MEMORANDUM

TO: Agencies Utilizing the Oracle Master Agreement

FROM: The Purchasing Division

DATE: August 27, 2014

RE: Ordering Instructions for the Oracle Master Agreement

Instructions for State Agencies Utilizing the Oracle Master Agreement

1. **Use Limitations:** The Oracle Master Agreement is intended to provide the basic contractual framework for contracts between entities subject to the Purchasing Division's oversight and Oracle. The Oracle Master Agreement is not a stand-alone contract and does not permit an agency to procure goods or services from Oracle without a separate procurement.

   The Oracle Master Agreement applies only to contracts issued and approved by the West Virginia Purchasing Division for agencies under its authority and approved as to form by the West Virginia Attorney General's office. No order may be placed under the Oracle Master Agreement unless that order and any related documents are approved in advance by the West Virginia Purchasing Division and the West Virginia Attorney General's office. A signature from the Purchasing Division, and from the Attorney General's office, on the ordering document shall operate as approval.

2. **Master Agreement Use:** In the event that Oracle is identified as the lowest responsible bidder in a bid, is designated as a sole source vendor, or is selected through an emergency procurement, this Master Agreement and any ordering documents will be used to provide the terms and conditions for the subsequent contract. Any documents provided by Oracle must be submitted to the Purchasing Division and the Attorney General's office for review and approval.

   In the event that an agency is seeking to obtain goods or services from Oracle under Section 9 of the Purchasing Division Procedures Handbook, or as an agency delegated procurement, the agency must nevertheless submit Oracle's ordering documents to the Purchasing Division and the Attorney General's office for review and approval.

Oracle General Terms Reference:	US-OMA-226823

The text of these General Terms differs from Oracle's standard General Terms.

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

Subject to the Limitation of Use provision of the Amended Agreement Addendum for Software, as negotiated and agreed by the parties ("WV-96A"), attached hereto as Exhibit A and incorporated herein by reference, all public entities located within the State of West Virginia, including, but not limited to, departments, institutions, institutions of higher education, agencies, legislative, executive or judicial bodies, offices, authorities, posts, committees, institutions, boards, or political subdivisions created by law to exercise sovereign power or to perform governmental duties of the State, cities, counties, towns and political subdivisions (each such entity, an "Authorized Contract User") may also order Programs and Service Offerings from Oracle in accordance with the terms and conditions of the Master Agreement. By placing an order under the Master Agreement, each Authorized Contract User agrees to be bound by the terms and conditions of the applicable ordering document and the Master Agreement and, for the purposes of such order, "You" and "Your" as used in the Master Agreement shall be deemed to refer to such Authorized Contract User, unless indicated otherwise herein. Each Authorized Contract User shall be responsible for its breach(es) of such terms and conditions. "Parties" shall mean You and Oracle, and each of us may be referred to individually as a "party."

1. **DEFINITIONS**

    1.1 Reserved.

    1.2 Reserved.

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

    1.4 Reserved.

    1.5 "**Products**" refers to Programs .

    1.6 "**Programs**" refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support.

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

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

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

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

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

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

2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). The Master Agreement may be renewed by mutual written agreement of the parties. As of the Effective Date, the following Schedules are incorporated into the Master Agreement: *Schedule P – Program.*

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms. Notwithstanding anything to the contrary contained herein, the parties agree that You may not purchase hardware under the Master Agreement.

3. SEGMENTATION

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

4. OWNERSHIP

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

5. INDEMNIFICATION

5.1 To the extent not prohibited by law and subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against You ("Recipient"), that any information, design, specification, instruction, software, data, or material (collectively, "Material") furnished by Oracle ("Provider") and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

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

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program, if any. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

5.3 Reserved.

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

license for, and require return of, the Program associated with that Separately Licensed Third Party Technology and shall refund any Program license fees You may have paid to Oracle for the Program.

5.5 Reserved.

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

5.7 This section provides your exclusive remedy for any infringement claims or damages.

6. TERMINATION

6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 See Section 14 (Right to Terminate) of WV-96A.

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

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

6.5 See Section 8 (Fiscal Year Funding) of WV-96A.

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

7.1 All fees payable to Oracle are due within 30 days from the invoice date. Reimbursement of expenses related to the provision of any Service Offering, if any, will be addressed in the relevant ordering document and/or statement of work for such services.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://oracle.com/contracts. A current copy of the Oracle Invoicing Standards Policy, which is subject to change, is attached hereto as Exhibit B.

8. NONDISCLOSURE

See Section 20 (Confidentiality) of WV-96A.

9. ENTIRE AGREEMENT

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

9.2 See Section 21 (Amendments) of WV-96A.

10. LIMITATION OF LIABILITY

See Section 13 (Limitation of Liability) of WV-96A.

11. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, Product and/or materials resulting from Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents used in the transfer, export or re-export of the Products and any Service Offerings deliverables: "These commodities, technology, or software were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited."

12. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.

13. GOVERNING LAW AND JURISDICTION

See Sections 1 (Disputes) and 3 (Governing Law) of WV-96A.

14. NOTICE

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

15. ASSIGNMENT

See Section 12 (Assignment) of WV-96A.

