



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 4

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 444520

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0702

Vendor ID: 000000199159

SO Doc ID: TAX1800000018

Legal Name: MYTHICS INC

Published Date: 5/23/18

Alias/DBA:

Close Date: 5/30/18

Total Bid: \$968,973.19

Close Time: 13:30

Response Date: 05/30/2018

Status: Closed

Response Time: 12:43

Solicitation Description: Addendum No. 1 - Oracle Database Appliance and Licensing

Total of Header Attachments: 4

Total of All Attachments: 4

Apply Default Values to Commodity Lines

View Procurement Folder



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

State of West Virginia
Solicitation Response

Proc Folder : 444520

Solicitation Description : Addendum No. 1 - Oracle Database Appliance and Licensing

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-05-30 13:30:00	SR 0702 ESR05301800000005609	1

VENDOR

000000199159

MYTHICS INC

Solicitation Number: CRFQ 0702 TAX1800000018

Total Bid : \$968,973.19

Response Date: 2018-05-30

Response Time: 12:43:19

Comments:

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers

(304) 558-2063

michelle.l.childers@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	4.1.1 Oracle Database Appliance X7-2HA or equal	1.00000	EA	\$82,670.500000	\$82,670.50

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description : PLEASE SEE SECTION 4.1.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	4.1.2.1 Oracle Database Enterprise Edition Licenses or equal	8.00000	EA	\$24,937.500000	\$199,500.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description : PLEASE SEE SECTION 4.1.2.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	4.1.5.1 Software Support for Enterprise Edition Licenses				\$43,890.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	4.1.2.2 Oracle Real Application Clusters Licenses or equal	8.00000	EA	\$12,075.000000	\$96,600.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description : PLEASE SEE SECTION 4.1.2.2 OF ATTACHED SPECIFICATION

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	4.1.5.1 Software Support for Real Application Clusters Licen				\$21,252.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	4.1.2.3 Oracle Advanced Security Licenses or equal	8.00000	EA	\$7,875.000000	\$63,000.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description : PLEASE SEE SECTION 4.1.2.3 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	4.1.5.1 Software Support for Oracle Advanced Security Licens				\$13,860.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	4.1.2.4 Oracle Diagnostics Pack Licenses or equal	8.00000	EA	\$3,937.500000	\$31,500.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description : PLEASE SEE SECTION 4.1.2.4 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	4.1.5.1 Software Support for Oracle Diagnostics Pack				\$6,930.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	4.1.2.5 Oracle Tuning Pack Licenses or equal	8.00000	EA	\$2,625.000000	\$21,000.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description : PLEASE SEE SECTION 4.1.2.5 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	4.1.3 Installation and Configuration Services				\$48,050.00

Comm Code	Manufacturer	Specification	Model #
43232401			

Extended Description : PLEASE SEE SECTION 4.1.3 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	4.1.5.1 Software Support for Tuning Pack Licenses				\$4,620.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	4.1.4 Hardware Support for Oracle Database Appliance X7-2-HA				\$9,920.46

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description : PLEASE SEE SECTION 4.1.4 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	4.1.4 Hardware Support for Oracle Database Appliance Year 2				\$10,317.28

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description : PLEASE SEE SECTION 4.1.4 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	4.1.4 Hardware Support for Oracle Database Appliance Year 3				\$10,729.97

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description : PLEASE SEE SECTION 4.1.4 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	4.1.4 Hardware Support for Oracle Database Appliance Year 4				\$11,159.17

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description : PLEASE SEE SECTION 4.1.4 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	4.1.5.1 Software Support for Enterprise Edition Year 2				\$45,645.60

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	4.1.5.1 Software Support for Enterprise Edition Year 3				\$47,471.44

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	4.1.5.1 Software Support for Enterprise Edition Year 4				\$49,370.30

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	4.1.5.1 Software Support Real Application Clusters Year 2				\$22,102.08

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	4.1.5.1 Software Support Real Application Clusters Year 3				\$22,986.16

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	4.1.5.1 Software Support Real Application Clusters Year 4				\$23,905.61

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	4.1.5.1 Software Support for Oracle Advanced Security Year 2				\$14,414.40

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	4.1.5.1 Software Support for Oracle Advanced Security Year 3				\$14,990.96

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	4.1.5.1 Software Support for Oracle Advanced Security Year 4				\$15,590.60

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	4.1.5.1 Software Support for Oracle Diagnostics Pack Year 2				\$7,207.20

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	4.1.5.1 Software Support for Oracle Diagnostics Pack Year 3				\$7,495.52

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	4.1.5.1 Software Support for Oracle Diagnostics Pack Year 4				\$7,795.34

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	4.1.5.1 Software Support for Tuning Pack Licenses Year 2				\$4,804.80

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	4.1.5.1 Software Support for Tuning Pack Licenses Year 3				\$4,996.96

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	4.1.5.1 Software Support for Tuning Pack Licenses Year 4				\$5,196.84

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS
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1439 N. Great Neck Rd. Suite 201
Virginia Beach, VA 23454
Chris Brown
Phone: 757-416-6533
Fax: 757.412.1060
Email: cbrown@mythics.com

Company Name: West Virginia Department of Tax

Estimate Number: LS-WVT-22818-DBODA
Estimate prepared on: February 28, 2018
Valid thru: June 30, 2018

LICENSES, HARDWARE, SERVICES, AND SUPPORT

Oracle Licenses

Item Nbr	Oracle Product Description	Term	Oracle License Type	Number of Licenses	Discounted Unit Price	Extended Price
1	Oracle Database Enterprise Edition*	Perpetual	Processor	8	\$ 24,937.50	\$ 199,500.00
2	Real Application Clusters*	Perpetual	Processor	8	\$ 12,075.00	\$ 96,600.00
3	Advanced Security*	Perpetual	Processor	8	\$ 7,875.00	\$ 63,000.00
4	Diagnostics Pack*	Perpetual	Processor	8	\$ 3,937.50	\$ 31,500.00
5	Tuning Pack *	Perpetual	Processor	8	\$ 2,625.00	\$ 21,000.00
SUBTOTAL: LICENSE						\$ 411,600.00
SUBTOTAL: YEAR 1 LICENSE SUPPORT AND UPDATE RIGHTS						\$ 90,552.00
SUBTOTAL: FEE						\$ 502,152.00

(*) These products are pursuant to the terms and conditions of Oracle Master Agreement 226883

Oracle Database Appliance

Item Nbr	Oracle Product Description	Part Number	Quantity	Discounted Unit Price	Extended Price
1	Oracle Database Appliance X7-2-HA: model family**	7118379	1	\$ -	\$ -
2	Oracle Database Appliance X7-2-HA server: model family**	7117455	1	\$ -	\$ -
3	Oracle Database Appliance X7-2-HA with 2 servers**	7117458	1	\$ 35,150.50	\$ 35,150.50
4	Sun 10Gbps Dual Rate SFP+ SR**	2129A	4	\$ 157.50	\$ 630.00
5	Power cord: Sun Rack 2 jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation)**	SR-JUMP-2MC13	4	\$ 21.75	\$ 87.00
6	Oracle Database Appliance X7 memory expansion kit - six 32 GB DIMMs**	7117433	4	\$ 4,500.00	\$ 18,000.00
7	Oracle Database Appliance X7-2-HA Storage: model family**	7117467	1	\$ -	\$ -
8	Power cord: Sun Rack 2 jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation)**	SR-JUMP-2MC13	2	\$ 21.75	\$ 43.50
9	Oracle Database Appliance X7-2-HA storage enclosure populated with five 3.2 TB SSDs and four 800 GB SSDs**	7117457	1	\$ 28,759.50	\$ 28,759.50
10	One Year Premier Support for Systems - Renewal Partner**	B58179	1	\$ 9,920.46	\$ 9,920.46
11	Oracle Standard System Installation Service, Site Audit: Engineered Systems - Group II**	B74194	1	\$ 4,050.69	\$ 4,050.69
12	Hardware Freight Fee**	B59411	1	\$ -	\$ -
SUBTOTAL: HARDWARE					\$ 82,670.50
SUBTOTAL: ORACLE PREMIER SUPPORT FOR SYSTEMS					\$ 9,920.46
SUBTOTAL: INSTALLATION					\$ 4,050.69
SUBTOTAL: HW FREIGHT FEE					\$ -
SUBTOTAL: FEE					\$ 96,641.65

(**) These products are pursuant to the terms and conditions of MLSA HWSW 0118

TOTAL SOFTWARE, HARDWARE, and 1ST YEAR SUPPORT***		\$ 598,793.65
****Subtotal: Consulting Services		\$ 48,050.00
(****) Mythics Consulting Services are in reference to Mythics Statement of Work/Proposal #90651, dated 5/30/2018		
YEAR 2 LICENSE SUPPORT AND UPDATE RIGHTS and PREMIER SUPPORT FOR SYSTEMS:		\$ 104,491.36
YEAR 3 LICENSE SUPPORT AND UPDATE RIGHTS and PREMIER SUPPORT FOR SYSTEMS		\$ 108,671.01
YEAR 4 LICENSE SUPPORT AND UPDATE RIGHTS and PREMIER SUPPORT FOR SYSTEMS		\$ 113,017.85

This quotation is subject to management approval

TOTAL CONTRACT VALUE***		\$ 973,023.87
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*** By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.



Additional Information:
This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.
Mythics DUNS#: 013358002
Mythics Fed Tax ID# 54-1987871
CAGE CODE: 1TA34

NAIC: 423430
Support services are provided under Oracle's then current technical support policies located at: <http://www.oracle.com/support/policies.html>
You agree that Mythics has the right to cancel your support due to non-payment.
Media is available for download at no additional cost at <http://edelivery.oracle.com/>

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable.

Purchasing Instructions:

Please reference Mythics Estimate Number Estimate Number: and include the following statements in your order:
1. This order is placed pursuant to the terms and conditions of :
Oracle Licenses - Oracle Master Agreement 226883
Oracle Database Appliance - MLSA HWSW 0118
2. Payment Terms:
License: Net 30
Support: QIA
Hardware: Net 30 - Upon Delivery
Consulting Services: Net 30

Fax order to 757-412-1060 or email to cbrown@mythics.com



A. Agreement/Definitions

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

B. Applicability of Agreement

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

C. Rights Granted

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

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

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Mythics License and Services Agreement – MLSA Version HWSW 0118

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- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs, Operating System, Integrated Software and/or Integrated Software Options (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
- publish results of any benchmark tests run on the Programs and/or Hardware;

E. Warranties, Disclaimers and Exclusive Remedies

1. Program Warranty

Mythics warrants that a Program licensed to you will operate in all material respects as described in the applicable Program documentation for one year from delivery (i.e., via physical shipment or electronic download). You must notify Mythics and Oracle of any Program warranty deficiency within one year from delivery. Mythics and Oracle also warrant that Services ordered will be provided in a professional manner consistent with industry standards. You must notify Mythics and Oracle of any Services warranty deficiencies within 90 days from performance of the deficient Services.

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

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

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.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR



CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. Hardware Warranty

Mythics provides a limited warranty ("Oracle Hardware Warranty") for (i) the Hardware, (ii) the Operating System and the Integrated Software and the Integrated Software Options, and (iii) the Operating System media and the Integrated Software media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Mythics warrants that the Hardware will be free from, and using the Operating System and Integrated Software and Integrated Software Options will not cause in the Hardware, material defects in materials and workmanship for one year from the date the Hardware is shipped to You. Mythics warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is shipped to You. **MYTHICS AND ORACLE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE.** You may access a more detailed description of the limited Oracle Hardware Warranty at <http://www.oracle.com/support/policies.html> ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to Hardware or media ordered prior to such change.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND MYTHICS' ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID 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.

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

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.

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

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

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

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

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



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time of purchase.

