively referred to as "you"). This addendum shall be governed by the terms of the Oracle Partner Network Master Distribution Agreement US-OPN-MDA-16097416-01-JUN-2018 between Oracle and you dated June 01, 2018 (the "agreement") and the terms set forth below. Definitions used in the agreement shall have the same meaning under this addendum, unless expressly stated otherwise. If there is a direct conflict between a term of this addendum and a term of the agreement, the term of this addendum shall prevail.

**1. Agreement Definitions**

For the purposes of this addendum, the term "end user license agreement" refers to (a) an Oracle Master Agreement ("OMA") with the applicable schedule(s), executed between Oracle and the public sector end user ; (b) an existing license agreement between Oracle and the public sector end user which is approved for use by Oracle as described in a distribution addendum; or (c) a legally binding written agreement between you and the public sector end user which complies with the terms of this addendum and the agreement.

For the purposes of this addendum, the term "end user hardware agreement" refers to (a) an Oracle Master Agreement ("OMA") with the applicable schedule(s) ; (b) an existing license agreement between Oracle and the end user which is approved for use by Oracle as described in a distribution addendum; (c) Oracle's Manufacturer's Statement of Terms; or (d) a legally binding written agreement between you and the end user which complies with the terms of this addendum and the agreement.

For the purposes of this addendum, the term "public sector end user" refers to an end user that is (a) a government, legislature or decision making body, judiciary, instrumentality, department, or agency at any level (national, local, municipal or otherwise); entities managed, controlled or majority owned by government interests; public organizations or foundations of any kind (including political parties, political organizations, or political candidates); and any public international organization, such as, but not limited to, the International Red Cross, United Nations, or the World Bank; and (b) licensed to use the programs for its own internal business operations and/or purchases the hardware subject to the terms of an end user agreement as further provided for in this addendum and the agreement.

**2. Distribution Rights**

Notwithstanding anything to the contrary in the agreement, Oracle grants you a nonexclusive, nontransferable right to distribute programs, hardware, learning credits (to the extent permissible under applicable laws), and/or services to public sector end users subject to the terms of this addendum, the agreement and the applicable distribution addendum. {NOTE: Learning credits are prohibited for North America public sector end users}.

**3. Order Terms**

Notwithstanding anything to the contrary in the section of the agreement entitled Order Terms, upon request from Oracle, you agree to submit to Oracle a copy of the end user agreement related to each order for a public sector end user and any ordering documents, purchase agreements and other documents between you and the public sector end user that together with the end user agreement form the complete end user contract related to the order.

#### 4. End User Agreement

Notwithstanding anything to the contrary in the agreement or a distribution addendum, it is your responsibility to ensure that any distribution of programs, hardware, learning credits, and/or services to a public sector end user is subject to a legally binding end user agreement. The end user agreement must be (a) Oracle's current OMA with the applicable schedule(s); (b) an existing license agreement between Oracle and the public sector end user which is approved for use by Oracle with the applicable schedules attached; (c) solely with respect to the distribution of hardware, related technical support and other related services that are identified in Oracle's technical support policies, Oracle's Manufacturer's Statement of Terms; or (d) a legally binding written agreement between you and the public sector end user under which you distribute the programs, hardware, learning credits and/or services with your value added package in accordance with the terms of this addendum and the agreement. Oracle's Manufacturer's Statement of Terms may not be used with the distribution of programs and related services. You may obtain a copy of Oracle's current standard OMA and the applicable schedule(s) at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies). Orders for hardware products that consist solely of products designated by Oracle as Non-IP Parts do not require an end user agreement. You may access the list of Non-IP Parts at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

If the end user agreement is a legally binding written agreement between you and the public sector end user, the terms for that end user agreement shall be either (a) the standard OMA with the applicable schedule(s) modified such that (i) you are the licensor and are responsible for all obligations under such agreement that would have been required of Oracle if Oracle were the licensor and (ii) Oracle is designated as a third party beneficiary of the end user agreement; or (b) your own end user agreement that complies with the terms set forth below.

If the end user agreement is your own agreement, such agreement must at a minimum include the terms set forth below in addition to any terms set out in the Partner Ordering Policy. The required terms set forth below are subject to change at Oracle's discretion upon 30 days notice. The end user agreement at a minimum must:

- (1) Limit the use of the programs and/or hardware that are subject to the end user agreement to the legal entity that executed the end user agreement.
- (2) Restrict the use of the programs to the internal business operations of the public sector end user, and to the application package in accordance with the distribution addendum if applicable, subject to the terms of the end user agreement, including the license definitions and rules set forth in the program documentation and the Partner Ordering Policy. You may allow your public sector end users to permit agents or contractors (including, without limitation, outsourcers) to use the programs on the applicable public sector end user's behalf for the purposes set forth in the end user agreement, subject to the terms of such agreement, provided that such public sector end users are responsible for the agent's, contractor's and outsourcer's compliance with the end user agreement in such use. For programs that are specifically designed to allow the public sector end user's customers and suppliers to interact with the public sector end user in the furtherance of the public sector end user's internal business operations, such use may be allowed under the end user agreement. Oracle's license definitions and rules are subject to change and are available at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).
- (3) Restrict use of the operating system delivered with the hardware to the terms of the license delivered with the hardware and only as incorporated in, and as part, of the hardware.
- (4) Restrict use of the integrated software and integrated software options to be in accordance with the terms of the end user agreement and the hardware documentation and only as incorporated in, and as part, of the hardware.
- (5) Define ancillary programs as those third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.
- (6) State that Oracle or its licensors retain all ownership in the intellectual property rights to the programs, operating system, integrated software, and integrated software options.
- (7) State that third party technology that may be appropriate or necessary for use with some Oracle programs and/or hardware is specified in the program documentation, readme files, notice files, installation details and/or hardware documentation and that such third party technology is licensed to the public sector end user under the terms of the third party technology license agreement specified in the program documentation, readme files, notice files, installation details and/or hardware documentation and not under the terms of the end user agreement.
- (8) Notify the end user that the hardware, integrated software, and integrated software options are not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility and prohibit use of the hardware, integrated software, or integrated software options for these purposes.