16. OTHER

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

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

16.3 See Section 9 (Statute of Limitation) of WV-96A.

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

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

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

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

17. MASTER AGREEMENT EFFECTIVE DATE

This Master Agreement shall be effective upon the date of the last-executed signature below.

West Virginia Department of Administration
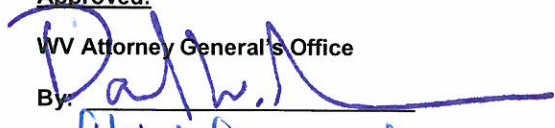**Purchasing Division**

Signature _____

Name _____DAVID TINCHER_____

Title _____DIRECTOR_____

Signature Date _____8/28/14_____

Oracle America, Inc.

Signature _____

Name _____Clinton Cole_____

Title _____Contracts Manager_____

Signature Date _____8/26/2014_____

Approved:

WV Attorney General's Office

By: _____

Its: _____Chief Counsel_____

Date: _____8/28/14_____

Oracle America, Inc. ("Oracle")
500 Oracle Parkway Redwood Shores, CA
94065

Your Name:	**State of West Virginia**
General Terms Reference:	**US-OMA-226823**
Schedule Reference:	**Schedule P**

This Public Sector Program Schedule (this "Schedule P") is a Schedule to the General Terms referenced above. The General Terms and this Schedule P, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule P shall coterminate with the General Terms.

1. **DEFINITIONS**

    1.1 "**Commencement Date**" refers to the date of shipment of tangible media or the effective date of the order if shipment of tangible media is not required.

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

2. **RIGHTS GRANTED**

    2.1 Upon the full signing of Your order by both Oracle and You, You have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings You ordered solely for Your internal business operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation. If accepted, Oracle will notify You and this notice will include a copy of Your Master Agreement.

    2.2 Upon payment for Program-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule P ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

    2.3 You may allow Your agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables for Your internal business operations and You are responsible for their compliance with the General Terms and this Schedule P in such use. For Programs that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under the General Terms and this Schedule P.

    2.4 You may make a sufficient number of copies of each Program for Your licensed use and one copy of each Program media.

3. **RESTRICTIONS**

    3.1 The Programs may contain or require the use of third party technology that is provided with the Programs. Oracle may provide certain notices to You in Program Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to You either under the terms of the Master Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by the Master Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to You under the terms of the Master Agreement.

    If You are permitted under an order to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the form and to the extent such source code is provided by Oracle, and You must distribute Separately Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Oracle). Notwithstanding the foregoing, Your rights to the Programs are solely limited to the rights granted in Your order.

3.2 You may not:

a. remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;

b. make the Programs or materials resulting from the Service Offerings available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license or materials from the Service Offerings you have acquired);

c. cause or permit 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 materials produced by Programs);

d. disclose results of any Program benchmark tests without Oracle's prior written consent, except as required by applicable law, provided that You give Oracle prior notice and an opportunity to oppose such disclosure (unless prohibited by law).

3.3 The prohibition on the assignment or transfer of the Programs or any interest in them under section 15 of the General Terms shall apply to all Programs licensed under this Schedule P, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TRIAL PROGRAMS

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

5. TECHNICAL SUPPORT

5.1 For purposes of an order, technical support consists of Oracle's annual technical support services You may have ordered from Oracle or an authorized reseller for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may require in order to perform the technical support services. The technical support policies are incorporated in this Schedule P and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable technical support services. You may access the current version of the technical support policies at http://oracle.com/contracts.

5.2 Technical support is effective upon the Commencement Date unless otherwise stated in Your order.

5.3 Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS will not increase by more than 4% over the prior year's fees. If Your order is fulfilled by an authorized reseller, the fee for SULS for the first renewal year will be the price quoted to You by Your authorized reseller; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

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

6. PROGRAM-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Program-related Service Offerings under this Schedule P as listed in the Program-Related Service Offerings document, which is at http://oracle.com/contracts. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.

Service Offerings provided may be related to Your license to use Programs owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Programs.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle warrants that a Program licensed to You will operate in all material respects as described in the applicable Program Documentation for a period of one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any Program warranty deficiency within one year after delivery. Oracle also warrants that technical support services and Program-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule P will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Program-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Program-related Service Offerings.

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

7.3 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 THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS.

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

8. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Programs in excess of Your license rights. If You do not pay, Oracle can end (a) Program-related Service Offerings (including technical support), (b) Program licenses ordered under this Schedule P and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

9. ORDER LOGISTICS

9.1 Delivery and Installation

9.1.1 You are responsible for installation of the Programs unless You purchase installation services from Oracle for those Programs.

9.1.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: http://edelivery.oracle.com the Programs listed in the Programs and Program Support Service Offerings section of the applicable order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise unless otherwise stated in Your Order.

9.1.3 If ordered, Oracle will deliver the tangible media to the delivery address specified on the applicable order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

9.2 Territory

The Programs shall be used in the United States.

9.3 Pricing, Invoicing and Payment Obligation

9.3.1 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.3.2 Program fees are invoiced as of the Commencement Date.