F. Trial Programs

You may order additional and/or trial Programs, or Mythics or Oracle may include additional Programs or Programs

on the Hardware (e.g., Exadata Storage Server software) with your order and you are not authorized to use those Programs unless you have a license specifically granting you the right to do so; however, you may use those additional Programs only for trial, non-production purposes for up to 30 days from the date of delivery provided that you may not use the additional and/or trial Programs to provide or attend third party training on the content and/or functionality of the Programs.

You have 30 days from the delivery date to evaluate these Programs, subject to the terms of this agreement. If you decide to use any of these Programs after the 30 day trial period, you must obtain a license for such Programs from Mythics or Oracle. If you decide not to obtain a license for any additional and/or trial Program after the 30 day trial period, you will cease using and will delete any such Programs from your computer systems. Additional and/or trial Programs included with an order are provided "as is" and Oracle and Mythics do not provide technical support or offer any warranties for these Programs.

G. Indemnification

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

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

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



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Mythics or Oracle will not indemnify you for any claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

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

H. Technical Support

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

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

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

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

I. End of Agreement

If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this



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agreement. If Mythics ends this agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for Hardware and Programs ordered and/or Services received under this agreement plus related taxes and expenses. If Mythics or Oracle ends the license for a program under the Indemnification section, you must pay within 30 days all amounts remaining

unpaid for Services related to such license plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use the Hardware, Programs and/or Services ordered. You further agree that if you have used an Oracle Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the Hardware, Programs and/or Services that are subject to such contract. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, and others that by their nature are intended to survive. Upon the termination of this agreement you shall discontinue use and destroy or return to Mythics all copies of Programs and documentation.

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

J. Fees and Taxes

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

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

K. Nondisclosure

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

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

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



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L. Entire Agreement

You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the Programs, Hardware, Operating System, Integrated Software,

Integrated Software Options and/or Services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Programs, Hardware, Operating System, Integrated Software, Integrated Software Options and/or Services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement and any Mythics ordering document shall supersede the terms in any purchase order or other non-Mythics document and no terms included in any such purchase order or other non-Mythics document shall apply to the Programs, Hardware, Operating System, Integrated Software, Integrated Software Options and/or Services ordered. This agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Mythics. Any notice required under this agreement shall be provided to the other party in writing. Notwithstanding the above, additional terms specific to Oracle services, which are required by Oracle at the time of the applicable order shall be provided to you and will apply to the Oracle services under this agreement.

M. Limitation of Liability

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

N. Export

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

O. Other

1. This agreement is governed by the substantive and procedural laws of West Virginia, and you and Mythics agree to submit to the exclusive jurisdiction of, and venue in, the federal courts in the Eastern District of West Virginia, or the state courts in Virginia Beach, VA in any dispute arising out of or relating to this agreement. Mythics agrees and acknowledges that the sole forum for any claim or lawsuit Mythics may have arising from this Agreement is the Court of Claims of the State of West Virginia.
2. If you have a dispute with Mythics or if you wish to provide a notice under the Indemnification section of this agreement, you will promptly send written notice to: Mythics, Inc., 4525 Main Street. Suite 1500, Virginia Beach, VA 23462, Attention: General Counsel, Legal Department.



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3. You may not assign this agreement or give or transfer the Programs, the Operating System, the Integrated Software, the Integrated Software Options, and/or any Services or an interest in them to another individual or entity. If you grant a security interest in the Programs, the Operating System, the Integrated Software, the Integrated Software Options, and/or any Services, the secured party has no right to use or transfer the Programs, the Operating System, the Integrated Software, the Integrated Software Options, and/or any Services, and if you decide to finance your acquisition of the Hardware, Programs, Operating System, Integrated Software, Integrated Software Options and/or any Services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.
4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.
5. Upon 45 days written notice, Mythics (or Oracle, who may be assigned Mythics' audit rights or be provided with the audit results) may audit your use of the Programs, Operating System, Integrated Software and Integrated Software Options. You agree to cooperate with Mythics' or Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the Programs, Operating System, Integrated Software and Integrated Software Options in excess of your license rights. If you do not pay, Mythics or Oracle can end your (a) technical support, licenses and/or this agreement (b) Service Offerings (including technical support) related to the Operating System, Integrated Software and Integrated Software Options, (c) licenses of the Operating System, Integrated Software and Integrated Software Options ordered under this amendment and related agreements. You agree that Mythics and Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.
6. The Uniform Computer Information Transactions Act does not apply to this agreement or orders placed under it.
7. Oracle shall not be required to perform any obligations or incur any liability not expressly set forth herein. Oracle is not liable for nor bound by the acts of any third party firm, including Mythics, that is retained by you to provide computer consulting Services. Such firms are independent of Oracle and not Oracle's agents.
8. Oracle Programs, including 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.
9. By executing and/or referencing this agreement You disclaim, to the extent permitted by applicable law, liability for (a) any damages, whether direct, indirect, incidental, special, punitive, or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Programs and/or Hardware.

P. Force Majeure

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



Q. License Definitions and Rules

To fully understand your license grant, you need to review the definition for the licensing metric and term designation as well as the licensing rules that are listed in Exhibit A attached hereto and are incorporated in and made a part of this agreement. These license rules are current as of the date of this Agreement. However, Oracle's license rules and definitions are subject to change for future purchases referencing this agreement.

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

MYTHICS, INC.

Company Name: _____

By: _____
(Signature)

By: _____
(Signature)

(Printed Name and Title)

(Printed Name and Title)

Date: _____

Date: _____

Mythics License and Services Agreement Hardware Terms Exhibit

A. Terms Specific to Hardware and Hardware Support Services

1. Hardware Composition

- a. Your Hardware order consists of the following items: Operating System (as defined in your configuration), integrated software, and all Hardware equipment (including components, options and spare parts) specified on the applicable order. Your Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until you separately order them and agree to pay additional fees. You have the right to use the Operating System delivered with the Hardware subject to the terms of the license agreement(s) delivered with the Hardware. Current versions of the license agreements are located at <http://oracle.com/contracts>. You are licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part of the Hardware.
- b. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of this agreement and the applicable documentation. You are licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of, the Hardware. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software Options that you separately order subject to the terms of this agreement, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of this agreement. You are licensed to use those Integrated Software Options and any Integrated Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To fully understand your license right to any Integrated Software Options that you separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the agreement and the Integrated Software Options



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License Rules, the Integrated Software Options License Rules shall take precedence.

- c. The Operating System, Integrated Software and/or Integrated Software Options may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the Operating System, Integrated Software, and Integrated Software

Options under such terms are not restricted in any way by the agreement including this amendment. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Integrated Software and Integrated Software Options.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code you received as binaries on physical media, you may receive a copy of the source code ("source code") on media via postal service by submitting a written request at <http://www.oracle.com/technetwork/opensource/index.html>. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-50P10, Redwood Shores, CA 94065. Your request should include the name and version number of the Product, Your name, your company name (if applicable), your return mailing address, and Your email address. Certain source distributions require a fee for physical media; in such case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of the last delivery of the applicable Product, or in the case of code licensed under the GPLv3, You may send a request for as long as Oracle offers spare parts or technical support for the applicable Product model. This offer only applies if you received Your Operating System, Integrated Software or Integrated Software Options on physical media.

- d. Not all Hardware contains Integrated Software Options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at <http://oracle.com/contracts> (the "Integrated Software Options License Rules") for the specific Integrated Software Options that may apply to specific Hardware. Oracle reserves the right to designate new software features as Integrated Software Options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules
- e. You acknowledge that to operate certain Hardware your facility must meet a minimum set of requirements as described in the Hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable Hardware documentation.

2. Use Restriction

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. Use of the Hardware, Integrated Software, and Integrated Software Options for these purposes is prohibited.

3. Hardware Related Service Offerings

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

4. Delivery, Installation and Acceptance of Hardware



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- a. You are responsible for installation of the Hardware, unless you purchase installation Services from Mythics or Oracle with respect to such Hardware.
- b. Mythics or Oracle will deliver the Hardware to the delivery address specified by you on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified on the order. The applicable country specific Hardware shipping terms are located in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.
- c. Acceptance of the Hardware occurs on delivery.
- d. Mythics or Oracle may make and invoice you for partial deliveries.
- e. Mythics or Oracle may make product substitutions and modifications that do not cause a material adverse effect in overall Hardware performance.
- f. Mythics or Oracle will use its reasonable commercial efforts to deliver the Hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of Hardware that you have ordered.

5. Transfer of Title

Title to the Hardware will transfer upon delivery.

B. General Terms

1. Commencement Date

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

2. Territory

- a. The Hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.
- b. The Program licenses shall be for use as designated on each order.

3. Pricing, Invoicing, and Payment Obligation

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

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

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

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



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

e. Unless otherwise agreed, Hardware-related Service Offering fees are invoiced in advance of the Hardware-related Service Offering performance; specifically, technical support fees are invoiced annually in advance. The period of performance for all Hardware-related Service Offerings is effective upon the Commencement Date

of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

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

4. Segmentation

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

EXHIBIT A

Definitions and License Metrics

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

Application Module: is defined as a Program used by You on a single or multiple computers

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

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

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

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against



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the application program for which you have also acquired non read-only licenses, regardless of whether the individual is actively using the programs at any given time.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the program (measured explicitly in the program as Received Data

Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless you acquire additional CRF Page licenses from Oracle.

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

Client Application Loader Client: is defined as a device that receives its configuration from a client application server.

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

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

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

5 Concurrent Users: is defined as five concurrent users where each Concurrent User is an individual who is authorized by you to access the Program concurrently with other individuals at any given time.

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

Concurrent Connection: is defined as each connection to a Serduct/Datalink. A Serduct/Datalink is defined as an interface that renders the Infor software operable for use with Micros Applications.

Connected Device: is defined as each unique device that (a) transmits data to or receives data from Oracle application Programs or Oracle cloud services and (b) that does not require any human interaction or human input to execute Oracle application business logic or to update Oracle application tables. Devices include, but are not limited to, sensors, meters, RFID readers, and barcode scanners. Devices may be connected directly to Oracle application Programs or Oracle cloud services, or may be connected indirectly to Oracle application Programs or Oracle cloud services through a gateway device or a third-party communications service. A device may be uniquely identified as being the endpoint of communication of data to or from an Oracle application Program or an Oracle cloud service, or may be uniquely identified by its explicit registry with an Oracle application Program or an Oracle cloud service.

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

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



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Connector Pack: is defined as a collection of connectors as specified in the Program Documentation for the applicable Connector Pack. There is no limitation on the number of physical servers on which any of the connectors in the pack may be copied, installed and used.

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

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

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

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

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

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

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

10,000 Daily Average Transactions: is defined as ten thousand unique transactions (including but not limited to sales transactions, return transactions, exchange transactions, loyalty transactions, deal transactions, gift card transactions, inventory transactions, petty cash transactions, and administrative transactions) that are processed by the Program in a single 24 hour period. The daily transaction volume is calculated as the daily average over the prior 12 month period.

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

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

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

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



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

employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. Employees for HCM may only use the licensed Programs with Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name.

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

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

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

Enterprise Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program. The value of these program licenses is determined by the number of Enterprise Trainees. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise Trainees as of such date.

Enterprise \$M in Cost of Goods Sold: Enterprise \$M Cost of Goods Sold is defined as one million U.S. dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you



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then Cost of Goods Sold shall be equal to 75% of total company revenue. The value of these program licenses is determined by the amount of Enterprise \$M Cost of Goods Sold. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M Cost of Goods Sold as of the effective date of your order. If at any time the amount of Enterprise \$M Cost of Goods Sold exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not entitled to

any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Cost of Goods Sold. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise \$M Cost of Goods Sold as of such date.

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

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

Enterprise \$M in Revenue: Enterprise \$M in Revenue is defined as one million U.S. dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year. The value of these program licenses is determined by the amount of Enterprise \$M in Revenue. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Revenue as of the effective date of your order. If at any time the amount of Enterprise \$M in Revenue exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M in Revenue is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M in Revenue. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise \$M in Revenue as of such date.

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

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

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



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

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

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

25,000 Gift Cards: is defined as twenty-five thousand value cards (gift or stored) that are generated by the Program during a 12 month period.