(9) Prohibit the public sector end user from assigning, giving, or transferring the programs, operating system, integrated software, integrated software options, and/or any services ordered or an interest in them to another individual or entity (in the event the end user grants a security interest in the programs, operating system, integrated software, integrated software options, and/or any services, the secured party has no right to use or transfer the programs, operating system, integrated software, integrated software options, and/or any services). If the public sector end user decides to finance its acquisition of the programs, hardware and/or any services, the public sector end user must follow Oracle's policies regarding financing which are available at <http://oracle.com/contracts>.

(10) Prohibit (a) use of the programs for rental, leasing, timesharing, subscription service, hosting, or outsourcing; (b) the removal or modification of any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights; (c) the public sector end user from making the programs 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); and (d) title to the programs, operating system, integrated software, or integrated software options from passing to the public sector end user or any other party.

(11) Prohibit the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar material produced by programs), operating system, integrated software, or integrated software options, and prohibit duplication of the programs, operating system, integrated software, or integrated software options, except for a sufficient number of copies for the public sector end user's licensed use and one copy of each program media.

(12) Restrict use of any additional programs that Oracle may include with the programs and/or hardware ordered for trial, non-production purposes only. The public sector end user may not use such additional programs included with an order to provide training or attend training provided by you or a third party on the content and/or functionality of the programs. The public sector end user has 30 days from the delivery date to evaluate the additional programs, subject to the terms of the end user license agreement. If the public sector end user decides to use any additional programs after the 30 day trial period, the public sector end user must obtain a license for such programs from you. If the public sector end user decides not to obtain a license for the additional programs after the 30 day trial period, the public sector end user will cease using and will delete any such programs from the public sector end user's computer systems. Additional programs included with an order are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

(13) Inform the public sector end user that technical support, if ordered from Oracle, is provided under Oracle's technical support policies in effect at the time the services are provided and that Oracle's technical support policies can be accessed at <http://oracle.com/contracts>. Require the public sector end user to acknowledge that Oracle's technical support policies are incorporated into the end user agreement by reference. Inform the public sector end user that if it decides not to purchase technical support at the time of the license and/or hardware then the public sector end user will be required to pay reinstatement fees to Oracle in accordance with Oracle's current technical support policies if the public sector end user decides to purchase support at a later date.

(14) Inform the public sector end user that any third party firms retained by the public sector end user to provide computer consulting services are independent of Oracle and are not Oracle's agents and that Oracle is not liable for nor bound by any acts of any such third party firm.

(15) Inform the public sector end user that some programs, operating system, integrated software, or integrated software options may include source code that Oracle may provide as part of its standard shipment of such programs, operating system, integrated software, or integrated software options which source code shall be governed by the terms of the end user agreement.

(16) Inform the public sector end user that hardware, if purchased, includes Oracle's hardware warranty in effect at the time the hardware is purchased and that Oracle's hardware warranty can be accessed at <http://www.oracle.com/support/policies.html>.

(17) Disclaim, to the extent not prohibited by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the programs and/or hardware.

(18) Require the public sector end user at the termination of the end user agreement, to discontinue use and destroy or return to you all copies of the programs and documentation.

(19) Prohibit publication of any results of benchmark tests run on the programs and/or hardware.

(20) Require the public sector end user to comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, the hardware nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

(21) Not require Oracle to perform any obligations or incur any liability not previously agreed to between you and Oracle.

(22) Permit you to audit your public sector end user's use of the programs, require the public sector end user to provide reasonable assistance and access to information in the course of such audit and permit you to report the audit results to Oracle or to assign your right to audit the public sector end user's use of the programs to Oracle. Where you assign your right to audit to Oracle then Oracle shall not be responsible for any of your or the public sector end user's costs incurred in cooperating with the audit.

(23) Require the public sector end user to agree that the public sector end user has not relied on the future availability of any hardware, programs or updates in entering into the end user agreement; however, (a) if the public sector end user orders technical support from Oracle, the preceding sentence does not relieve Oracle of its obligation to provide updates under such order, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to the public sector end user for any program licensed under the end user agreement, per the terms of such end user agreement.

(24) Designate Oracle as a third party beneficiary of the end user agreement.

(25) Exclude the application of the Uniform Computer Information Transactions Act.

(26) Include any additional terms specific to Oracle services that you are distributing to the public sector end user as required by Oracle at the time of the applicable order.

You shall be financially responsible for all claims and damages to Oracle caused by your failure to include the required contractual terms set forth above in each end user agreement between you and a public sector end user. Oracle is a third party beneficiary of any end user agreement between you and a public sector end user, but does not assume any of your obligations thereunder, and you agree that you will not enter into any end user agreement that excludes Oracle as a third party beneficiary.