9.3.3 Program-related Service Offering fees are invoiced after the performance of the Program-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

9.3.4 In addition to the prices listed on the order, and unless specified otherwise in the Order, Oracle will invoice You for any applicable shipping charges or applicable taxes and You will be responsible for such charges and taxes.

Exhibit A to the General Terms, US-OMA-226823
WV-96A Amended Agreement Addendum for Software
(as agreed by the parties)

SEE ATTACHED.

AMENDED AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the Master Agreement, this addendum shall control:

Limitation of Use – The Master Agreement (including this addendum) applies only to contracts issued and approved by the West Virginia Purchasing Division for agencies under its authority and approved as to form by the West Virginia Attorney General's office. No order may be placed under the Master Agreement unless that order and any related documents are approved in advance by the West Virginia Purchasing Division and the West Virginia Attorney General's office. A signature from the Purchasing Division, and from the Attorney General's office, on the ordering document shall operate as approval.

1. **DISPUTES** - The parties agree that they shall not resolve claims between them via arbitration.

2. **HOLD HARMLESS** - As between Oracle and the Agency (also referred to in the Master Agreement or herein as the "Authorized Contract User" or "You," as applicable) any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety, and Oracle will indemnify the Agency for any claim demanding indemnification by the Agency under the terms of the Separately Licensed Third Party Technology, provided that (a) the Agency notifies Oracle within thirty (30) days of Oracle's receipt of a claim; (b) Oracle has sole control of the defense and all related settlement negotiations; and (c) the Agency gives Oracle the information, authority and reasonable assistance necessary to perform the above; reasonable out-of-pocket expenses incurred by the Agency in providing such assistance will be reimbursed by Oracle. For clarity, it is not Oracle's intention to modify any terms of Separately Licensed Third Party Technology, if such modification would create a breach of the Separate Terms. See Section 5 (Indemnification) of the General Terms, which addresses Oracle's indemnification to you.

3. **GOVERNING LAW** - The Master Agreement shall be governed by the substantive and procedural laws of the State of West Virginia.

4. **TAXES** - Provisions in the Master Agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

5. **PAYMENT** - Fees for technical support services are invoiced quarterly in arrears.

6. **INTEREST** - Reserved.

7. **WAIVER** – Reserved.

8. **FISCAL YEAR FUNDING** - The Agency's signature on an ordering document referencing the Master Agreement shall signify to Oracle that funds to be expended under the order during the fiscal year in which the order is signed are appropriated and available as of the effective date of the order. Services performed under the order may be continued in succeeding fiscal years for the term of the order, contingent upon funds being appropriated by the Legislature or otherwise being available for the services. In the event funds are not appropriated or otherwise available for the services, the order shall terminate without penalty on June 30, provided that written notice is received by Oracle on or before such date. After that date, the order becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the order included in its budget. Non-appropriation or non-funding shall not be considered an event of default. Notwithstanding the forgoing, nothing contained herein shall be construed as eliminating the Agency's obligation to pay for products delivered or services rendered prior to termination.

9. **STATUTE OF LIMITATION** - Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to the Master Agreement may be brought by either party more than ten (10) years after the cause of action has accrued.

10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT** - Agency may not assign the Master Agreement or give or transfer the Programs and/or any Service Offerings or an interest in them to another individual or entity. If Agency grants a security interest in the Programs and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs and/or any Service Offerings deliverables, and if Agency decides to finance its acquisition of any Products and/or any Service Offerings, Agency will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights Agency may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms. Notwithstanding anything to the contrary in the first sentence of this paragraph, You shall be permitted to transfer the Programs and related Service Offerings to another State of West Virginia Agency that assumes Your responsibilities and/or duties due to a merger or consolidation of State Agencies, transfer of official functions and associated technology assets, or name change (the "Assignee State Agency"), provided that: (i) You give advance written notice to Oracle of such assignment, (ii) You have continuously maintained annual technical support services for such Programs or you have reinstated annual technical support services for such Programs prior to the assignment in accordance with Oracle's technical support policies, (iii) the Assignee State Agency agrees in writing with Oracle, using Oracle's standard assignment documentation (a current template of which is attached hereto as Attachment A for reference purposes only), that it assumes all obligations and liabilities with respect to such Programs and related service offerings, and agrees to be bound by such terms and conditions of the Master Agreement and the relevant order placed under the Master Agreement, and the assignment document has been signed by the West Virginia Purchasing Division and Attorney General's Office, and (iv) the Assignee State Agency confirms its continued compliance with the matching service level rules and agrees to maintain technical support services for one year after the assignment with regard to the assigned licenses and any of the same Programs (i.e., Programs in the same license set) held by that agency prior to the assignment.

13. **LIMITATION OF LIABILITY** - NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF THE PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY. THE LIMITATION STATED IN THE SECOND SENTENCE ABOVE OF THIS SECTION SHALL NOT APPLY TO BODILY INJURY (INCLUDING WRONGFUL DEATH) OR DAMAGE TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY THE NEGLIGENCE OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS OF ORACLE WHILE PERFORMING SERVICES ON AGENCY'S PREMISES, IF SUCH ACTIONS OR OMISSIONS

WERE NOT CAUSED BY THE ACTION OR OMISSION OF YOU OR ANY THIRD PARTY. FOR THE PURPOSE OF THIS PARAGRAPH, "TANGIBLE PERSONAL PROPERTY" SHALL NOT INCLUDE DOCUMENTATION, SOFTWARE, DATA, OR DATA FILES.