Guest Cabin: is defined as a guest cabin onboard a cruise ship managed by the Program. You must license the total number of Guest Cabins onboard each cruise ship managed by the Program and the licensed quantity of Guest Cabin licenses may not be shared across multiple cruise ships.

For the purposes of the Cruise Fleet Management, Cruise Crew Management, Cruise Materials Management HQ and Sub-HQ Programs, You must license the total number of Guest Cabins onboard all ships or vessels in the fleet that are managed by the Program.

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

For the purposes of the Oracle Hospitality Suite8 Interface Programs, a unique Guest Room license is required for each distinct product with which an Oracle Hospitality Suite8 Program is required to interface. For example, a customer requiring interfaces of an Oracle Hospitality Suite8 Program with three distinct products must have three separate Guest Room licenses.

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

Oracle Hospitality Consulting Services: are defined as services for which the description may be found in the Oracle Hospitality Global Business Unit ("Micros") Consulting Service Descriptions section at www.oracle.com/contracts and which is incorporated by reference.

Hospitality Suite: is defined as an entertainment space that typically includes, but is not limited to, a kitchenette, restroom, table and seats within an arena, stadium, concert venue or other venue that is managed by the Program.

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

Instance: is defined as a single database environment. Test, production, and development environments are considered three separate instances that must each be licensed.

Interface: is defined as each interface connecting the Oracle Program with a third party product. A unique Interface license is required for each distinct third party product with which the Oracle Program is required to interface.

Inventory Location: is defined as a dedicated physical inventory space used by vendors to store their inventory within an arena, stadium, concert venue or other venue that is managed by the Program. Each dedicated physical inventory space must be counted as one Inventory Location.

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



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

Kitchen Display Client: is defined as a device that is used to display and monitor the status of ordered items. If

multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

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

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

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

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

Merchandise: is defined as a unique item or SKU of consumer good. Module: is defined as each production database running the programs.

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

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



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

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

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

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

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

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



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

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

For the purposes of the following Program: Oracle GoldenGate for Big Data, only the users of the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all users for all sources must be counted.

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

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

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

For the purposes of the following Programs: Oracle Mobile Suite Client Runtime and Application Development Framework Mobile, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

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

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

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

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

1,000 Page Views: is defined as 1,000 Page Views per Month, where one Page View means one visit by a unique internet user to a particular page on a website.

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

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total



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number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

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

PIN Entry Device (PED): is defined as an electronic hardware device that is used in a debit, credit or smart card-based transaction to accept and encrypt the cardholder's personal identification number (PIN).

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

POS Client: is defined as a device that is used to record any part of a sales transaction or related end-user functionality such as workstation reporting, cash management, engagement, table management, or manager operations. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Guest Access POS and Device Client Program, a POS Client is a guest access control method that includes, but is not limited to, turnstiles, gates and swing doors that are managed by the Program. For each guest access control method, both entrance and exit points must be counted for the purposes of determining the number of licenses required. For example, each turnstile must be counted as two POS Clients (one for entrance and one for exit).

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition 2, Standard Edition One or Standard Edition in the product name (with the exception of WebCenter Enterprise Capture Standard Edition, Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

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

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

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

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

For the purposes of the following Programs: Data Masking and Subsetting Pack and Data Masking only (a) the



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processors running the database servers where masked data or data subsets originate and (b) the processors running the database servers performing the masking or subsetting operations (via GUI or command line) must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD

Edwards EnterpriseOne, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application program are running must be counted for the purpose of determining the number of licenses required.

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

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

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

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

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

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

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

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

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

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



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Project: is defined as a scheduled stage gate process plan in operation.

Property: is defined as a location with a single physical address.

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

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

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

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

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

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

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

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

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

For the purposes of the Hyperion Data Relationship Management program, a record is defined as the unique occurrence of any business object or master data construct that you choose to manage within the program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that



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either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

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

Management and Supplier Hub programs.

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

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

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

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

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

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

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

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

Retail Store: is defined as any location where two or more people are employed to generate revenue by selling goods and services to customers.

Retail Wireless Device: is defined as a detached device that accesses the Program. Examples of wireless devices include but are not limited to, scanners, RF devices, PDAs.

Revenue Center: is defined as a logical reporting as configured within a Location. For example, a restaurant that keeps its reports and configuration separate from its bar and its room service would require 3 Revenue Center licenses (one for the restaurant, one for the bar and one for room service).

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are



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provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

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

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

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

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

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

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

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

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

Store: is defined as a physical store location which sells goods or services that utilize one Point-of-Sale (POS) system. If a physical store location has multiple POS systems, then each POS system must be counted as a Store.

Stream: is defined as a concurrent backup or restore job to a tape, disk or cloud target. For tape targets (which would be a physical tape drive (e.g., T10000D or LTO6) or a virtual tape drive), each configured tape drive within the



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Oracle Secure Backup domain must be counted for determining the number of licenses required. For disk targets, each concurrent job defined per Oracle Secure Backup disk pool must be counted for determining the number of licenses required. For Cloud based targets utilizing the Oracle Secure Backup Cloud Module, each parallel Recovery Manager (RMAN) channel must be counted for determining the number of licenses required.

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

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

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

System: is defined as a single configuration environment. Test, production, and development configurations are considered three separate systems that must each be licensed.

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

Tape Library Slot: is defined as a physical slot location within a tape library where each slot accepts a single tape cartridge.

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

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

Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order.



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If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

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

renewal year will not increase by more than 4% over the prior year's fees.

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

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

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

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

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

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

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

Transaction Services Client: is defined as a device that is used to receive data from an external source to record a sales transaction (e.g., a device in a coffee shop that is used by customers to enter their sandwich orders). If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Symphony Transaction Services Program, devices that are used to send property or revenue center configuration to an external source must be counted as Transaction Services Clients. For example, if a digital signage provider wants to display menu item information (e.g., price, name, etc.) on a menu board behind the counter and the menu board system requests that a device provides a list of the menu items and prices that are available for purchase, then that device must be licensed as Transaction Services Client.

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

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

Video Wrapper: is defined as a standardized container that acts as a file system for video assets installed per site.



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Examples of video wrapper formats include GXF, MXF, OP1A, AVI, Quicktime and LXF.

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

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

Term Designation

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

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

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

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

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

- Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. When used with Oracle Real Application Clusters, Oracle Database Standard Edition 2 may only be licensed on a maximum of 2 one-socket servers. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. When used with Oracle Real Application Clusters, each Oracle Database Standard Edition 2 database may use a maximum of 8 CPU threads per instance at any time. If You purchase Named User Plus (NUP) licenses, You must maintain a minimum of 10 NUP per server
- If you are licensing the Oracle database Program, you may not cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of data formats included in or produced by that Program; the foregoing includes a prohibition on reverse engineering of code, data structures, file formats or memory formats included in or produced by that Program or use of any tools or products that have been derived from the reverse engineering of that Program or those data formats.
- Exadata Database In-Memory may only be used on Exadata Database Machines and Oracle Superclusters.
- Exadata Multitenant may only be used on Exadata Database Machines and Oracle Superclusters.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One,



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one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.

- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business

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

- With respect to the Java SE Advanced and Java SE Suite programs, you may not create, modify, or change the behavior of, or authorize your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at <http://oracle.com/contracts>. Additional copyright notices and license terms applicable to portions of the programs are set forth at <http://oracle.com/contracts>.

- Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance Oracle Primavera, Oracle Hospitality, Oracle XBRI, and Oracle Relate. For those prefixes designated above with a "*" not all programs with that prefix are eligible for use with the "for Oracle Applications" limited use programs. For a list of excluded programs please review the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>. Notwithstanding anything above, Oracle Business Intelligence Extended Edition for Oracle Applications may only be used with "eligible" Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance. Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics programs. Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may also be used with the following programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition; and Oracle Project Analytics. Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and, other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.

- Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Foundation Suite); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Suite Foundation Edition); or (iii) the



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dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.

- Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.
- Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.
- Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.
- Oracle WebCenter Portal for Oracle Applications may be used only to surface eligible Oracle Application(s) and custom applications (collectively, "eligible applications"). Surfacing any third-party applications, including other applications from Oracle, requires a license for Oracle WebCenter Portal. Multiple eligible applications may be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter services (e.g., wikis, blogs, and discussions) into an application context, as well as to build out custom workflows and notifications between the eligible application and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Oracle Applications program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.
- Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify pre-packaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's) from Oracle Application workflows. A license for WebCenter Imaging for Oracle Applications is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, to develop custom workflows, and to invoke APIs from custom workflows or custom application integrations.
- Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications
- Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.
- Oracle GoldenGate for Oracle Applications may only be used with the Oracle supplied integration jobs. Customization of the Oracle supplied integration jobs is allowed if necessitated by (i) customizations of the source application or of the target application or (ii) for performance tuning of the GoldenGate configuration. Oracle GoldenGate for Oracle Applications may not be used (i) for data replication to non-Oracle databases or (ii) by other Oracle applications or (iii) by third party applications for any type of data integration or replication purposes. For the avoidance of doubt, examples of other uses that are not permitted include, but are not limited to, the following: replicating data to non-Oracle databases (including MySQL), adding new source or target schemas, adding unsupported application modules to source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.
- The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.
- The license for the Hyperion Planning Plus program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs may only be used to access data from the Hyperion Planning Plus program. The Oracle Data Integrator for Oracle Business Intelligence Program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus program.



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Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus program and the Aggregate Storage option component of the Oracle Essbase Plus program may not be used.

- The license for the Hyperion Profitability and Cost Management program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and The Oracle Data Integrator for Oracle Business Intelligence Program may only be used to access data from the Hyperion Profitability and Cost Management program. Specifically, the Oracle Essbase Plus

program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management program and the Aggregate Storage option component of the Oracle Essbase Plus program may not be used.

If You purchase Named User Plus licenses for the Programs listed below, You must maintain 25 Named Users Plus per Processor:

- Oracle Database Enterprise Edition
- NoSQL Database Enterprise Edition
- Times Ten In-Memory Database
- Rdb Enterprise Edition
- CODASYL DBMS
- Data Integrator Enterprise Edition
- GoldenGate
- GoldenGate for Non Oracle Database
- GoldenGate for Mainframe
- GoldenGate Veridata
- GoldenGate for Teradata Replication Services
- GoldenGate for Big Data
- GoldenGate Foundation Suite
- Data Integrator Enterprise Edition for Oracle Applications
- GoldenGate for Oracle Applications
- Endeca Discovery Foundation for Oracle Applications

If You purchase Named User Plus licenses for the Programs listed below, You must maintain 10 Named Users Plus per Processor:

- Java SE Advanced
- Java SE Suite
- WebLogic Server Standard Edition
- WebLogic Server Enterprise Edition
- WebLogic Suite
- Web Tier
- Coherence Standard Edition One
- Coherence Enterprise Edition
- Coherence Grid Edition
- TopLink and Application Development Framework
- GlassFish Server
- Internet Application Server Standard Edition*
- Internet Application Server Enterprise Edition*
- API Gateway
- BPEL Process Manager
- WebLogic Integration
- Service Registry
- Enterprise Repository
- Forms and Reports
- Managed File Transfer
- Tuxedo
- Event Processing
- SOA Suite for Non Oracle Middleware
- Unified Business Process Management Suite for Non Oracle Middleware



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- Business Process Management Standard Edition
- Application Adapters
- Oracle E-Business Suite Adapter
- Integration Adapter for SAP R/3
- Integration Adapter for JD Edwards World
- Integration Adapter for Siebel
- Cloud Adapters
- B2B for RosettaNet

- B2B for EDI
- Healthcare Adapter
- B2B for ebXML
- WebCenter Suite Plus
- WebCenter Portal
- WebCenter Content
- WebCenter Sites
- WebCenter Sites Satellite Server
- WebCenter Universal Content Management
- WebCenter Imaging
- WebCenter Forms Recognition
- WebCenter Enterprise Capture
- WebCenter Distributed Capture
- WebCenter Real-Time Collaboration
- WebCenter Sites Mobile Option
- Enterprise Identity Services Suite
- Identity Governance Suite
- Access Management Suite Plus
- Entitlements Server
- Entitlements Server Security Module
- Beehive Enterprise Collaboration Server

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

- If You purchase Named User Plus licenses for the Oracle Database Personal Edition Program, You may only have a maximum of one Named User Plus per database.
- If You purchase Named User Plus licenses for the Business Intelligence Standard Edition One Program, You may only have a maximum number of fifty Named User Plus licenses.