The order between you and each public sector end user shall expressly state that the applicable order is subject to and incorporates the terms and conditions of the end user agreement. Each order submitted by you to Oracle, shall specify whether the end user agreement will be (a) the OMA with the applicable schedule(s) accepted by the public sector end user online, (b) the OMA with the applicable schedule(s) executed by the public sector end user pursuant to the Partner Ordering Policy, (c) an existing license agreement between Oracle and the public sector end user which Oracle has approved for use in accordance with the Partner Ordering Policy with a signed Hardware Terms Exhibit, if applicable; (d) Oracle's Manufacturer's Statement of Terms; or (e) a legally binding written agreement between you and the public sector end user in accordance with the terms of this agreement. If the order submitted by you indicates that the OMA with the applicable schedule(s) will be executed by the public sector end user, you must provide the signed agreement to Oracle when you submit your order.

You agree to inform Oracle promptly if you are aware of any breach of an end user agreement. You agree to enforce the terms of an end user agreement between you and a public sector end user if Oracle requests you to do so to protect its interest, or, at Oracle's request, to assign to Oracle or its designee the right to enforce such agreement.

## **5. Warranties, Disclaimers and Exclusive Remedies**

### **(A) Programs, Services and Learning Credits**

Notwithstanding anything to the contrary in the agreement or a distribution addendum, Oracle warrants that a program distributed to a public sector end user will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency related to a program distributed to a public sector end user within one year from delivery. Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies related to services provided to a public sector end user within 90 days from performance of the deficient services.

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

**FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER AND THE PUBLIC SECTOR END USER ENDS THE PROGRAM LICENSE, YOU MAY RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO THE PUBLIC**

**SECTOR END USER AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE DISTRIBUTED TO THE PUBLIC SECTOR END USER; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER AND THE PUBLIC SECTOR END USER ENDS THOSE SERVICES, YOU MAY RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO THE PUBLIC SECTOR END USER.**

**THE LEARNING CREDITS ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND. INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. YOU UNDERSTAND AND AGREE THAT YOU SHALL NOT MAKE ANY WARRANTY ON ORACLE’S BEHALF WITH RESPECT TO SUCH LEARNING CREDITS.**

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

**(B) Hardware**

Oracle provides a limited warranty for (i) the hardware, (ii) the operating system, integrated software, and integrated software options, and (iii) the operating system media and the integrated software media (collectively, “media”). Oracle warrants that the hardware will be free from, and using the operating system, the integrated software, and the integrated software options will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is shipped to you; this warranty will expire on the day that you ship the value added hardware package to the end user or distributor. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is shipped to you. **ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE.** You may access a more detailed description of the limited hardware warranty at <http://www.oracle.com/support/policies.html> (“the warranty web page”). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

**FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE’S ENTIRE LIABILITY SHALL BE THE REPAIR OR, AT ORACLE’S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR, IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE PRODUCT AND THE REFUND OF ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE PRODUCT. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

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

No warranty will apply to the hardware or to the media which has been:

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

**6. Indemnification**

For the purposes of this addendum, the term "end user" in section F of the agreement shall include public sector end users.

**7. U.S. Government End Users**

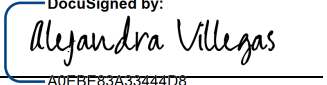
Oracle programs, including the operating system, integrated software, any programs installed on the hardware and/or documentation, delivered to U.S. Government end users are "commercial computer software" as defined in the Federal Acquisition Regulation ("FAR"). As such, use, duplication, disclosure, modification, and adaptation of the programs, including the operating system, integrated software, any programs installed on the hardware, and/or documentation, shall be subject to the license and license restrictions set forth in this agreement.

**8. Term**

The term of this addendum shall commence on its effective date below and shall co-terminate with the agreement unless terminated earlier as provided in the agreement. Notwithstanding anything to the contrary in the agreement, this addendum may be terminated by either party at any time by providing thirty (30) days prior written notice to the other party.

Other than the modifications above, the terms and conditions of the agreement remain unchanged and in full force and effect.

The effective date of this addendum is \_\_\_\_\_ [to be completed by Oracle]

PARTNER:	CAPITAL CONSULTING LLC DBA THARSEO IT	ORACLE AMERICA, INC.	
Authorized Signature:	<u>Amit Bahadur</u>	Authorized Signature:	<u></u>
Name:	<u>AMIT BAHADUR</u>	Name:	<u>A0EBE83A33444D8...</u>
Title:	<u>PRESIDENT</u>	Title:	_____
Signature Date:	<u>1/4/2019</u>	Signature Date:	_____

Agreement No.: US-OPN-MDA-PSADD-16097416-\_\_\_\_\_ [to be completed by Oracle]

[PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS CAREFULLY. THIS DOCUMENT AMENDS THE TERMS OF THE ORACLE PARTNERNETWORK MASTER DISTRIBUTION AGREEMENT BETWEEN YOU AND ORACLE AND IS A LEGAL AGREEMENT STATING THE TERMS AND CONDITIONS THAT GOVERN YOUR DISTRIBUTION OF THE ORACLE CLOUD SERVICES. YOU ARE ENTERING INTO THIS ORACLE PARTNERNETWORK CLOUD SERVICES DISTRIBUTION ADDENDUM TO THE MASTER DISTRIBUTION AGREEMENT ON BEHALF OF YOUR COMPANY AND REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY TO THESE TERMS AND CONDITIONS. BY CLICKING “ACCEPT” (OR THE EQUIVALENT) OR EXERCISING ANY RIGHT GRANTED HEREIN YOU (“YOU” AS DEFINED IN THE AGREEMENT) ARE AGREEING TO ALL OF THE TERMS AND CONDITIONS STATED HEREIN. IF YOU DO NOT AGREE OR ARE NOT AUTHORIZED TO ACCEPT THESE TERMS ON BEHALF OF THE ENTITIES INCLUDED IN THE DEFINITION OF “YOU” IN THE AGREEMENT, DO NOT CLICK “ACCEPT” (OR THE EQUIVALENT) AND DO NOT EXERCISE ANY RIGHT GRANTED HEREIN.]