It is understood by the parties that in the State of West Virginia's opinion, the above limitation may violate Article X, Section 6 of the West Virginia Constitution and that the State reserves the right to assert such unconstitutionality in any claim made for damages by the State of West Virginia to be decided in a court of competent jurisdiction.

14. **RIGHT TO TERMINATE** - Agency may terminate the Master Agreement at any time without cause by giving Oracle thirty (30) days prior written notice of such termination. If Agency ends the Master Agreement as specified in the preceding sentence, Agency agrees it must pay within 30 days all amounts which have accrued prior to the end of the Master Agreement, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus applicable expenses (if any). Any effective ordering document that has been executed by both parties prior to the termination of the Master Agreement (and which has not otherwise been terminated) shall continue in full force and effect.

15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay liquidated damages upon termination of the agreement is hereby deleted.

16. **RENEWAL** - Any reference to automatic renewal is deleted. The Master Agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.

18. **RIGHT TO NOTICE** - Reserved.

19. **ACCELERATION** - Reserved.

20. **CONFIDENTIALITY** -

20.1 By virtue of the Master Agreement, the parties may have access to information that is confidential to one another (**"Confidential Information"**). We each agree to disclose only information that is required for the performance of obligations under the Master Agreement. Confidential Information shall be limited to: (1) all trade secret information of Oracle that is clearly identified as confidential at the time of disclosure and (2) Agency's confidential information that is clearly identified as confidential at the time of disclosure.

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

20.3 Subject to the applicable law, we each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years (except for Personal Data, defined in section 20.4 below, for which the nondisclosure period shall last for as long as Oracle or the applicable parties set forth in the following sentence are in possession of the information) from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law. In the event Agency receives a valid request for Oracle's Confidential Information pursuant to applicable law, including the West Virginia Freedom of Information Act, Agency will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

20.4 CONFIDENTIALITY: Confidential information includes Personal Data. "Personal Data" means non-public personally identifiable information of Agency's individual employees or customers. Agency agrees to disclose to Oracle only such Personal Data as is necessary for Oracle to perform its obligations under the Master Agreement. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, attached hereto as Attachment B and incorporated by reference herein. In the event of any conflict with Oracle's technical support policies and Global Customer Support Security Practices, Attachment B shall control.

21. **AMENDMENTS** – In accordance with Section 9.1 (Entire Agreement) of the General Terms – Public Sector document, it is expressly agreed that the terms of the Master Agreement, as modified by this addendum, and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar document and no terms included in any such purchase order, portal, or other document shall apply to the Products and/or Service Offerings ordered. No amendment, modification, alteration or change may be made to the Master Agreement or this addendum without the express written approval of the Purchasing Division and the Attorney General and Oracle. In the event of inconsistencies between the terms of Schedule P and the General Terms-Public Sector document, Schedule P shall take precedence. In the event of inconsistencies between the terms of an order and the Master Agreement (as modified by this addendum), the order shall take precedence, subject to the provisions below in Sections 21(a) and 21(b). The order may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of You and of Oracle. Any notice required under the Master Agreement shall be provided to the other party in writing.

    a. The State has received a sample ordering document (4946808-1) from Oracle for reference purposes. The parties acknowledge that any ordering document issued under the Master Agreement will reflect the specific details of each purchase and any special terms negotiated between the parties for such purchase and may contain third party technology terms that are appropriate or necessary for Oracle program use, if third party technology comprises part of the order.

    b. The State and Oracle further agree that, notwithstanding the order of precedence in the ordering document, each ordering document shall be governed by the following provisions:

        i.   License fees are invoiced as of the commencement date, and technical support fees are invoiced quarterly in arrears.

        ii.   Services will be invoiced and payable only after services have been rendered, in accordance with Section 9.3.3 of Schedule P.

        iii.   No ordering document will require the payment of taxes from the State.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _PURCHASING DIVISION_

Signed: _[signature]_

Date:

Title: _DIRECTOR_

_8/28/14_

VENDOR

Company Name: Oracle America, Inc.

Signed: _[signature]_

Date: _8/26/2014_

Title: _Contracts Manager_

Approved:

WV ATTORNEY GENERAL'S OFFICE

By: _[signature]_

Its: _Chief Counsel_

Date: _8/28/14_

ATTACHMENT A TO EXHIBIT A OF THE GENERAL TERMS, US-OMA-226823

ORACLE ASSIGNMENT AGREEMENT TEMPLATE

(sample, subject to change)

ORACLE

Assignor: **Assignee:**

Assignor's Location: **Assignee's Location:**

This document must be executed by Assignor and Assignee on or before _____, 201_ to be valid and once so executed shall become effective upon the date of Oracle's consent and execution below.