- You are responsible for ensuring compliance with the Technology Associated Program Matching Table which may be accessed at <http://oracle.com/contracts>.

Licensing Rules for Applications:

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

Licensing Rules for ATG Applications

- The Oracle ATG Web Commerce Business Intelligence program and the Oracle ATG Web Commerce Business Intelligence Administrator program may only be used in conjunction with either the Oracle ATG Web Commerce program and/or the Oracle ATG Web Knowledge Manager program. You may, however, expand your data model to include other information provided the additional information supplements information is already included in the Oracle ATG Web Commerce program or in the Oracle ATG Knowledge Manager program.
- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.



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Licensing Rules for DIVA Programs

Failover: Subject to the conditions that follow below, Your license for the following Programs: Oracle DIVA Programs (Oracle DIVArchive Manager, Oracle DIVArchive Avid Connectivity, Oracle DIVArchive Application Filtering, Oracle DIVArchive Storage Plan Manager, Oracle DIVArchive Export / Import, and Oracle DIVArchive Automatic Data Migration) includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are connected to the disk cache or tape library, i.e., the machines are not in a clustered

environment and the machines share a disk array or tape library. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. Downtime for maintenance purposes counts towards the ten separate days limitation. Any use beyond the right granted in this section must be licensed separately.

Licensing Rules for JD Edwards Applications

- The programs also include GNU libgmp library; copyright 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained in the programs. The programs may also contain other third party products.
- Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at <http://oracle.com/contracts> for additional information.
- The Foundation program contains the development foundation environment/toolkit. You understand and acknowledge that any software program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE

Licensing Rules for Oracle E-Business Suite Applications

- Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (<https://support.oracle.com>). For new or unsupported customers, please contact Your Oracle Account Manager for this information.
- The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.



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Licensing Rules for Oracle Hospitality Cruise Applications

- The Oracle Hospitality Data Foundation for Cruise Program may only be used with Oracle Hospitality Cruise Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is allowed via the Oracle Hospitality Cruise Interface Programs only. You may not add new schemas or unsupported applications.

Licensing Rules for Oracle Hospitality Food and Beverage Applications

- The Oracle Hospitality Technology Foundation for Food and Beverage Program may only be used with the Oracle

Hospitality Symphony Point-of-Sale, Oracle Hospitality Symphony Transaction Services, Oracle Hospitality Symphony First Edition Point-of-Sale, Oracle Hospitality Symphony First Edition Transaction Services, Oracle Hospitality Reporting and Analytics, and Oracle Hospitality 9700 Foundation Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is allowed via the Oracle Hospitality Interface Programs only. You may not add new schemas or unsupported applications.

- For the Oracle XBRI Loss Prevention for Food and Beverage Program, You acknowledge that there are MicroStrategy, Inc. products (the "MicroStrategy Products") included with that Program and the MicroStrategy Products are subject to the following terms and conditions.

Licensing Rules for Oracle Hospitality Hotels Applications

- The Oracle Hospitality OPERA 5 Property Standard Program is limited to 55 functions as defined in the Program Documentation.
- The Oracle Hospitality OPERA 5 Property Lite Program is limited to 30 functions as defined in the Program Documentation.
- The Oracle Hospitality Suite8 Property Resort Edition Program is limited to 30 functions as defined in the Program Documentation.
- The Oracle Hospitality Suite8 Property Small Business Edition Program is limited to 18 functions as defined in the Program Documentation.
- The following Programs may only be used with the Oracle Hospitality OPERA Programs: Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Premium, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Standard, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Lite and Oracle Hospitality Technology Foundation for Hotel Central Office Systems. New reports or customizations of the included reports are allowed. Integration to third party systems is allowed via the Oracle Hospitality Interface Programs only. You may not add new schemas or unsupported applications.

- You are responsible for ensuring compliance with the Hospitality Associated Program Matching Table which may be accessed at <http://oracle.com/contracts>.

Licensing Rules for PeopleSoft Applications

- Your use of the Campus Self Service program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at <http://oracle.com/contracts>.

Licensing Rules for Primavera Applications

- For the purposes of the following Primavera programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, you acknowledge that you have both read and understand the limited Software Update License & Support services that are available for these programs, as described in Oracle's Technical Support Policies.
- For the purposes of the Primavera SureTrak and Primavera P3 Project Planner programs, you acknowledge that the agreement delivered to you with these programs, and not the end user license agreement contained in the product installation, governs the end user's use of these programs
- For the purposes of the following programs: Primavera P6 Enterprise Project Portfolio Management and Primavera P6 Enterprise Project Portfolio Management Web Services, developers and/or users (i) who are not already licensed for the Primavera P6 Enterprise Project Portfolio Management program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera P6 Enterprise Project Portfolio Management Web Services program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.
- For the purposes of the following programs: Primavera Contract Management Web Services and Primavera Contract Management, developers and/or users (i) who are not already licensed for the Primavera Contract Management program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera Contract Management Web Services program. "Access Points" includes, but is not limited to, third party, Oracle or



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custom versions of the following: interfaces, API's, web services and database links.

Licensing Rules for Oracle Retail Programs

- The Oracle Retail Technology Foundation for Store Applications Program may only be used with the Oracle Retail Point of Service Program, the Oracle Retail Back Office Program, the Oracle Retail XStore Point of Service Program and the Oracle Retail XStore Office Program. Any use of the Oracle Retail Technology Foundation for Store Applications Program by other Oracle Programs or third party Programs is not permitted.

Licensing Rules for Siebel Applications

- For the Siebel Branch Teller Services program, Siebel Internet Banking Services program, Siebel Retail Finance Foundation Services program and the Siebel Financial Transactions Workbench program, you may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the program documentation, all in accordance with the program documentation, and provided that such materials or modified materials shall be used solely with your licensed use of such programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the programs, ancillary programs, program documentation, or any other materials provided by Oracle, or to permit third parties to do so.
- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes you to use the program on only one Computer for a maximum of 20 Concurrent Users at any given time. A "Concurrent User" is defined as each individual that may concurrently use or access the Programs. Concurrent Users may only be Your existing customers or Your prospective customers, and may not be Your business partners or Your employees. The Siebel Marketing Server Program is licensed on a Computer basis together with the number of unique Customer Records that You may access using the Program. A "Customer Record" is defined as each unique Record (including contact records, prospect records and records in external data sources) that You may access using the Program.
- The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that you may access using the program together with the number of Brands that you may manage using the program.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users. An "Application User" is defined as an individual authorized by You to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.
- The users or processors of the Siebel Web Channel program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the programs that is defined in the Siebel Tools program.
- The Siebel Data Quality License may only be used with Oracle Master Data Management or Oracle CRM deployments.

Licensing Rules for Systems Software Programs

- Failover: Subject to the conditions that follow below, Your license for the following Programs: StorageTek QFS, StorageTek QFS Client, Oracle Hierarchical Storage Manager, StorageTek Automated Cartridge System Library Software (ACSL), includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are connected to the disk cache or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. Downtime for maintenance purposes counts towards the ten separate days limitation. Any use beyond the right granted in this section must be licensed separately.

Licensing Rules for Programs Licensed per UPK Module

- Oracle grants to you a non-exclusive, nontransferable license for your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying programs for your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying programs for your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that you have a valid license for the underlying program(s). You are prohibited from reselling or distributing



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the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by you using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by you solely for your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to you concerning your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by you as those contained in this agreement. Application and Employee User(s) of UPK programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Licensing Rules for MySQL Programs

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

Acme Packet Metrics Definitions

100 Concurrent Calls: is defined as one hundred simultaneous active end to end calls that the operations monitor sees, no matter the number of underlying devices. For example, the same concurrent call may be monitored on two or more sessions, one on each side of a back to back user agent.

25 Concurrent Sessions is defined as a maximum of 25 established virtual connections between two endpoints (with or without media anchoring) represented by subscriber devices or network switching equipment and traversing the licensed software at any one time.

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

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

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

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

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

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



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100 Transactions Per Second: is defined as one hundred transactions between client and server with explicit support of agents that contain a request message and a response message. The total number of new transactions for the entire system over a 30 second interval divided by 30 must be counted. For the purpose of the following program: Oracle Control Plane Monitor, Transaction Per Second is the total number of messages (requests/responses) from the source to destination regardless of how many devices and/or segments the messages traverse.

100 Trunks: is defined as one hundred session initiation protocol associations between servers or administrative domains that service multiple users and handle calls from multiple users.

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

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

Oracle Communications EAGLE

Card is defined as one EAGLE system card.

500K DB Entries is defined as five hundred thousand database entries in the international number portability database.

12M LNP Entries is defined as twelve million Local Number Portability database entries in the local number portability database.

Node is defined as a set of servers managed by one Operations, Alarms and Measurements (OAM) function.

250K Transactions per Second (TPS) is defined as two hundred and fifty thousand transactions between client and server with explicit support of agents that contain a request message and a response message. The total number of new transactions for the entire system over a five second interval during peak usage divided by five must be counted.

Oracle MaxRep Replication Engine

Terabyte is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes. The number of terabyte licenses required is determined by the total capacity of all primary Filesystems or primary SAN LUNs being replicated.

SPARC SuperCluster

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

StorageTek Tape Libraries

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

Sun ZFS Storage 7xxx Systems and ZFS Backup Appliance

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



Purchasing Division
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Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
21 — Info Technology

Proc Folder: 444520

Doc Description: Oracle Database Appliance and Licensing or Equal

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2018-05-15	2018-05-30 13:30:00	CRFQ 0702 TAX1800000018	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:

Mythics, Inc.
4525 Main Street,
Virginia Beach, VA 23462 Tel.# 757-452-5362

Mythics Inc.'s Bid is pursuant to Oracle Licenses - Oracle Master Agreement 226883, Oracle Database Appliance - MLSA HWSW 0118 incorporated by reference and made a part of hereof.

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
(304) 558-2063
michelle.l.childers@wv.gov

Signature X

FEIN # 54-1987871

DATE May 30, 2018

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

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish a contract for the purchase of an Oracle Database Appliance or equal and Oracle licenses or equal.