**CLOUD SERVICES DISTRIBUTION ADDENDUM  
to the  
ORACLE PARTNERNETWORK  
MASTER DISTRIBUTION AGREEMENT**

This Cloud Services Distribution Addendum (the "addendum") is between the Oracle entity with which you entered into the Oracle PartnerNetwork Master Distribution Agreement (“Oracle”) and shall be governed by the terms of the Oracle PartnerNetwork Master Distribution Agreement between Oracle and you (the “agreement”) and the terms set forth below. Definitions used in the agreement shall have the same meaning under this addendum, unless expressly stated otherwise. If there is a direct conflict between a term of this addendum and a term of the agreement, the term of this addendum shall prevail with respect to the subject matter of this addendum. The following terms apply solely to your distribution of cloud services (as defined below) under the agreement and this addendum.

**1. Agreement Definitions**

- A. For purposes of this addendum, the following terms defined in section A (Agreement Definitions) of the agreement shall be replaced with the following:

The term “ancillary software” means any software agent or tool owned or licensed by Oracle that Oracle makes available to the end user for download as part of the cloud services for purposes of facilitating the end user’s access to, operation of, and/or use with, the services environment.

The terms “distribution rights” and “distribute” refer to the right to distribute the cloud services to an end user with the value added package under the terms of the agreement and this addendum.

The term “end user” refers to a third party that is authorized to use the cloud services for its own internal business operations subject to the terms of an end user cloud services agreement. End user shall not include any public sector



entity.

The term “end user cloud services agreement” refers to (a) an Oracle Cloud Services Agreement (b) an Oracle Master Agreement with Schedule C – Cloud Services attached or (c) a Cloud Services Agreement with ISV Amendment to Cloud Services Agreement attached.

The term “program documentation” refers to the user manuals, help windows, readme files for the cloud services and any Oracle software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

- B. For purposes of this addendum, insert the following as new definitions at the end of section A (Agreement Definitions):

The terms “auto renew” or “auto renewal” refer to the process by which the services period of certain cloud services under an order by you is automatically extended for an additional services period unless such cloud services are otherwise terminated in accordance with the terms of the order, this addendum or the applicable end user cloud services agreement.

The term “cloud services” means, collectively, the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle programs) listed in your order and defined in the service specifications. The term “cloud services” does not include professional services. The end user’s rights to access and use the cloud services are defined by the applicable end user cloud services agreement.

The term “data center region” refers to the geographic region in which the services environment is physically located. The data center region applicable to the cloud services is set forth in your order.

The term “Oracle programs” refers to the software products owned or licensed by Oracle to which Oracle grants the end user access as part of the cloud services, including program documentation, and any program updates provided as part of the cloud services.

The term “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 cloud services.

The term “services environment” refers to the combination of hardware and software components owned, licensed or managed by Oracle to which Oracle grants the end user access as part of the cloud services which you have ordered.

The term “service specifications” means the following documents, as applicable to the cloud 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](http://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.

The term “services period” refers to the period of time for which an end user has ordered cloud services as specified in your order.

The term “third party content” refers to all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle and made available to end users through, within, or in conjunction with an end user’s use of, the cloud services. Examples of third party content include data feeds from social network services, rss feeds from blog posts, data libraries and dictionaries and marketing data. Third party content includes third-party sourced materials accessed or obtained by the end user’s use of the cloud services or any Oracle-provided tools.

The term “value added package” refers to value added sales assistance provided by you.

## **2. Distribution Rights**

Section B of the agreement is replaced with the following:

In order to distribute cloud services you and your subsidiaries must be members of the Oracle PartnerNetwork. Oracle grants you a nonexclusive, nontransferable right to distribute to end users the cloud services identified as available for resale on the applicable Oracle Cloud Knowledge Zone located at <http://partner.oracle.com> for which you meet the reselling criteria. Oracle grants each subsidiary that is a member of the Oracle PartnerNetwork a nonexclusive, nontransferable right to distribute to end users the cloud services identified as available for resale on the applicable Oracle Cloud Knowledge Zone located at <http://partner.oracle.com> for which each such subsidiary meets the reselling criteria. All reselling criteria are subject to change at Oracle’s discretion. You may order cloud services from Oracle as provided under this addendum only after you receive an end user’s order for such cloud services. The cloud services must be used only for the internal business operations of the end user pursuant to the terms of the end user cloud services agreement. You may distribute the cloud services only in conjunction with your value added package. You may not distribute the cloud services to end users that are public sector entities unless you have in place a valid public sector attachment to this addendum. You may distribute the cloud services to yourself or your affiliated entities, and you and any such entity shall be considered an end user under this agreement provided that you comply with all requirements of this agreement. The total fees paid to Oracle for distribution of the cloud services to you and any affiliated entities may not exceed 20% of the total fees paid to Oracle under this agreement. You shall not appoint any third party to distribute the cloud services. Your order with the end user must state that the cloud services are delivered in accordance with the service specifications in effect for the applicable cloud service and that, notwithstanding anything else in the end user cloud services agreement, in the event of a conflict between the terms of the end user cloud services agreement and an end user’s

order with you, the terms of the end user cloud services agreement will control. Notwithstanding your distribution rights granted in this section, you may not distribute Software as a Services (SaaS) products identified as available for resell in the applicable Oracle Cloud Knowledge Zone located at <http://partner.oracle.com>, for orders referencing the ISV Amendment to CSA as the end user cloud services agreement.