ASSIGNMENT AND CERTIFICATION OF NON POSSESSION

Assignor represents and warrants that, as a result of a merger or consolidation of state agencies or transfer of official functions and associated technology assets, Assignor wishes to assign to Assignee certain supported Oracle programs and, as a result, Assignee will be assuming all liabilities of Assignor in relation to such programs. Assignor also represents and warrants that Assignor has not sold, assigned or otherwise transferred the supported Oracle program(s) described below or the license(s) thereto to another entity. Assignor hereby assigns to Assignee all its right, title and interest in and to the following supported license(s) for the Oracle program(s) represented by (the "Oracle program(s)").

Program	CSI	Quantity	License Type	Support Expiration Date

Assignor hereby certifies, represents and warrants that upon execution of the above assignment, it will discontinue use of the Oracle program(s). Appropriate documentation and other materials received from Oracle for the Oracle program(s) will be immediately transferred to Assignee.

By signing below, signatory further represents and warrants that signatory has the authority to make the above representations and warranties and sign on Assignor's behalf.

Assignor:

Signature:

Name: _____

Title: _____

Date: _____

Accepted:

WV ATTORNEY GENERAL'S OFFICE

By: _____

Its: _____

Date: _____

**West Virginia Department of Administration
Purchasing Division**

By: _____

Its: _____

Date: _____

ACCEPTANCE OF ASSIGNMENT

Assignee represents and warrants that, as a result of a merger or consolidation of state agencies or transfer of official functions and associated technology assets, Assignor wishes to assign to Assignee certain supported Oracle programs and, as a result, Assignee will be assuming all liabilities of Assignor in relation to such programs. Assignee hereby accepts the foregoing assignment and agrees that the use of the supported Oracle program(s) will be governed by the attached Oracle License and Services Agreement, Version _____ ("OLSA") and by the licensing metrics set forth below. Assignee acknowledges that the Oracle program(s) are for use in US. The annual fee for Software Update License & Support for the Oracle program(s) is *[$x.xx]* and these technical support services are valid through _____ [*minimum one year required*]. By signing below, signatory further represents and warrants that signatory has the authority to make the above representations and warranties and sign on Assignee's behalf.

Licensing Metrics:

.

Assignee:

Signature:

Name: _____

Title: _____

Date: _____

Accepted:

WV ATTORNEY GENERAL'S OFFICE

By: _____

Its: _____

Date: _____

**West Virginia Department of Administration
Purchasing Division**

By: _____

Its: _____

Date: _____

CONSENT TO ASSIGNMENT

Subject to the terms and conditions of the above-mentioned assignment and certification of non-possession and acceptance of assignment, Oracle hereby consents to the foregoing assignment. By signing below, signatory further represents and warrants that signatory has the authority to sign on Oracle's behalf.

Oracle America, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

**Attachment B to Exhibit A of the
General Terms, US-OMA-226823**

Notice of State of West Virginia
Confidentiality Policies and Information Security Accountability Requirements

This Attachment B to Exhibit A ("Attachment") is a modified form of the State of West Virginia's "Confidentiality Policies and Information Security Accountability Requirements" policy available at http://www.state.wv.us/admin/purchase/privacy/NoticeConfidentiality.pdf. The terms of this Attachment, and not the policy referenced in the previous sentence, apply only to the provision of Oracle technical support services by Oracle ("Vendor") and the receipt of such services by the West Virginia entity that has entered into the agreement to which this Attachment is attached ("You" or "Customer"). As used in this Attachment, the term "Agreement" refers collectively to the Agreement Addendum to which this Attachment is attached, the General Terms attached to the Agreement Addendum, the ordering document for services, and any documents incorporated into any of the foregoing (including, as applicable, the Oracle Services Privacy Policy, the Oracle Technical Support Policies, and the Oracle Global Customer Support Security Practices documents). This Attachment applies only to vendor's handling of Personal Data provided to vendor as necessary to provide the technical support services ordered under the Agreement Addendum to which this Attachment is attached.

Sections 1.0 and 3.0 of this Attachment are provided for informational purposes only, are not binding and do not create, modify or limit any obligations or rights of either party.

Oracle technical support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data. You agree not to submit any health, payment card or other sensitive data that requires protections greater than those specified in this Attachment or the Agreement. Information on how to remove sensitive data from Your submission is available in My Oracle Support at https://support.oracle.com/CSP/main/article?cmd=show&type=NOT&id=1227943.1.

1.0   INTRODUCTION

The Executive Branch has adopted privacy and information security policies to protect Personal Data as defined in the Agreement Addendum to which this Attachment is attached. This Notice sets forth terms for safeguarding this information.

Notice of State of West Virginia
Confidentiality Policies and Information Security Accountability Requirements

2.0 DEFINITIONS

2.1 **Security Breach** shall mean the wrongful and unauthorized acquisition or access of Personal Data that compromises the security or privacy of such information.

2.2 **Personal Data**, shall have the meaning set forth in the Agreement Addendum to which this Attachment is attached.

2.3 **Security Incident** means any violation, or attempted or imminent threat of violation, to the confidentiality, integrity or availability of Personal Data.

3.0 BACKGROUND

Agencies maintain Confidential Information, including, but not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account numbers, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, etc. Federal laws, including, but not limited to, the Health Insurance Portability and Accountability Act, the Privacy Act of 1974, Fair Credit Reporting Act and State laws require that certain information be safeguarded. In some situations, Agencies delegate, through contract provisions, functions to vendors that involve the vendor's collection, use and/or disclosure of Confidential Information. WV State government must take appropriate steps to ensure its compliance with those laws and desires to protect its citizens' and employees' privacy, and therefore, must require that its vendors also obey those laws.