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.1 Oracle Database Appliance X7-2HA or equal	1.00000	EA	\$82,670.50	\$82,640.50

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :

PLEASE SEE SECTION 4.1.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.1.2.1 Oracle Database Enterprise Edition Licenses or equal	8.00000	EA	\$24,937.50	\$199,500.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :

PLEASE SEE SECTION 4.1.2.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.5.1 Software Support for Enterprise Edition Licenses	8	EA	\$5,486.25	\$43,890.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1.2.2 Oracle Real Application Clusters Licenses or equal	8.00000	EA	\$12,075.00	\$96,600.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :

PLEASE SEE SECTION 4.1.2.2 OF ATTACHED SPECIFICATION

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.1.5.1 Software Support for Real Application Clusters Licen	8	EA	\$2,656.50	\$21,252.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.1.2.3 Oracle Advanced Security Licenses or equal	8.000000	EA	\$7,875.00	\$63,000.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :

PLEASE SEE SECTION 4.1.2.3 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.1.5.1 Software Support for Oracle Advanced Security Licens	8	EA	\$1,732.50	\$13,860.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	4.1.2.4 Oracle Diagnostics Pack Licenses or equal	8.00000	EA	\$3,937.50	\$31,500.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :

PLEASE SEE SECTION 4.1.2.4 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	4.1.5.1 Software Support for Oracle Diagnostics Pack	8	EA	\$866.25	\$6,930.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	4.1.2.5 Oracle Tuning Pack Licenses or equal	8.00000	EA	\$2,625.00	\$21,000.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :

PLEASE SEE SECTION 4.1.2.5 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	4.1.2.5.1 Installation and Configuration Services	1	EA	\$48,050.00	\$48,050.00

Comm Code	Manufacturer	Specification	Model #
43232401			

Extended Description :

PLEASE SEE SECTION 4.1.3 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	4.1.5.1 Software Support for Tuning Pack Licenses	8	EA	\$577.50	\$4,620.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	4.1.4 Hardware Support for Oracle Database Appliance X7-2-HA	1	EA	\$9,920.46	\$9,920.46

Comm Code	Manufacturer	Specification	Model #
81111812			

PLEASE SEE SECTION 4.1.4 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	4.1.4 Hardware Support for Oracle Database Appliance Year 2	1	EA	\$10,317.28	\$10,317.28

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description :

PLEASE SEE SECTION 4.1.4 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	4.1.4 Hardware Support for Oracle Database Appliance Year 3	1	EA	\$10,729.97	\$10,729.97

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description :

PLEASE SEE SECTION 4.1.4 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	4.1.4 Software Support for Oracle Database Appliance Year 4	1	EA	\$11,159.17	\$11,159.17

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description :

PLEASE SEE SECTION 4.1.4 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	4.1.5.1 Software Support for Enterprise Edition Year 2	8	EA	\$5,705.70	\$45,645.60

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	4.1.5.1 Software Support for Enterprise Edition Year 3	8	EA	\$5,933.93	\$47,471.44

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	4.1.5.1 Software Support for Enterprise Edition Year 4	8	EA	\$6,171.29	\$49,370.30

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	4.1.5.1 Software Support Real Application Clusters Year 2	8	EA	\$2,762.76	\$22,102.08

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO	SHIP TO
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON WV25339-1748 US	INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	4.1.5.1 Software Support Real Application Clusters Year 3	8	EA	\$2,873.27	\$22,986.16

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO	SHIP TO
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON WV25339-1748 US	INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	4.1.5.1 Software Support Real Application Clusters Year 4	8	EA	\$2,988.20	\$23,905.61

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	4.1.5.1 Software Support for Oracle Advanced Security Year 2	8	EA	\$1,801.80	\$14,414.40

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	4.1.5.1 Software Support for Oracle Advanced Security Year 3	8	EA	\$1,873.87	\$14,990.96

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	4.1.5.1 Software Support for Oracle Advanced Security Year 4	8	EA	\$1,948.82	\$15,590.60

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	Oracle Software Support for Oracle Diagnostics Pack Year 2	8	EA	\$900.90	\$7,207.20

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	4.1.5.1 Software Support for Oracle Diagnostics Pack Year 3	8	EA	936.94	\$7,495.52

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON WV25339-1748		CHARLESTON WV 25301	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	4.1.5.1 Software Support for Oracle Diagnostics Pack Year 4	8	EA	\$974.42	\$7,795.34

Comm Code	Manufacturer	Specification	Model #
81112200			

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON WV25339-1748		CHARLESTON WV 25301	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	4.1.5.1 Software Support for Tuning Pack Licenses Year 2	8	EA	\$600.60	\$4,804.80

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON WV25339-1748		CHARLESTON WV 25301	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	4.1.5.1 Software Support for Tuning Pack Licenses Year 3	8	EA	\$624.62	\$4,996.96

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	Pack Licenses Year 4	8	EA	\$649.60	\$5,196.84

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **May 22, 2018 at 10:00 AM EDT**

Submit Questions to: **Michelle Childers, Senior Buyer**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: **Michelle.L.Childers@wv.gov**

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:	Oracle Database Appliance and Licensing or Equal
BUYER:	Michelle Childers, Senior Buyer
SOLICITATION NO.:	CRFQ 0702 TAX 1800000018
BID OPENING DATE:	May 30, 2018
BID OPENING TIME:	1:30 p.m.
FAX NUMBER:	304-558-4115

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- ☐ Technical
☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: May 30, 2018 at 1:30 PM EDT

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that

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

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **General Liability Insurance** in at least an amount of: \$1,000,000.00

☐ **Automobile Liability Insurance** in at least an amount of: _____

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____

☒ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \$1,000,000.00

☐ **Cyber Liability Insurance** in an amount of: _____

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐☐☐☐☐

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐

☐ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: The Contract shall be contingent upon the availability of funds for the project being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The

secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the

the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

37. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project 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. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West

Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of

Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those

this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

REQUEST FOR QUOTATION
Oracle Database Appliance & Licensing or Equal

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish a contract for the purchase of an Oracle Database Appliance or equal and Oracle licenses or equal.

CURRENT OPERATING ENVIRONMENT: The IAS system that is supported by Tyler Technologies is used by both the WV Tax Property Tax Division and by the County Assessor's Offices to manage property tax records. The majority of the users (600-700) are in the county offices. This system is responsible for nearly \$2 billion in tax revenue for the counties. The system is hosted by Tax at the state data center in Building 6 at the Capitol Complex. *The system runs an application called IAS that is maintained and sold by Tyler Technologies which runs its databases exclusively on Oracle.* The counties connect to the system using private network links into the WVNET system which then connect to the WVNET de-militarized zone (DMZ) to which IAS connects. User sessions are hosted on remote desktop servers in an effort to control application to database latency, however, this remote client-server model is both inefficient and dated, and introduces significant user to application latency.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1. **"Contract Item"** means Database Appliance and Oracle licenses as more fully described by these specifications.
 - 2.2. **"Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4. **"Cores"** means the basic computation unit of the CPU (Central Processing Unit).
 - 2.5. **"GB"** means gigabyte which is a measure of computer data storage capacity that is roughly equivalent to 1 billion bytes.
 - 2.6. **"GBe"** means the term describing various technologies for transmitting Ethernet frames at a rate of a gigabit per second (1,000,000,000 bits per second), as defined by the IEEE 802.3-2008 standard.
 - 2.7. **"GHz"** is an abbreviation for gigahertz, with one GHz represents 1 billion cycles per second.

REQUEST FOR QUOTATION
Oracle Database Appliance & Licensing or Equal

- 2.8. “LDAP” stands for Lightweight Directory Access Protocol which is a directory service protocol that runs on a layer above the TCP/IP stack.
 - 2.9. “PCIe” is a high-speed serial computer expansion bus standard.
 - 2.10. “PL/SQL” stands for procedural language/structured language which is Oracle’s procedural extension for SQL and the Oracle relational database.
 - 2.11. “TB” is an abbreviation for terabyte which is a multiple of the unit byte for digital information.
 - 2.12. “RAC” stands for Oracle Real Application Clusters which is an option for the Oracle database that provides clustering and high availability in Oracle database environments.
 - 2.13. “RMAN” is a backup and recovery manager for Oracle databases.
 - 2.14. “SMTP” means simple mail transfer protocol which is an internet standard for electronic mail (email) transmission.
 - 2.15. “SQL” stands for Structured Query Language.
 - 2.16. “SYSLOG” is a way for network devices to send event messages to a logging server.
 - 2.17. “USB” is short for universal serial bus, is an industry standard initially developed in the mid 1990’s that defines the cables, connectors, and communications protocols used in a bus for connection, communication, and power supply between computers and electronic devices.
 - 2.18. “10GBASE-T” means a computer networking technology for transmitting Ethernet frames at a rate of 10 gigabits per second.
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1. Vendor must be the manufacturer or an authorized reseller of its proposed hardware. Agency reserves the right to request proof of authorization.
 - 3.2. Vendor should be an Oracle Platinum Partner.

REQUEST FOR QUOTATION
Oracle Database Appliance & Licensing or Equal

- 3.3. Vendor must be specialized in Oracle Database Appliance, Oracle OEM, and Oracle Database.
- 3.4. Vendor must have Oracle X7 implementation experience.
- 3.5. Compliance with experience requirements will be determined prior to contract award by the State through documentation provided by the Vendor with its bid or upon confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

4. GENERAL REQUIREMENTS:

- 4.1. **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

- 4.1.1. **Oracle Database Appliance X7-2-HA or Equal**

- 4.1.1.1. The appliance must include two Servers and one Storage Shelf. Must have the ability to add a 2nd Storage Shelf for future storage expansion.
- 4.1.1.2. Each server must have two processors, each processor must have 18 cores at 2.3 GHZ or higher clock speed.
- 4.1.1.3. Each server must have 768 GB of memory.
- 4.1.1.4. Server must have two hot swappable solid-state drives installed that are a minimum 480 GB and able to be mirrored.
- 4.1.1.5. Each Server must have a minimum of two (2) 3.0 USB ports
- 4.1.1.6. Each Server must have two 10GBase-T ports for external networking connectivity.

REQUEST FOR QUOTATION
Oracle Database Appliance & Licensing or Equal

- 4.1.1.7.** Each Server must have three PCIe slots.
- 4.1.1.8.** Server must have two 1200 Watt hot swappable and redundant power supplies
- 4.1.1.9.** The Storage Shelf must have a minimum of 5 solid state drives that are 3.2 TB or larger in size for data storage. The Storage Shelf must also have a minimum of 4 solid state drives that are 800Gb or larger in size for redo log storage.
- 4.1.1.10.** The Appliance must have monitoring tools including comprehensive fault detection and notification. Server must be able to provide syslog and SMTP alerts.
- 4.1.1.11.** The Appliance must have Active Directory, LDAP, and RADIUS Support.
- 4.1.1.12.** The Appliance must have a FIPS 140-2 mode while using OpenSSL.
- 4.1.1.13.** The Appliance must support remote keyboard, video, and mouse redirection. The Appliance must support full remote management through command-line and browser interfaces.
- 4.1.1.14.** The Appliance must have rack mounting kits and cable management arms.
- 4.1.1.15.** The Appliance must be pre-installed with Oracle Linux software or equal and Oracle Database Appliance Manager software or equal.
- 4.1.1.16.** The Appliance must support Oracle Database 12c Enterprise Edition software.
- 4.1.1.17.** Contract Item if bidding an or Equal product will not require the purchase of any additional software or hardware for implementation and must fully integrate with Vendor's submitted equipment for Item 4.1.1 of this solicitation.
- 4.1.1.18.** Vendor must provide 1 year of Oracle Premier Support for Systems or Equal. The support must include two-hour onsite hardware

REQUEST FOR QUOTATION
Oracle Database Appliance & Licensing or Equal

service 24 hours a day, 365 days a year. The support must have software updates for bug fixes, security patches, and feature enhancements.

- 4.1.1.19.** Vendor must also agree to accept and incorporate the current negotiated terms between Oracle and the State of West Virginia into their agreement terms, as applicable. These terms can be reviewed at:

<http://www.state.wv.us/admin/purchase/swc/MSORACLE14.pdf>.

Or, an electronic copy may be obtained by contacting the buyer of reference for this solicitation.

4.1.2. Oracle Licensing or Equal

- 4.1.2.1.** Each server will need licensing for 8 cores of Oracle Database Enterprise Edition or Equal

4.1.2.1.1. Must provide performance, availability, scalability, and security required for mission-critical applications such as high-volume online transaction processing applications and query-intensive data warehouses.

4.1.2.1.2. Must have Real Application Security which includes data security based upon application users, role, privileges, and various relationships. Must be able to define the data security policy in the database based on business objects.