The service specifications are subject to change at Oracle's discretion; however, Oracle changes to the service specifications will not result in a material reduction in the level of performance or availability of the applicable cloud services provided to the end user for the duration of the services period. You and the end user should review the service specifications prior to entering into an order for the applicable cloud services. The current version of the service specifications may be accessed at [www.oracle.com/contracts](http://www.oracle.com/contracts). Technical support for the cloud services is provided to the end user as part of the end user's order for cloud services in accordance with the end user cloud services agreement and the applicable order and service specifications; you may not separately distribute technical support with respect to the cloud services. Nothing in this addendum restricts Oracle's right to sell cloud services directly to end users, at any time, if such end user desires to acquire cloud services directly from Oracle.

### **3. Ownership and Restrictions**

Section C of the agreement is replaced with the following:

Oracle or its licensors retain all ownership and intellectual property rights in and to the cloud services, including Oracle programs and ancillary software, and derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under this addendum. All other rights are reserved by Oracle, and this addendum does not grant any right to you, whether by implication, estoppel, or otherwise, other than those rights specifically described in this addendum.

You may not, and may not cause or permit others to:

- a) distribute the cloud services in any manner except as expressly provided in this addendum;
- b) remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- c) make the programs or materials resulting from the cloud 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 cloud services the end user acquired);
- d) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the cloud services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs) or access or use the cloud services in order to build or support, and/or assist a third party in building or supporting, products or services competitive with Oracle;
- e) perform or disclose the results of any benchmark tests of the cloud services, including the Oracle programs;
- f) perform or disclose any of the following security testing of the services environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing,

- or penetration testing;
- g) license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the cloud services, Oracle programs, ancillary software, services environments or materials, to any third party, other than as expressly permitted under the terms of your applicable order;
  - h) make any representations, warranties or other statements on Oracle's behalf or that are likely to be construed by a reasonable end user as being made on behalf of Oracle, except as expressly directed in writing by Oracle;
  - i) engage in any conduct that may be detrimental to Oracle or to the cloud services; and
  - j) enter into any agreement which requires you to take any actions that are in conflict with the terms of this addendum and/or the agreement.

#### **4. Order Terms**

Section D of the agreement is replaced with the following:

Prior to submitting your order to Oracle, you must verify that such cloud service remains available for order and obtain an order from the end user for such cloud services. The end user's order with you must state the following as set forth in your order with Oracle: (1) the type and quantity of cloud services being ordered; (2) that it is subject to the terms and conditions of a valid end user cloud services agreement and is an order thereunder; (3) that the services are delivered in accordance with the service specifications in effect for the applicable cloud service; (4) the data center region in which the end user's cloud services environment will reside; (5) the services period applicable to the cloud services; (6) that the cloud services are subject to suspension or termination as set forth in Sections 9 (Term and End of Addendum) and 10 (Suspension of Cloud Services) of this addendum; and (7) that notwithstanding anything else in the end user cloud services agreement, in the event of a conflict between the terms of the end user cloud services agreement and the end user's order with you, the terms of the end user cloud services agreement will control. Each order placed by you must be complete when submitted to Oracle and shall be subject to the terms of this addendum and the terms in the Partner Ordering Policy. You should review the Partner Ordering Policy prior to entering into the order for cloud services. With each order for cloud services you shall provide the information set out in the Partner Ordering Policy or the information in the required fields of any online ordering system and any other information required by Oracle for processing the order. Your order may not (a) require any contingencies or concessions (including requiring Oracle to perform any obligations or to incur any liability not set forth in your order to Oracle) or (b) be changed after it is submitted to Oracle. Oracle reserves the right to accept or reject any order submitted by you in its sole discretion.

Each order for the cloud services shall be for the services period set forth in your order and will be an order by you hereunder and an order under the end user cloud services agreement. You may distribute cloud services for the standard services period for the applicable cloud service as identified in the applicable Oracle price list, which in any case may be no less than twelve (12) months and no more than thirty-six (36) months, unless otherwise agreed in writing by Oracle. Your order will specify the data center region in which the end user's cloud services environment will reside. As described in the service specifications and to the extent applicable to the cloud services you have ordered for distribution to the end user, Oracle will provide production, test, and backup

activities (including application processing, data processing, data persistence, and storage activities applicable to your order) from the data center region stated in your order. Oracle and its affiliates may perform certain aspects of cloud services, such as service administration and support, as well as other services (including professional services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

After your order is accepted, Oracle will provide you with a Service Activation Request (“SAR”) form that you must complete with respect to the order. The information required for the SAR varies by cloud service. You must promptly submit the completed SAR to Oracle and in all cases submit it within five (5) business days after receiving it from Oracle. After Oracle receives the properly completed SAR, Oracle will enable the applicable cloud service environments and end user accounts and then will (i) notify you confirming that the provisioning of the order is complete, and (ii) provide the end user with account access information for the cloud services ordered. You acknowledge that Oracle has no delivery obligation for Oracle programs and will not ship copies of such programs to the end user as part of the cloud services.