4.0 POLICY

4.1 This Attachment applies to the performance of technical support services under the Agreement to which this Attachment is attached and incorporated.

4.2 The parties may specify additional requirements related to the protection of Personal Data in an ordering document, subject to mutual agreement and to the extent Oracle services are designed and deployed to support such requirements.

4.3 In performing the technical support services, Oracle will comply with the following:

Notice of State of West Virginia
Confidentiality Policies and Information Security Accountability Requirements

4.3.1 Personal Data shall only be used or disclosed as set forth in the Agreement, including as necessary to provide the services ordered under the Agreement (which includes correcting deficiencies and making improvements in applicable Oracle software products and services).

4.3.2 Agency retains all ownership in any Personal Data that it provides to vendor under the Agreement. Agency retains all ownership and intellectual property rights to the Agency's own proprietary information that the Agency provides to Oracle under this Agreement.

4.3.3 Personal Data shall only be used or disclosed as set forth in the Agreement, including as necessary to provide the services ordered under the Agreement (which includes correcting deficiencies and making improvements in applicable Oracle software products and services).

4.3.4 Oracle conducts security reviews, assessments, and audits periodically to confirm compliance with Oracle information security policies, procedures and practices. Upon Your reasonable request, not more frequently than once per year, Oracle will respond to Your requests for more information about Oracle's security practices relevant to the services, subject to any reasonable concerns or questions (for example, any request for information that could compromise Oracle security, privacy, or employment policies). Any information provided is Oracle confidential information and may not be shared with any third party or used for any purpose other than assessing Oracle's compliance with the terms of this Attachment and the Agreement.

4.3.5 Any collection, use or disclosure of information that is in violation of the terms of this Attachment or applicable law may result in termination of the Agreement, subject to the terms therein related to termination for cause.

4.3.6 The terms of this Attachment shall survive for so long as Vendor is in possession of Personal Data obtained through the performance of services under the Agreement.

4.4 **SECURITY BREACH** If Oracle determines that a Security Breach has occurred, the following will apply:

Notice of State of West Virginia
Confidentiality Policies and Information Security Accountability Requirements

4.4.1 If the Security Breach involves a theft, or is incidental to another crime, appropriate law enforcement officials shall be notified as Oracle determines reasonably necessary in light of the circumstances. A copy of applicable portions of the police report, if provided to Oracle, will be forwarded to You upon request. Oracle may redact the police report.

4.4.2 Notification of Breach.

    4.4.2.1 Oracle evaluates and responds to incidents that create suspicions of unauthorized access to or handling of Personal Data. Oracle's Global Information Security (GIS) organization is informed of such incidents and, depending on the nature of the activity, defines escalation paths and response teams to address those incidents.

    4.4.2.2 If Oracle determines that Your Personal Data has been subject to a Security Breach, Oracle will report such to You promptly and as soon as reasonably possible but in any event not later than 3 business days of making such determination, unless otherwise required by law.

    4.4.2.3 Notification required by this section shall be provided to:
    1) the Office of Technology at incident@wv.gov.
    2) the contact information listed on the applicable order.

    4.4.2.4 Oracle shall promptly investigate any Security Breach and take reasonable measures to identify its root cause(s) and prevent a recurrence. As information is collected or otherwise becomes available, unless prohibited by law, Oracle will provide You with a detailed description of the Security Breach, the type of data that was the subject of the breach, the identity of each affected person, and other information You may reasonably request concerning the affected persons.

    4.4.2.5 Oracle will work with the customer, internal LoBs, the appropriate technical teams, and law enforcement where necessary to respond to the Security Breach. The goal of the incident response will be to respond to the Security Breach and establish root causes and remediation steps. The parties will coordinate in good faith on developing the content of any

related public statements or any required notices for the affected persons.

4.4.2.6 Any liability of the parties with respect to this Attachment shall be subject to and as addressed in the applicable liability sections of the Agreement.

4.5 In response to industry practices and standards, as well as customer concerns regarding the safety and confidentiality of data entrusted to Oracle, Oracle, or its agent, has performed a pre-employment background check on applicants hired on or after January 1, 2003 in the United States. The background check is used to attempt to ascertain an applicant's previous employment with up to four employers within the seven years preceding the date of the check, to attempt to ascertain an applicant's post secondary education, and to assess any criminal records, dated within the seven years preceding the date of the check, that are uncovered for that individual. In general, international transfers and individuals with valid United States government issued security clearance are not subject to a background check, and processing and procedural variances may apply to students/interns, university recruiting hires, and to employees of companies acquired by Oracle. Personnel screening in other countries varies according to local laws, practices and employment regulations and Oracle policy.

4.6 Oracle's Oracle Global Customer Support Security Practices Document describes the safeguards in place for the protection of Personal Data.

4.7 Oracle's use of encryption is described in more detail in the Oracle Global Customer Support Security Practices Document referenced in Your order.

Exhibit B to the General Terms, US-OMA-226823
Invoicing Standards Policy
SEE ATTACHED.