4.1.2.1.3. Must have Rolling Upgrades including Patch Set, Database, and Operating System

4.1.2.1.4. Must have Lost Write Protection

REQUEST FOR QUOTATION
Oracle Database Appliance & Licensing or Equal

- 4.1.2.2.** Each server will need licensing for 8 cores of Oracle Real Application Clusters or Equal
 - 4.1.2.2.1.** Must allow the database to run in a clustered environment while being shared across a pool of servers
 - 4.1.2.2.2.** Must be able to continue processing database workloads in the event of a server failure
- 4.1.2.3.** Each server will need licensing for 8 cores of Oracle Advanced Security or Equal
 - 4.1.2.3.1.** Must have Transparent Data Encryption (TDE) for tablespaces and columns
 - 4.1.2.3.2.** Must have DataPump Export File encryption
 - 4.1.2.3.3.** Must have RMAN backup encryption to disk
 - 4.1.2.3.4.** Must have Data Redaction of sensitive data returned to applications
- 4.1.2.4.** Each server will need licensing for 8 cores of Oracle Diagnostics Pack or Equal
 - 4.1.2.4.1.** Must have Automatic Performance Diagnostics that finds actual causes behind database performance problems.
 - 4.1.2.4.2.** Must have Real-Time Performance Diagnostics that will analyze problems in unresponsive or hung databases.
 - 4.1.2.4.3.** Must be able to Compare Performance Periods by comparing the base and the compare period.

REQUEST FOR QUOTATION
Oracle Database Appliance & Licensing or Equal

- 4.1.2.4.4.** Must have Active Session History which can be used to understand the database workload profile and proactively diagnose any transient performance issue that occurs for a very short duration.
- 4.1.2.4.5.** Must have Comprehensive System Monitoring and Notification which allows for proactively detecting and responding to problems across the entire database application stack.
- 4.1.2.5.** Each server will need licensing for 8 cores of Oracle Tuning Pack or Equal
 - 4.1.2.5.1.** Must have Real-Time SQL Monitoring that allows for monitoring of SQL and PL/SQL and allows an admin to monitor long running database tasks.
 - 4.1.2.5.2.** Must have a SQL Tuning Advisor which will automate the SQL tuning process by comprehensively exploring all the possible ways of tuning a SQL statement.
 - 4.1.2.5.3.** Must have an In-Memory Advisor
 - 4.1.2.5.4.** Must have the ability to reorganize objects in order to rebuild indexes that are fragmented, relocate objects to another tablespace, and recreate objects with optimal storage attributes.

4.1.3. Installation and Configuration Services

- 4.1.3.1.** Vendor will be responsible for the management and execution of the installation and configuration of the Database Appliance
- 4.1.3.2.** Vendor must present an Installation Plan to the Agency before configuring the equipment onsite. This will include all software options included in the bid.

REQUEST FOR QUOTATION
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- 4.1.3.3. Vendor must install patches.
- 4.1.3.4. Vendor must create the default Oracle database on the Database Appliance.
- 4.1.3.5. Vendor must develop basic backup/recovery strategy with RMAN.
- 4.1.3.6. Vendor must install and configure RAC on the Database Appliance.
All work must be done onsite at the OI Data Center in Charleston, WV. All travel and travel related expenses should be included in bid amount.

4.1.4. Hardware Support

- 4.1.4.1. Must provide support for 1 year from acquisition date for all hardware purchased in this solicitation. Vendor will include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional Annual reviews will be initiated on Agency request authorized under the authority of the Purchasing Division.
- 4.1.4.2. Must have 24/7 on-site hardware support service
- 4.1.4.3. Must have 24/7 support and updates/upgrades for operating system software
- 4.1.4.4. Must have management software, preventive services, and system management software

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4.1.5. Software Support

- 4.1.5.1.** Must provide support for 1 year from acquisition date for all licenses purchased in this solicitation. Vendor will include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional Annual reviews will be initiated on Agency request authorized under the authority of the Purchasing Division.
- 4.1.5.2.** Must provide rights to new software releases when they become available
- 4.1.5.3.** Must have access to all security and operational updates when they become available

5. CONTRACT AWARD:

- 5.1. Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
 - 5.1.1.** If the Vendor is submitting an Equivalent Brand this information including Model Number must be submitted with their bid submission. Vendor should provide Equivalent product brochures with their submitted bid response. This information may be required before award of contract.
 - 5.1.2.** Vendor should provide with their bid a copy of any and all Software/Hardware Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**
- 5.2. Pricing Page:** Vendor should complete the Pricing Page by inserting the Unit Price for the items on the respective line provided, and then multiply the quantity of items by the Unit Price and placing the amount on the respective Extended Total line, then add the sums and place the total on the TOTAL BID AMOUNT line.
 - 5.2.1.** Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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Oracle Database Appliance & Licensing or Equal

- 5.2.2. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

6. PAYMENT:

- 6.1. **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7. DELIVERY AND RETURN:

- 7.1. **Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 25 calendar days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 1001 Lee Street East, Charleston, WV 25301.
- 7.2. **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
- 7.2.1. Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- 7.3. **Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 7.4. **Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5. **Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any

REQUEST FOR QUOTATION
Oracle Database Appliance & Licensing or Equal

restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. VENDOR DEFAULT:

- 8.1.** The following shall be considered a vendor default under this Contract.
 - 8.1.1.** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 8.1.2.** Failure to comply with other specifications and requirements contained herein.
 - 8.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 8.1.4.** Failure to remedy deficient performance upon request.
- 8.2.** The following remedies shall be available to Agency upon default.
 - 8.2.1.** Immediate cancellation of the Contract.
 - 8.2.2.** Immediate cancellation of one or more release orders issued under this Contract.
 - 8.2.3.** Any other remedies available in law or equity.

Exhibit A - Pricing Page
Oracle Database Appliance or Equal

Item #	Part Number	Item Description	Brand of Equipment Bid	Unit of Measure	Quantity	Unit Cost	Extended Price & Year 1 Support	Support Year 2	Support Year 3	Support Year 4
4.1.1.		Oracle Database Appliance X7-2-HA or Equal		Each	1	\$ 82,670.50	\$ 82,670.50			
4.1.2.1.		Oracle Database Enterprise Edition Core License or Equal (16 Cores Required)		Each	8	\$ 30,423.75	\$ 243,390.00			
4.1.2.2.		Oracle Real Application Clusters or Equal (16 Cores Required)		Each	8	\$ 14,731.50	\$ 117,852.00			
4.1.2.3.		Oracle Advanced Security Licenses or Equal (16 Cores Required)		Each	8	\$ 9,607.50	\$ 76,860.00			
4.1.2.4.		Oracle Diagnostics Pack Licenses or Equal (16 Cores Required)		Each	8	\$ 4,803.75	\$ 38,430.00			
4.1.2.5.		Oracle Tuning Pack Licenses or Equal (16 Cores Required)		Each	8	\$ 3,202.50	\$ 25,620.00			
4.1.3.		Installation and Configuration Services		Each	1	\$ 4,050.69	\$ 4,050.69			
4.1.4.		Hardware Support for Oracle Database Appliance X7-2-HA		Each	1	\$ 9,920.46	\$ 9,920.46	\$10,317.28	\$10,729.97	\$11,159.17
4.1.5.1		Software Support for Enterprise Edition Core Licenses or equal		Each	1	\$ -	\$ -	\$45,645.60	\$47,471.42	\$49,370.28
4.1.4.		Software Support for Real Application Clusters equal		Each	1	\$ -	\$ -	\$22,102.08	\$22,986.16	\$23,905.61
4.1.5.1		Software Support for Advanced Security Licenses or equal		Each	1	\$ -	\$ -	\$14,414.40	\$14,990.98	\$15,590.62
4.1.4.		Software Support for Diagnostics Pack Licenses or equal		Each	1	\$ -	\$ -	\$7,207.20	\$7,495.49	\$7,795.31
4.1.5.1		Software Support for Tuning Pack Licenses or equal		Each	1	\$ -	\$ -	\$4,804.80	\$4,996.99	\$5,196.87
						Totals	\$ 598,793.65	\$104,491.36	\$108,671.01	\$113,017.86
						Total Bid Amount	\$ 924,973.88			

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.

Deonte Watters

(Name, Title)
Senior Contracts Manager

(Printed Name and Title)
Mythics, Inc. 4525 Main Street, Suite 1500 Virginia Beach, VA 23462

(Address)
757-452-5361

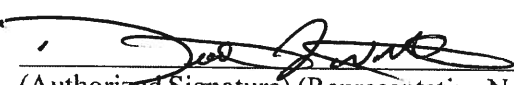
(Phone Number) / (Fax Number)
elccontracts@mythics.com

(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.

Mythics, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Deonte Watters, Senior Contracts Manager

(Printed Name and Title of Authorized Representative)

May 30, 2016

(Date)

757-452-5362 757-412-1040

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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 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 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.

Mythics, Inc. Deonte Watters, Sr. Contracts Manager

Company

Authorized Signature

5/30/2018

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a Disclosure of Interested Parties to the contracting state agency.

Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

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

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

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

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Mythics, Inc. **Address:** 4525 Main Street, Suite 1500
Virginia Beach, VA 23462

Authorized Agent: Deonte Watters, Senior Contracts Manager **Address:** 4525 Main Street, Suite 1500 Virginia Beach, VA 23462

Contract Number: _____ **Contract Description:** Oracle Database Appliance & Licensing or Equal

Governmental agency awarding contract: West Virginia Tax Division

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

☒ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

Mythics Emergent Group, Inc. (100% ownership) FEIN:82-1642421 Virginia State Corporation Commission ID: 08181281

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☐ Check here if none, otherwise list entity/individual names below.


Deonte Watters, Senior Contracts Manager

Signature:  Date Signed: May 30, 2018

Notary Verification

State of Virginia, County of Virginia Beach:
I, Deonte J. Watters, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 30th day of May, 2018.

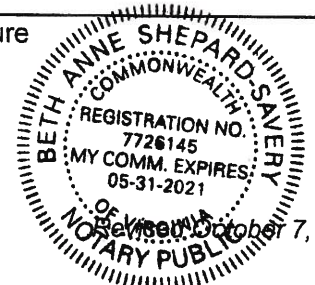

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



Revised October 7, 2017

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: Deonte Watters, Mythics, Inc.

Signed: 

Date: May 30, 2018

Title: Sr. Contracts Manager

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

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 on 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: Mythics, Inc. 4525 Main Street, Suite 1500 Virginia Beach, VA 234662

Authorized Signature: [Signature] Date: May 30, 2018

State of Virginia

County of Virginia Beach, to-wit:

Taken, subscribed, and sworn to before me this 30th day of May, 2018.

My Commission Expires May 31, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)



GENERAL TERMS- Public Sector

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

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

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

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 [Signature]

Name DAVID TIMCHER

Title DIRECTOR

Signature Date 8/28/14

Oracle America, Inc.

Signature [Signature]

Name Clinton Cole

Title Contracts Manager

Signature Date 8/26/2014

Approved:

WV Attorney General's Office

By: [Signature]

Its: Chief Counsel

Date: 8/28/14



Public Sector
Schedule P - Program

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

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 WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALY 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 COMMERCIALY 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.



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: 444520

Doc Description: Addendum No. 1 - Oracle Database Appliance and Licensing

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2018-05-23	2018-05-30 13:30:00	CRFQ 0702 TAX1800000018	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:

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers

(304) 558-2063

michelle.l.childers@wv.gov

Signature X

FEIN #

DATE

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

ADDITIONAL INFORMATION:

Addendum

Addendum No. 1 issued to publish the vendor questions and agency answers.

End of Addendum

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish a contract for the purchase of an Oracle Database Appliance or equal and Oracle licenses or equal.