If available, you or the end user may purchase services from Oracle (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, Oracle Federal Security Services, etc.) designed to address particular data protection requirements applicable to the end user’s business or content. The end user may not include data in the services environment that is health, payment card or similarly sensitive personal information, which imposes specific data security obligations for the processing of such data, unless the applicable services are purchased and specified in your order with Oracle and the end user’s order with you.

Subject to any limits provided in the applicable service specifications, you may purchase additional quantities of cloud services (e.g. additional users, sessions, storage, etc.) (“add-on cloud services”) with respect to an existing order that was submitted by you for such cloud services hereunder for distribution to the applicable end user. The end user may also submit an order for add-on cloud services directly to Oracle under the end user cloud services agreement. The services period with respect to orders by you for add-on cloud services shall begin on the first day of the billing cycle month in which such add-on cloud services are enabled and end on the expiration date of the applicable services period. All add-on cloud services will be billed in whole month increments, including add-on cloud services enabled during an existing services period.

At the end of the services period, the cloud services acquired under the order, unless identified as auto renewal eligible in the service descriptions and metrics on <http://oracle.com/contracts>, may be renewed for an additional services period (A) by you through an order hereunder, or (B) by the end user through an order directly with Oracle, in each case, subject to payment of fees for such cloud services. The cloud services may not be renewed as described in the preceding sentence if Oracle is no longer making such cloud services generally available to commercial customers.

For every order for cloud services that you place with Oracle (including any add-on cloud services and/or renewal of cloud services), you acknowledge you will be responsible for the amounts payable with respect to such cloud services and will be invoiced for the cloud services as described in section 6 (Fees and Taxes). If the end user orders cloud services (including any add-on cloud services and/or renewal of cloud services) directly

from Oracle, the end user will be responsible to Oracle for the amounts payable with respect to such cloud services and will be invoiced as described in the end user cloud services agreement.

Upon request, you will provide Oracle with a copy of the end user cloud services agreement and any amendments and documents that together with the end user cloud services agreement form the complete end user cloud services agreement, and any ordering documents or purchase agreements between you and the end user related to the order, with pricing information or any other information reasonably deemed confidential or proprietary removed because the copies you provide Oracle will not be considered confidential information. For cloud services, at a minimum you must provide information related to the cloud services, including but not limited to, the name and address of the end user (including the end user's email address); the name, including date or version, of your agreement with Oracle under which your order is being placed; the cloud services ordered; the quantity of cloud services ordered (e.g. number of users or sessions, amount of storage, etc.); the length of the services period; the date of the order; the total cloud services fees and other fees payable to Oracle; and any other information reasonably requested by Oracle.

Where the acquisition of cloud services is financed or leased, then you will comply with Oracle's financing and leasing policies which can be accessed at <http://partner.oracle.com>. Where applicable, you will ensure that the end user and any funder have received those policies. The term "funder" refers to a financial entity that provides financing or leasing to you or the end user, subject to a funder contract entered into by you or the end user.

## **5. End User Cloud Services Agreement**

It is your responsibility to ensure that any distribution of cloud services to an end user is subject to a legally binding end user cloud services agreement with Oracle. The end user cloud services agreement must be a legally binding written agreement between Oracle and the end user consisting of either Oracle's current Cloud Services Agreement (CSA) or Oracle Master Agreement with Schedule C (OMA) or Oracles current CSA with ISV Amendment to CSA (ISV Amendment to CSA).

The order between you and the end user shall expressly state that the order is subject to and incorporates the terms and conditions of the end user cloud services agreement and will be an order under the end user cloud services agreement. Each order submitted by you to Oracle, shall specify whether the end user cloud services agreement is the CSA or OMA or ISV Amendment to CSA executed by the end user pursuant to the Partner Ordering Policy. If the end user is not already party to a valid end user cloud services agreement with Oracle when you submit your order, you must provide the executed end user cloud services agreement to Oracle when you submit your order. You may obtain a copy of Oracle's current standard CSA and OMA at <http://partner.oracle.com>. You agree to inform Oracle promptly if you are aware of any breach of an end user cloud services agreement.

Each end user remains solely responsible for its regulatory compliance in connection with such end user's use of the cloud services. You must notify each end user that the end user is responsible for making Oracle aware of any technical requirements that result from such end user's regulatory obligations prior to your entering into an order governed by this addendum. Oracle will cooperate with your or the end user's efforts to



determine whether use of the standard Oracle cloud services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the cloud services.

## **6. Fees and Taxes**

Section E of the agreement is replaced with the following:

You may place an order for cloud services with an Oracle group company or the appropriate Oracle VAD. You agree to pay the applicable Oracle group company or the appropriate Oracle VAD a fee for cloud services ordered and/or distributed under this addendum as specified in the order. Fees for cloud services will be paid directly to the entity to which you submit the order. You will not be relieved of your obligation to pay any fees owed to the Oracle group company by the nonpayment of such fees by the end user. Oracle partners are free to determine the fees charged to end users for cloud services. Any order placed with the Oracle group company will be subject to the applicable Oracle price list and discount terms in effect at the time the order is submitted. To view the applicable Oracle price lists and discount terms, you must log into the OPN web site at <http://partner.oracle.com>. It is your responsibility to access the applicable Oracle price lists to obtain current information. If the applicable Oracle price list changes after you issue a valid written order for cloud services to an end user, for 90 days after the date you submit the order to the end user, the fee applicable to the cloud services identified in the order shall be based on the Oracle price list in effect on the date you submitted the order to the end user.