Invoicing Standards

Oracle will submit invoices based on the standards outlined in this document. No other requirements will be supported unless they are statutory for the issuing country, or noted in the contract (requires pre-approval per the Trade Accounts Receivable Invoicing Policy).

Invoices will be generated upon delivery of product and/or services. No advanced invoicing is allowed.

Exceptions:

LOB	Description	Comments
Support	Invoiced in advance	Except where prohibited by law. For example, Public Sector accounts.
Installation Services	Invoiced in advance	Except where prohibited by law. For example, Public Sector accounts.
Consulting Services	Event invoice available upon request	Available upon request only; not standard. During customer's FY close, an "event" invoice can be issued for already funded projects.

Invoice Data Elements

Standard data elements included on an invoice are:

- Invoice Number
- Invoice Date
- PO Number
- Payment Terms
- Payment Instructions
- Due Date
- Bill To / Ship To Customer name and addresses
- Sales Representative
- Oracle Order Number
- End User
- Line item descriptions
- Extended price
- Unit of Measure
- Quantity
- Tax/VAT
- Oracle Tax ID
- Priced items only (except for Greece & Thailand) – All zero dollar line items are suppressed
- Support period, including Contract Start and End Dates and/or Billing Start and End Dates (depending on country)

- Collections contact details

Hardware Only:
- Part/Item Numbers - no other products display part numbers
- Serial numbers as part of description (from model level)
- Zero dollar line at model level

Electronic Invoices Only:
- Part/Item Numbers from all LOBs
- Serial numbers segregated in unique field
- Customer PO Line Item Number (CLIN)* - Only available for select transactions

Any other requested data elements are considered non-standard and will not be allowed.

* If a customer would like CLINs, they are obligated to sign up for electronic invoicing. This data is not supported for any other invoice format.

INVOICE FORMATS
Invoice formats will adhere to the following standards:

LOB	Description	Comments
All	Detailed Line Item Description	Product by product detail by line of business
License	License and First Year Support invoiced together on same invoice	Except where prohibited by law. See exception countries below. Support is itemized by product supported, meaning one line item for each supported product will be displayed, including start and end date of the service period.
License	Invoices immediately upon booking, assuming standard EPD (Electronic Product Download) terms.	
License/Systems combined orders	Systems and License orders will result in multiple invoices	License lines and associated support invoice immediately; Systems invoices upon shipment plus delivery.
Systems	Systems, First Year Support, Installation Service and all associated Systems fees are invoiced together on same invoice.	Except where prohibited by law. See exceptions noted below. Support is itemized by product supported, meaning one line item for each supported product will be displayed, including start and end date of the service period.
Systems	Systems invoices are issued upon shipment, plus delivery which could result in multiple invoices per Systems order.	Systems are shipped when ready, unless consolidation fee is paid. Therefore, one order can result in multiple invoices.
Systems	Systems orders with a paid	Consolidation fee will consolidate the

	consolidation fee will result in a single invoice for all Systems, associated support and Systems fees on a single order. All other products (e.g. License) will invoice separately.	Systems portion of the order only. For example - License, if ordered together with the Systems, will invoice immediately upon booking, assuming EPD.
Systems	Freight is a separate line item on the invoice.	Each Systems line will have a separate freight line item, and will be invoiced together with the associated Systems when it ships.
Premier Support Renewals	Invoiced separately at each renewal year and cannot be combined with any other LOB for invoicing.	For example, ACS services will be invoiced separately.
Premier Support Renewals	Itemized by product supported	One line item for each product supported. Invoices could contain several lines items and be multiple pages in length.
Premier Support Renewals - Systems	One install/site location per invoice and per Purchase Order	Customers requiring separate invoice per install site must issue separate P.O. and renew each contract separately. It is not possible to have service lines with multiple ship-to locations on a single invoice.
Consulting	Invoiced separately and cannot be combined with any other LOB for invoicing.	
Consulting	Expense/activity Report attached	This is a system generated report, and is attached to the invoice automatically (excludes electronic invoice delivery).
Consulting	Copies of Time Sheets sent, where required	Where required by law, copies of Time Sheets are sent with invoice.
Consulting	Copies of expense receipts – sent if requested	Originals are retained with Oracle. Copies of expense receipts can be sent as part of the collections process, if requested by the customer. Copies of receipts are not sent automatically.
Education & Learning Credits	Invoiced separately and cannot be combined with any other LOB for invoicing.	
Education – onsite training	Invoiced separately and cannot be combined with any other LOB for invoicing.	
Advanced Customer Support (ACS) – undetermined period	Invoiced separately and cannot be combined with any other LOB for invoicing.	
ACS – fixed period/combined with LFYS order	Invoiced together with LFYS in Year 1, and separately upon renewal.	The ACS renewal in subsequent years, also, cannot be combined with any other LOB for invoicing.
OnDemand/SAAS	Invoiced separately and cannot be combined with any other LOB for invoicing.	Separate invoices are possible where customers issue alternative methods of payment (i.e., new PO) for additional

		services.