INVOICE TO	SHIP TO
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON WV 25330-1748	INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.1 Oracle Database Appliance X7-2HA or equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :

PLEASE SEE SECTION 4.1.1 OF ATTACHED SPECIFICATIONS

INVOICE TO	SHIP TO
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON WV 25339-1748	INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.1.2.1 Oracle Database Enterprise Edition Licenses or equal	8.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :

PLEASE SEE SECTION 4.1.2.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.5.1 Software Support for Enterprise Edition Licenses	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1.2.2 Oracle Real Application Clusters Licenses or equal	8.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :

PLEASE SEE SECTION 4.1.2.2 OF ATTACHED SPECIFICATION

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.1.5.1 Software Support for Real Application Clusters Licen	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.1.2.3 Oracle Advanced Security Licenses or equal	0.00000	LN		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :

PLEASE SEE SECTION 4.1.2.3 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.1.5.1 Software Support for Oracle Advanced Security Licens	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	4.1.2.4 Oracle Diagnostics Pack Licenses or equal	8.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :

PLEASE SEE SECTION 4.1.2.4 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	4.1.5.1 Software Support for Oracle Diagnostics Pack	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	4.1.2.5 Oracle Tuning Pack Licenses or equal	8.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :

PLEASE SEE SECTION 4.1.2.5 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	Installation and Configuration Services	0.00000			

Comm Code	Manufacturer	Specification	Model #
43232401			

Extended Description :

PLEASE SEE SECTION 4.1.3 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	4.1.5.1 Software Support for Tuning Pack Licenses	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	4.1.4 Hardware Support for Oracle Database Appliance X7-2-HA	0.00000			

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description :
PLEASE SEE SECTION 4.1.4 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	4.1.4 Hardware Support for Oracle Database Appliance Year 2	0.00000			

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description :
PLEASE SEE SECTION 4.1.4 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	4.1.4 Hardware Support for Oracle Database Appliance Year 3	0.00000			

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description :

PLEASE SEE SECTION 4.1.4 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	4.1.4 Hardware Support for Oracle Database Appliance Year 4	0.00000			

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description :

PLEASE SEE SECTION 4.1.4 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	4.1.5.1 Software Support for Enterprise Edition Year 2	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	4.1.5.1 Software Support for Enterprise Edition Year 3	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	4.1.5.1 Software Support for Enterprise Edition Year 4	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	4.1.5.1 Software Support Real Application Clusters Year 2	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	4.1.5.1 Software Support Real Application Clusters Year 3	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	4.1.5.1 Software Support Real Application Clusters Year 4	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	4.1.5.1 Software Support for Oracle Advanced Security Year 2	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	4.1.5.1 Software Support for Oracle Advanced Security Year 3	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	4.1.5.1 Software Support for Oracle Advanced Security Year 4	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	4.1.5.1 Software Support for Oracle Diagnostics Pack Year 2	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	4.1.5.1 Software Support for Oracle Diagnostics Pack Year 3	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	4.1.5.1 Software Support for Oracle Diagnostics Pack Year 4	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :
PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	4.1.5.1 Software Support for Tuning Pack Licenses Year 2	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :
PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	4.1.5.1 Software Support for Tuning Pack Licenses Year 3	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	Microsoft Software Support for Training Pack Licenses Year 4				

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

PLEASE SEE SECTION 4.1.5.1 OF ATTACHED SPECIFICATIONS

SOLICITATION NUMBER: CRFQ TAX1800000018

Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish the vendor questions and agency answers.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ TAX1800000018
Vendor Questions and Agency Answers
Oracle Database Appliance and Licensing or Equal

Question #1 Whether companies from Outside USA can apply for this?
(like, from India or Canada)

Answer #1 Yes, however, please refer to answer #3.

Question #2 Whether we need to come over there for meetings?

Answer #2 Onsite meetings will not be required.

Question #3 Can we perform the tasks (related to RFP) outside USA?
(like, from India or Canada)

Answer #3 No remote access from outside the United States is permitted. Vendor must be onsite for the implementation of the equipment and licenses.

Question #4 Can we submit the proposals via email?

Answer #4 Emailed bid are prohibited and will not be accepted. Bids may be submitted via US Mail, Common Carrier, Hand Delivery or Fax.



MYTHICS™



Client

West Virginia Department of Tax

Proposal Name

ODA Deployment

Proposal Reference

90651

Effective Date

5/30/2018

	Prepared By	Prepared For
Name	Alex Payne	Michelle Childers
Phone	(757) 452-4753	(304) 558-2063
Email	apayne@mythics.com	Michelle.l.childers@wv.gov

Definitions

- Statement of Work (hereinafter referred to as "SOW")
- Mythics, Inc., A Mythics Emergent Group Company (hereinafter referred to as "Mythics")
- West Virginia Department of Tax (hereinafter referred to as "Client")

Notice

Mythics has made every reasonable attempt to ensure that the information contained within this SOW is correct, current and properly sets forth the requirements as have been determined to date. The parties acknowledge and agree that the other party assumes no responsibility for errors that may be contained in or for misinterpretations that readers may infer from this document.

Non-Disclosure Statement

This SOW includes data that shall not be disclosed outside Client and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this SOW. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, Client shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit Client's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages of this SOW.

Client Reference

Mythics may refer to Client (by name) as a Mythics consulting client of the ordered services and offerings in sales presentations, marketing vehicles and activities.



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Cover Letter

Dear Ms. Childers,

When it comes to assuring success in applying Oracle technology, there is no substitute for experience. There is no Oracle partner in the world more experienced than Mythics. As a multiple Oracle Partner of the Year winner, we have an unequalled record of delivering Oracle solutions that meet or exceed customers' requirements for performance, effectiveness and value. We've devoted 15 years to building a company uniquely qualified to deliver these results, time after time, in hundreds of successful implementations and thousands of Oracle transactions. We will utilize our experiences to execute upon the detailed plan below.

If there are any questions or concerns, please contact Alex Payne whose information is on the first page.

Sincerely,

Dale E. Darr
Vice President, Contracts



MYTHICS™

Proposal #: 90651 | Effective Date: 5/30/2018 | Prepared For: West Virginia Department of Tax

4525 Main Street, Suite 1500, Virginia Beach, VA 23462 | 866.MYTHICS | www.mythics.com
Architecture. Procurement. Training. Consulting. MYTHICS COMPLETE.

General Information

This SOW dated 5/30/2018 ("Effective Date") is entered into by and between Client and Mythics.

For the avoidance of doubt, Client hereby acknowledges and agrees that the offer of pricing and other terms set forth in this SOW shall be valid for thirty (30) days after the date set forth on the cover sheet of this SOW. The offer of pricing and other terms set forth in this SOW shall become effective and binding on Mythics and Client only upon the execution of this SOW by the parties on the Effective Date.



1. Service Overview

Key Details

Anticipated project commencement	Within one (1) month of SOW execution
Anticipated project completion	Within one (1) month of project commencement
Location of services	2019 Washington Street East Charleston, WV 25305
After-hours required?	No
Weekend hours required?	No
Total Cost	\$48,050.00

1.01 Statement of Objectives and Business Drivers

West Virginia Department of Tax (WV Tax) is looking to implement the Oracle Database Appliance X7. WV Tax requires that the solution include installation and configuration services, latest patches, default databases setup, backup/recovery strategy developed and RAC configured.

Mythics created the Oracle Database Appliance Rapid Success Solutions program to provide critical services to help with smooth and rapid implementations and migrations to the ODA platform. The programs described below are base programs with clearly defined levels of support that have been successful during implementations with Federal and State & Local Government customers. These base programs can be modified to meet additional customer requirements.

1.02 Statement of Work

Project Kick-off

Upon award of the project, the assigned Mythics Project Manager and delivery consultant will meet with the client and key stakeholders. During this meeting the delivery team will explain project details, scope, on boarding requirements and review initial project plan.



Project Scope

Installation & Configuration of Oracle Database Appliance

As part of the delivery requirements, Mythics will perform all of the following services.

ODA Physical Startup Services

- Management and execution of the installation and configuration of your ODA environment
- ODA Installation Planning
- Verifying and securing necessary network access.
- ODA Installation and Configuration
 - o Prepare Oracle Database Manager Configurator
 - o Deploy configuration determined during planning
- Create default Oracle database
- Migration of up to 3 Terabyte database into Sandbox Environment.
- Register ODA and database with existing OEM environment.
- Develop basic backup/recovery strategy with RMAN
- Provide installation summary report

Project conclusion

Upon completion of the Installation and Configuration step, the Mythics team will document the overall installation process and resulting architecture and present at a final closeout meeting with the client. The team will review the key accomplishments and tasks, provide the built documentation and secure sign off for completed project.



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1.03 Documentation

Unless otherwise stated above (in *Scope of Services*), the following applies to all documentation delivered to Client within this project.

1.03(a) Documentation Will Be

- Written in the English language.
- Professionally formatted using a Mythics supplied template.
- Free of errors and technical mistakes.
- Delivered at a level of detail that is sufficient for a someone with technical proficiency in the target technology. This includes:
 - Screenshots (where applicable)
 - References to external documentation
 - Reasonable assumptions
 - Project details (which may be out-of-scope) for standard vendor documentation

1.03(b) Documentation Is Not

- Intended to be comprehensive enough to instruct someone without technical proficiency to perform the prescribed tasks.
- Intended to replace or replicate vendor provided documentation.

1.03(c) Documentation Will Not

- Address any items that are:
 - identified in *Out-of-Scope*
 - OR
 - not listed in *Scope of Services*

1.04 Assumptions

Mythics has relied on the assumptions stated below as well as Client responsibilities enumerated below in pricing, planning, and determining its approach to the services under this SOW. Client acknowledges that project duration and cost to Client under this SOW may be adversely affected if any project assumptions or Client responsibilities are changed or not realized.

- Customer has a server allocated for this project
- OH OAKS will provide Mythics will available staff throughout the implementation process to provide proper knowledge transfer and enable the OH OAKS team with the resources they need to manage Oracle Key Vault

1.04(a) Access

- If any work is to be completed remotely, Client will provide Mythics proper remote access such as VPN, SSH, RDP, etc.
- Client will provide Mythics access to the business, client, and technical information and facilities necessary to execute the solution.
- Client will ensure that appropriate personnel are available to meet with Mythics, as necessary.

1.04(b) Working Hours

- The Mythics professional working day is eight hours, including reasonable time for meals. Mythics understands that occasions arise during client projects that require a longer or shorter working day. Mythics will not extend projects when delays result from Client inability to meet stated prerequisites prior to a project, nor when delays result from Client personnel not being available to provide required support.
- Mythics will perform the work between Monday – Friday 8:30 am and 5:00 pm (local time). After-hour and weekend work (when required), must be explicitly identified herein or otherwise mutually agreed to in writing by the parties. The hours of this project will be delivered consecutively unless Mythics and Client mutually agree upon a non-consecutive project delivery schedule in writing prior to the project commencement.

1.04(c) Miscellaneous

- During this project, Mythics will not be responsible for negotiations with hardware, software, or other vendors, or any other contractual relationship between Client and third parties. Mythics, at the request of Client, will provide input to Client regarding optimal product or vendor selection.
- Mythics team members will engage in a knowledge transfer exercise as part of this project relative to Mythics services, product functionality, similar installations, and techniques.
- Mythics will write any application code and presentations in English.

2. Acceptance Criteria

Client has ten (10) business days to inspect and acknowledge full delivery of the Services to be provided by Mythics hereunder upon completion and delivery of the Services by Mythics. Client will indicate such acknowledgement by signing Mythics' Project Completion Form, available upon request. If Client fails to provide such acknowledgement within the ten (10) business days of receiving final deliverables, Client agrees that the Services shall be deemed fully delivered to Client, even if Client has not signed the Mythics' Project Completion Form. If Client believes that Mythics has not fully delivered the Services to be provided hereunder and refuses to sign the Mythics' Project Completion Form on that basis, Client shall identify in reasonable detail the specific Services or deliverables which Client believes were not delivered, with specific reference to the corresponding sections of this SOW, via written notice to Mythics within such (10) business day period. Following Mythics' receipt of any such notification, the parties shall cooperate in good faith to promptly address and resolve any remaining Service delivery requirements. Upon Mythics' delivery of the remaining Services, if any, Client's right to inspect and acknowledge full delivery shall



3. Change Control

3.01 Change Definition

The following are hereinafter referred to as "Changes":

- Impediments
- Complications
- Client requested change(s) in *Scope of Services*

3.02 Change Orders

Client may at any time by a written Change Order or similar instrument issued by a duly authorized representative of the Client, make changes within the scope of the Client's order, including changes to:

1. Specifications, drawings, designs, or description of services;
2. Method and/or place of delivery; and
3. Reasonable adjustments in quantities or delivery schedules or both.