All fees payable to the applicable Oracle group company are due within 30 days from the invoice date. You also agree to pay any sales, value-added, customs, levies or other similar taxes imposed by applicable law that the applicable Oracle group company must pay based on the cloud services you ordered, except for taxes based on Oracle's income. If you fail to pay an invoice when due, you acknowledge and agree that Oracle may contact the end user directly with respect to such unpaid fees. You agree, and you will obtain your end user's written agreement, that you and your end users have not relied on the future availability of any cloud services, programs or updates in entering into the payment obligations in the applicable order; however, the preceding does not relieve Oracle of its obligation during the services period to deliver cloud services that you have ordered per the terms of this addendum. Oracle reserves the right to check your credit rating periodically during the term of this addendum and to modify these payment terms in the event that there is a material change in your credit rating. Fees listed in this addendum are exclusive of value added tax and/or similar sales taxes. Such taxes shall be charged at the appropriate rate by the applicable Oracle group company in addition to its stated fees and shall be shown separately on the relevant invoice. Payments shall be in U.S. dollars or in the local currency designated by the applicable Oracle group company. Upon your submission of an order to the applicable Oracle group company, this payment obligation is non-cancelable, and the sum paid is nonrefundable, is not subject to set-off for any reason and is not subject to the completion or occurrence of any subsequent event after the date your order is submitted to Oracle. You acknowledge that changes to the service specifications or to the third party content or services available in or through the cloud services during the services period of an order hereunder do not affect your obligations under this addendum, the agreement or the applicable order, and you will not be entitled to any refund, credit or other compensation due to any such changes.

The purchase of cloud services or other service offerings, programs or products are all separate offers and separate from any other order by you or the end user for cloud services or other service offerings, programs or products you may receive or have received from Oracle. You understand that you or the end user may purchase cloud services or other service offerings, programs or products independently of any other order. Your obligation to pay for cloud services or other service offerings, programs or products under any order is not contingent on performance of any other cloud service or other service offerings or delivery of programs or products.

## **7. Warranties Disclaimers and Exclusive Remedies**

Oracle provides warranties to the end user with respect to the cloud services in the end user cloud services agreement. Oracle provides no warranties to you with respect to the cloud services.

**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.**

## **8. Indemnification**

Section F of the agreement is replaced with the following:

If a third party makes a claim against you that any information, design, specification, instruction, software, service, data, hardware, or material (referred to as the “indemnified material”) furnished by Oracle infringes its intellectual property rights based on your distribution of the indemnified material in accordance with the terms of this addendum and the agreement, Oracle, at its sole cost and expense, will defend you against the claim and indemnify you from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if you do the following:

- notify the General Counsel, Oracle Legal Department, promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);
- give Oracle sole control of the defense and any settlement negotiations; and
- give Oracle the information, authority, and reasonable assistance Oracle needs to defend against or settle the claim.

If Oracle believes or it is determined that any of the indemnified material may have violated a third party’s intellectual property rights based on your distribution of the indemnified material, Oracle may choose to either modify the indemnified material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may end the license for, and require the return of, the applicable indemnified material and refund any unused prepaid fees you may have paid to Oracle for such indemnified material. If such return materially affects Oracle’s ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. If such material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days’ prior written notice, end the services associated with such material and refund to you any unused, prepaid fees you may have paid Oracle for such services.

Oracle will not indemnify you if (a) you alter indemnified material or if you distribute the indemnified material for purposes outside the scope of use identified in the program documentation or service specifications, (b) if you distribute a version of the indemnified material which has been superseded, if the infringement claim could have been avoided by distributing an unaltered current version of the indemnified material which was made available to you or (c) if you continue to distribute the indemnified material after the end of your rights to distribute the indemnified material hereunder. Oracle will not indemnify you to the extent an infringement claim is based upon any indemnified material not provided by Oracle. Oracle will not indemnify you for any portion of an infringement claim that is based upon the combination of any indemnified material with any products or services not provided by Oracle. Oracle will not indemnify you to the extent that an infringement claim is based on third party content or any indemnified material from a third party portal or other external source that is accessible to end users within or from the cloud services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle indemnified material as delivered by Oracle and distributed in accordance with the terms of this addendum and the agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) intellectual property infringement claim(s) known to you at the time cloud services are distributed by you; or (2) your actions prior to the effective date of this addendum. If a third party makes a claim against Oracle that any indemnified material, when used in combination with any product or services provided by you, infringes their intellectual property rights, and such claim would have been avoided by the exclusive use of the indemnified material, you will indemnify Oracle.

This section provides your exclusive remedy for any infringement claims or damages. References to “services” in this section include cloud services.

## **9. Term and End of Addendum**

Section G of the agreement is replaced with the following:

The term of this addendum shall commence upon your acceptance of this addendum (the “effective date”), and shall co-terminate with the agreement, unless terminated earlier as provided herein or in the agreement. If your membership in the Oracle PartnerNetwork expires, you will not be permitted to distribute the cloud services until your membership is made current. If Oracle terminates your Oracle PartnerNetwork Agreement and your membership in the Oracle PartnerNetwork, then this addendum will automatically terminate on the same date. When this addendum expires in order to keep distributing the cloud services you must execute the then current version of Oracle’s distribution agreement relating to cloud services (and any applicable addendum), which will be subject to acceptance by Oracle, and Oracle may require you to complete certain training and assessment requirements to Oracle’s satisfaction. If either of us breaches a material term of this addendum or the agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement, this addendum and any order to which the breach relates. If Oracle ends this addendum as specified in the preceding sentence, (1) you must pay within 30 days from notification of the termination all amounts which have accrued prior to such end, as well as sums remaining unpaid for cloud services under this addendum or the agreement plus related taxes and expenses, and (2) Oracle may also terminate your Oracle Partner Network Agreement and your