EXCEPTIONS TO INVOICING FORMATS:

LOB	Description	Comments
License, Systems and Services	Countries that require separate invoicing for services and product.	Malaysia, Thailand, Philippines, China, Taiwan, Poland, Romania, Slovakia, Slovenia, Puerto Rico, Peru, Brazil, Venezuela, and Costa Rica.

NON STANDARD INVOICING

The following list, although not exhaustive, constitutes non standard invoicing and is not permitted without preapproval per the Trade Accounts Receivable Policy:

Description	Definition
Multiple LOB, bundled invoicing	Any request to bundle multiple lines of business on a single invoice. For example, Systems and ACS.
Multiple LOB, bundled into a single line item	Any request to bundle multiple lines of business into a single line item on an invoice. For example, Systems and Installation.
Advanced Invoicing	Requests to invoice in advance of: • Delivery • Signing of contract • Issuance of a purchase order or ordering document, unless Purchase Order Exemption Form is on file • Booking of an order • Expenses being incurred
Manual invoice	Any request to process an invoice manually or that deviates from our standard automated processing.
Accounting period cutoff	Any requirement to withhold invoicing due to cutoff dates for receiving invoices in customer's accounting period. Includes any requirement to ensure invoice is dated within the accounting period (generally same month) in which it was issued.
One to one ratio invoice to PO	Any requirement to ensure there is only one invoice per customer P.O., regardless of the products and services on the customer's P.O. and regardless of delivery of said products and/or services. Often this is referred to as "P.O. matching."
P.O. matching	Any requirement to match a customer's P.O.

	(Descriptions, terms, comments, etc). Oracle's process is to ensure we book orders as per the Oracle Ordering Document, not customer's P.O. Customer's P.O. should match the Oracle Ordering Document, not the other way around .
Printing data elements on invoice not available at time of order submission	Any requirement to include/print additional information on invoice not available to us at time of order submission and booking (e.g. Protocol #, Goods Receipt #).
Invoice attachments	Any requirement to attach additional documentation to invoice not available to us at time order submission and booking (e.g. warehouse acceptance certificate, acceptance certificate, POD, Packing Slip).
Printing customer line item number on invoice	Any requirement to add customer P.O. line item number (CLIN) to the line description on the invoice.
Support in Arrears invoicing - Commercial	In arrears invoicing is allowed for government accounts only as required by law. All other accounts, support is invoiced in advance.
Government monthly in arrears invoicing	Where required by law, standard in arrears invoicing for government is quarterly in arrears. Monthly in arrears is considered non standard.
Self Billing	Any request to enter billing of services via manual entry into a web portal or data in lieu of a system generated invoice. Self-billing is a customer procurement model. With self billing, the customer in effect issues an invoice to themselves.

INVOICE DELIVERY

It is Oracle's policy to deliver invoices to the "Bill To" stated in the Contract or on the Customer's Purchase Order. Primarily, it is the Customer's Purchase Order which denotes the "Bill To address" that is to be used on all transactions. Oracle cannot deliver invoices to any 3rd party company or different company address from the stated "Bill To" on the Customer's Contract or Purchase Order. There are no exceptions to this policy. Any request to bill a 3rd Party entity other than the customer/contracting entity is not permitted.

Method	Description
Paper	Sent via standard priority mail globally. All invoices will be delivered to the address identified as the Bill-To on the Contract or the Customer's Purchase Order.
Self Service	Via Oracle's iReceivables product:

	• Registration is required • Contact elnvoicing_ww_grp@oracle.com with any inquiries
Automated PDF via email	Invoices automatically delivered to the email address(es) identified in the customer's set-up. Please email elnvoicing_ww_grp@oracle.com for the full list of countries currently supported.
Electronic	1. Via electronic file transfer 2. Via manual entry into a web portal • Provided there are **no** 3rd party fees incurred by Oracle • Requires approval from elnvoicing_ww_grp@oracle.com
Self Billing	Any request to enter into a Self Billing agreement is not permitted. The single source of truth for any invoice MUST be the Oracle system of record.

DEFINITIONS

Term	Definition
Detailed Invoice	Oracle's standard invoicing format is to invoice in detail line-by-line, including product line descriptions, serial numbers, where appropriate, etc.
Multiple LOB, bundled invoicing	Typically involves bundling multiple LOBs not ordinarily invoiced together onto a single invoice. For example, bundling ACS and Education onto a single invoice.
Multiple LOB, bundled into a single line item	Typically involves combining multiple LOBs into a single line item on a single invoice.
Advanced Invoicing	Involves invoicing in advance of product or service delivery, and other mandatory criteria being met.
Manual Invoicing	Any request that would cause Oracle to deviate from its predefined, standard automated processes.
Invoice Data Elements	The data elements that will be contained on the invoice.
LFYS	License and First Year Support
ACS	Advanced Customer Support
LOB	Line of business. For example License,

	Systems, Consulting, ACS, etc.
POEF	Purchase Order Exemption Form. Used for customers who do not issue a Purchase Order as a standard business practice.

ATTACHMENT B TO EXHIBIT A OF THE GENERAL TERMS, US-OMA-226823

NOTICE OF STATE OF WEST VIRGINIA

CONFIDENTIALITY POLICIES AND INFORMATION SECURITY ACCOUNTABILITY REQUIREMENTS

(as agreed by the parties; see attached)