3.03 Change Impact

Mythics has made every attempt to accurately estimate the time required to successfully complete this project.

Client acknowledges and agrees that Client induced Changes are out of Mythics' control, and the length of the project and associated price could be impacted, thus, necessitating a change.

3.04 Change Examples

Examples of valid Changes consist of, but are not limited to, the following:

3.04(a) Access

- Client initiated delay where Client is not prepared to allow Mythics to begin work on the agreed upon start date thus resulting in additional cost to Mythics for resources that have been sent to Client site but cannot begin the project.
- Inability to access equipment or personnel that are required to complete this project.

3.04(b) Hardware or Software

- Malfunctioning hardware or software.
- Delays or problems with telecommunication equipment managed or installed by third parties.
 - Cabling, servers, routers, hubs, and switches.
- Conflicts or incompatibilities associated with the installation of hardware or software installed by Mythics.

3.04(c) Information

- Client provided information necessary for timely delivery by Mythics is not accurate.

3.04(d) Scope

- Client increases the scope of services requiring additional labor, hardware, software, materials, travel, lodging, meals, or other direct costs.

3.05 Change Adjustments

If any Changes cause an increase or decrease in the:

- Cost
AND / OR
- Time

required for the performance, then an equitable adjustment shall be made to the:

- Cost
AND / OR
- Delivery schedule

and Client's order shall be modified in writing accordingly. Any claim for adjustment under this section shall be deemed waived unless asserted in writing within thirty (30) days from the date of receipt by Mythics of the change order, provided, however, that Client, if it decides that the facts justify such action, may receive and act upon such claim submitted at any time prior to final payment under Client's order. Any such claim must set forth the amount of any increase or decrease in the cost of performance resulting from the change in the format and detail reasonably specified by Client. Failure to agree upon an equitable adjustment shall not relieve Mythics from proceeding without any delay in performance of Client's order as changed.

3.06 Change Terms

Each Change Order shall be governed by the terms of this SOW and shall reference the effective date of this SOW. In the event of a conflict in the terms and conditions of this SOW and the terms and conditions of a Change Order the latter shall take precedence.

Client's engineering and technical personnel may from time to time render assistance, give technical advice, or exchange information with Mythics' personnel in relation to Client's order. Such assistance, advice, and/or exchange of information shall not be construed as Client's consent or authority to effect any changes to Client's order or the goods and/or services provided thereunder. Under no circumstances shall any resulting change in goods and/or services or provisions of Client's order be binding upon Client unless incorporated as a change in accordance with the paragraphs above.

4. Price

Mythics is pleased to offer its services in the execution of this project. This section delineates the total cost, labor and expenses, for this project, assuming a project commencement date as outlined above.

4.01 Invoicing

Mythics will bill Client for services rendered on a monthly basis. All invoices are payable within thirty (30) days from receipt of valid invoice and/or milestone/deliverable, unless otherwise specified.

4.02 Time and Materials Estimate for Services and Other Direct Costs

Mythics will provide the services on a Time and Materials (T&M) basis using the labor categories and associated hourly billing rates in the table below.

<u>Labor Category</u>	<u>Description</u>	<u>Location</u>	<u>Unit</u>	<u>Estimated Units</u>	<u>Rate</u>	<u>Estimated Price</u>
Senior Principal Consultant	ODA SME	Onsite	Hours	160	\$205.00	\$32,800.00
Project Manager II	Mythics PM	Onsite/Remote	Hours	30	\$175.00	\$5,250.00
	Travel and Expenses	-	Trips	5	\$2,000	\$10,000.00
Total Estimated Hours						190
Total Estimated Price						\$48,050.00

Mythics will submit invoices for the actual hours worked. The price will not exceed the *Total Estimated Price* listed above without prior written approval from Client.



5. Terms and Conditions

Mythics is submitting this Statement of Work/Proposal in accordance to Solicitation Doc, "Oracle Database Appliance and Licensing or Equal, No.: CRFQ 0702 TAX1800000018-1 and Mythics commercial terms and conditions outlined, below. In the event of a conflict, unless otherwise controlled by WV State Law, Mythics commercial terms and conditions shall govern.

MYTHICS CONSULTING SERVICES

TERMS AND CONDITIONS

Standard of Conduct - In rendering services under this Agreement, Mythics shall conform to the highest professional standards of work and business ethics. Mythics shall not use time, materials, or equipment of the Client without the prior written consent of the Client

Payment Terms - All payments from Client to Mythics are due in full within thirty (30) days after receipt of a valid invoice. If any portion of a bill has not been paid, except for items disputed by the Client, within the sixty (60) day period, interest at the rate of twelve percent (12%) per annum, compounded monthly, of all owed amounts, shall automatically be added to the amount owed. If any balance remains outstanding seventy-five (75) days following the date of the invoice, Mythics may terminate this Agreement or any portion thereof. Termination of this Agreement or any portion thereof pursuant to this provision shall not release Client from any of its obligations hereunder. All payment or invoice inquiries should be directed to the following points of contact:

Mythics, Inc.	Client Name
Accounts Receivable	Accounts Payable
4525 Main Street, Suite 1500	Address
Virginia Beach, Virginia 23462	Attn:
Attn: Patricia Holley	Telephone:
Telephone: 757-452-6291	Facsimile:
Facsimile: 757-963-6198	Email:
Email: ptholley@mythics.com	

Indemnification - Mythics covenants to fully indemnify, save and hold harmless Client, its officers, employees, and agents ("Indemnitees") against all liability, damage, loss, claims, demands and actions of any kind on account of personal injuries (including, without limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with services or products provided by Mythics under this agreement which may be attributed to negligence by Mythics.

Intellectual Property Rights - All drawings, models, designs, formulas, methods, documents and tangible items prepared for and submitted to the Client by Mythics in connection with the services rendered under this Agreement shall belong exclusively to the Client and shall be deemed to be works made for hire (the "Deliverable Items"). To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, Mythics hereby



assigns to the Client the ownership of copyright or mask work in the Deliverable Items, and the Mythics shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. Mythics agrees to give the Client or its designees all assistance reasonably required to perfect such rights.

Notwithstanding the foregoing, Client acknowledges that, as part of performing the Services, Mythics may utilize proprietary software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques that have been originated or developed by Mythics or that have been purchased by or licensed to Mythics (collectively, the "Mythics' Proprietary Materials"), including enhancements, modifications or additions that have been developed while Mythics has been performing the Services under this Agreement. Mythics grants the Client a perpetual, non-exclusive, worldwide, non-transferable license to use Mythics' Proprietary Materials in connection with the Deliverables or the Services. Client agrees that Mythics shall retain sole and exclusive right, title and interest in and to Mythics' Proprietary Materials.

IP Indemnification - If a third party makes a claim against you ("Recipient"), that any information, design, specification, instruction, software, data, or material ("Material") furnished by Mythics ("Provider") and used by the recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if the Recipient does the following:

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

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

Limitation of Liability - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, DATA, USE, OR SAVINGS) INCURRED BY EITHER PARTY, OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN INFORMED OF THE



POSSIBILITY OF SUCH DAMAGES. MYTHICS' TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

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.

Confidential Information - In performing consulting services under this Agreement, Mythics may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Client. Mythics agrees that Mythics will not and Mythics' employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the Client, or disclose such Confidential Information without the written authorization of the President of the Client, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

"Confidential Information" means information, not generally known, and proprietary to the Client or to a third party for whom the Client is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Client, any vendor names, client and supplier lists, databases, management systems and sales and marketing plans of the Client, any confidential secret development or research work of the Client, or any other confidential information or proprietary aspects of the business of the Client. All information which Mythics acquires or becomes acquainted with during the period of this Agreement, whether developed by Mythics or by others, which Mythics has a reasonable basis to believe to be Confidential Information, or which is treated by the Client as being Confidential Information, shall be presumed to be Confidential Information.

Non-Solicitation - It is expressly agreed that neither Party will directly solicit, hire, consult, or otherwise contract with any employee(s) of the other Party who are associated with the investigation / marketing efforts and subsequent proposals, and/or contract/subcontract efforts called for under this Agreement during the course of this Agreement for a period of one (1) year thereafter without prior written consent of the other Party. This shall not prohibit one Party from hiring any employee of the other Party who responds to (i) routine employment solicitations, or open house or job fair events, or (ii) widely distributed announcements of job openings.

Termination – Either party may terminate this agreement 1) with or without cause by providing thirty (30) days prior written notice; 2) for material breach of this Agreement by the other party upon thirty (30) days written notice to the other party, if such breach is not cured by the other party within such period; Client shall pay Mythics for all services rendered and expenses incurred by Mythics prior to such termination; 3) by written notice to the other party if the other party: is adjudicated an involuntary bankrupt, or a decree or order approving a petition or answer filed against such party asking for reorganization under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered, or if a petition for involuntary bankruptcy has been filed against the other party and such petition has not been dismissed within forty-five (45) days of the filing; files or admits to the jurisdiction of the court the material allegations contained in any petition pursuant, or purporting to be pursuant, to the Federal Bankruptcy laws as now or hereafter amended, or such party institutes any proceeding for any relief under any bankruptcy or insolvency law or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or makes any assignment for the benefit of creditors or applies for consent to the appointment of a receiver for itself or any of its property.



Any equipment provided by the Client to the Mythics in connection with or furtherance of Mythics' services under this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, be returned to the Client.

Disputes – Disputes under this agreement shall be referred to the appropriate Client president, or their designee, and Mythics' president, or their designee, thirty (30) days before either party may commence formal proceedings; provided however, that this provision shall not restrain either party from seeking injunctive or equitable relief.

When seeking to resolve a dispute, the party's designated executives shall consider the types and impacts of the disputed matters, the effect of the dispute on the Program and Client's success as awardee, the cost to both parties of resolving the dispute and the practical effects on the business of each party resulting from the resolution or failure to resolve any such dispute.

In the event that the designated executives are unable to resolve a dispute in the required time or longer, if extended by the mutual agreement of the parties, either party may then submit the matter for formal proceedings which may include litigation or alternate dispute resolution.

In the event litigation is necessary to enforce any provision of or resolve any dispute arising out of this Agreement, the Parties agree that any proceeding relating to or arising from the Agreement shall be heard and litigated exclusively in a state or federal court located in the County or City of Virginia Beach, Commonwealth of Virginia. Each party hereto consents to the personal jurisdiction in any such action brought in any such court, consents to service of process by registered mail upon each party's designated legal counsel and waives any objection to venue in any such courts and any claim that any such court is an inconvenient forum. During this process, each party will continue performing its obligations under this agreement.

Governing Law - This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to such State's principles of conflicts of laws and the laws of the United States of America. Any claim or cause of action arising out of or connected with this Agreement shall be brought exclusively in the Circuit Court of the City of Virginia Beach, Virginia or in the Federal Court in the Eastern District of Virginia, Norfolk Division. The parties consent to submit to the personal jurisdiction of such courts and waive any and all objections to such jurisdiction and venue.

Modification - No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

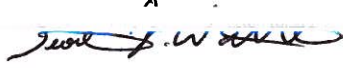
Force Majeure - Neither party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery; power failures and shortages; fires; floods; epidemics and unusually severe weather conditions; or other causes which do not result from the fault or negligence of such party.

The rest of this page has been left intentionally blank.



6. Signatures

IN WITNESS WHEREOF, the parties have caused this SOW to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this SOW duly authorized by all necessary and appropriate legal action to commit the organization he represents to the terms and conditions of this SOW.

Accepted by:	West Virginia Department of Tax	Mythics, Inc.
Name:	Michelle Childers	Deonte Watters
Title:		Senior Contract Manager
(Authorized Signatory)		
Signature:		
Mailing Address:		Mythics, Inc. 4525 Main Street, Suite 1500 Virginia Beach, VA 23462
Date:		30 May 2018
Phone:	(304) 558-2063	(866) MYTHICS (757) 412-4362
Email:	Michelle.l.childers@wv.gov	ConsultingContracts@mythics.com



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