membership in the Oracle PartnerNetwork. If Oracle ends the cloud services under the Indemnification section, you must pay within 30 days from notification of the termination all amounts remaining unpaid related to such cloud services which have accrued prior to such end plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree, in its sole discretion, to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. In the event of a termination of this addendum, such termination shall not terminate any orders for cloud services hereunder that you entered into before such termination provided that you have not breached your payment or other obligations hereunder with respect to such orders. If Oracle terminates any order hereunder in connection with your default, you acknowledge and agree Oracle may contact the end user to contract for the cloud services directly with Oracle. You agree that if you are in default under this addendum or the agreement, you may not place orders for and/or distribute the cloud services. You agree that if you have used an Oracle Finance Division Contract to pay for fees due under this addendum and/or the agreement and you are in default under that contract, you may not distribute the cloud services that are subject to such contract. The order between you and the end user shall expressly state that the cloud services are subject to suspension or termination as set forth in this section and section 10 (Suspension of Cloud Services) below. Provisions that survive termination or expiration are those relating to limitation of liability, indemnification, payment, ethical business practices, and others which by their nature are intended to survive.

#### **10. Suspension of Cloud Services**

Oracle may temporarily suspend and/or terminate the applicable end user's password, account and access to cloud services ordered hereunder if you breach your obligations under the agreement or this addendum with respect to the applicable order (including failure to timely pay amounts payable in connection with an order). In addition, the end user cloud services agreement provides that Oracle may suspend an end user's access to the cloud services or terminate an end user's access to the cloud services in certain circumstances.

#### **11. Nondisclosure; Trademarks and Copyrights; Relationship between Parties; URLs; Other**

The references in Sections H, I, J, and L, Q.3 and Q.5 of the agreement to the term "services" will be deemed to include cloud services for purposes of this addendum.

#### **12. Entire Agreement**

You agree that this agreement and applicable distribution addenda and the information which is expressly incorporated into this agreement and applicable distribution addenda by written reference (including reference to information contained in an URL or referenced policy), together with the applicable order, are the complete agreement for each order that you place with Oracle for programs, hardware, learning credits, and/or services, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs, hardware, learning credits, and/or services. Moreover, you agree that any rights you may have to distribute learning credits under any Oracle PartnerNetwork Education Distribution Agreement shall be replaced and superseded by the rights to distribute learning credits under this agreement and the applicable distribution addendum. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement, any distribution addendum, and

any order with Oracle 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, hardware, learning credits, and/or services ordered. This agreement, any distribution addendum, and any order with Oracle may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through an Oracle online ordering system by authorized representatives of you and of Oracle. Any notice required under this agreement or any distribution addendum shall be provided to the other party in writing.

### **13. Limitation of Liability**

Section O of the agreement is replaced with the following:

**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 AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS ADDENDUM, YOUR ORDER WITH ORACLE OR THE END USER'S ORDER WITH YOU, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE CLOUD SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU OR THE END USER FROM ORACLE UNDER SUCH ORDER.**

### **14. Export**

Section P of the agreement is replaced with the following:

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the cloud services. You agree that such export laws govern your distribution of the cloud services (including technical data) and any cloud services deliverables provided under this addendum, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from cloud 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.

OPN\_CSDA to MDA\_Clickwrap\_v062017

Item Spec #	Part Number	Item Description	Service Term	Bid item Description and Product Number for Or Equal Product Submission	Service Metric/ Unit of Measure	Est.Quantity	Cost per unit	Tharseo IT Extended Cost
4.1.1.7	B90559 or equal	Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition - Government	12 Months	equivalent to 8 OCPUs	OCPU Per Hour	5952	\$ 6.45	\$ 36,477.66
4.1.1.14	B89422 or Equal	Oracle Cloud Infrastructure - Compute - Virtual Machine Standard - X7 - Government or Equal	12 Months	N/A	OCPU Per Hour	2	\$ 569.61	\$ 1,082.25
4.1.1.16	B89426 or Equal	Oracle Cloud Infrastructure - Compute - Windows OS - Government or Equal	12 Months	N/A	OCPU Per Hour	2	\$ 182.13	\$ 346.05
4.1.1.6	B89435 or Equal	Oracle Cloud Infrastructure - Block Volume - Government or Equal	12 Months	N/A	Gigabyte Storage Capacity per Month	4096	\$ 0.50	\$ 1,938.00
4.1.1.4	B89432 or Equal	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - First 10 terabytes per month or Equal	12 Months	N/A	Gigabyte Outbound Data Transfer Per Month	1024	\$ -	\$ -
4.1.1.6.2	B89432 or Equal	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - Over 10 terabytes per month or Equal	12 Months	N/A	Gigabyte Outbound Data Transfer Per Month	1024	\$ 0.0085	\$ 8.70
4.1.1.10	B89437 or Equal	Oracle Cloud Infrastructure - Object Storage - Storage or Equal	12 Months	\$.26 per GB	Gigabyte Storage Capacity Per Month	6144	\$ 0.26	\$ 1,530.91
4.1.1.11	B89436 or Equal	Oracle Cloud Infrastructure - Object Storage - Requests or Equal	12 Months		10,000 Requests Per Month	1,000	\$ 0.04	\$ 38.76
4.1.1.18		Training			Lump Sum	1		\$15,000
<b>Totals</b>								<b>\$ 56,422.33</b>