

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

439



FROM: Riverside County Information Technology (RCIT)

SUBMITTAL DATE:
June 19, 2012

SUBJECT: PURCHASE AGREEMENT WITH ORACLE FOR SOFTWARE LICENSING AND SERVICES

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the purchase of Oracle data masking software, support, and implementation services for \$205,909.00 which contains an option to renew the license support agreement for four additional one-year periods thereafter, without securing competitive bids in accordance with Ordinance 459.4 ;
2. Authorize the Purchasing Agent, to exercise the renewal options for the software licensing and maintenance in the annual amount of \$32,637.00, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates; and
3. Direct the Clerk of the Board to return three (3) original signed agreements to RCIT.

BACKGROUND: The Riverside County PeopleSoft architecture is built upon the Oracle Database Software Suite.

Kevin K Crawford
Kevin K Crawford,
Chief Information Officer

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 205,909.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$ 32,637.00	For Fiscal Year:	FY 12/13

SOURCE OF FUNDS: RCIT HRMS and Financial Operating Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Serena Chow*
Serena Chow
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: July 3, 2012
xc: RCIT, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 3.27 10/22/02, 3.49 | **District:** | **Agenda Number:**

11/28/07

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.24

FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis*
 DATE: _____
 Departmental Concurrence
 Purchasing: *Mark Seiler*
 Mark Seiler, Assistant Director
 Policy Policy
 Consent Consent
 Department Recommendation:
 Per Executive Office:

BACKGROUND:

The purchase of additional licensing for Oracle Data Masking will deliver the tools necessary to mask/transform Personally Identifiable Information (PII) into non-sensitive/non-identifying information via various algorithms in all PeopleSoft Financials and HRMS test and development application environments.

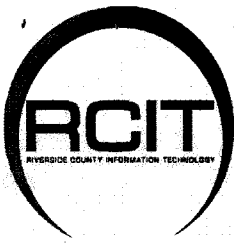
Oracle's Data Masking product is the only solution native to the Oracle database environment. Other third party (non-Oracle) products have their own non-standard interfaces. Implementing a non-Oracle data masking product will create challenges to supportability when the county's databases are upgraded and patches applied. Oracle services are requested to assist RCIT staff with the data masking implementation.

The software products and licensing agreement are through the L.A. County Master Agreement that the County currently piggybacks off of. The LA County Master Agreement offers the most aggressive discounts for these licenses and support available to state and local governments.

PRICE REASONABLENESS

Oracle licenses are proprietary and can only be obtained directly through Oracle. Through a prior market research Purchasing performed to obtain the most aggressive discounts on software, licenses, and renewals. A comparison of other governmental contracts to LA County's has determined that LA County's is the most aggressive pricing structure. The Oracle quotes below provide a 32.5% discount off list.

Oracle Data Masking Pack Named User Plus Perpetual:	\$37,881.00
Oracle Data Masking Pack Processor Perpetual:	\$117,300.00
Oracle Software Update License and Support	<u>\$25,806.00</u>
	\$180,987.00
Oracle Data Masking Installation Assistance	\$24,922.00
Total Initial Purchase:	<u>\$205,909.00</u>
Annual Software License Renewal	\$32,637.00



Kevin K Crawford, Chief Information Officer

Memorandum

To: Mark Seiler, Asst. Purchasing Director

Date: June 19, 2012

Via: Rebecca Gibson, Procurement Contract Specialist

From: Kevin K Crawford, Chief Information Officer

Subject: Sole Source Procurement for Oracle Data Masking Software

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. Supply/Service being requested:

Oracle Data Masking software and installation assistance

2. Supplier being requested:

Oracle

3. Alternative suppliers that can or might be able to provide supply/service:

IBM, Imperva,

4. Extent of market search conducted:

Reviewed Data Masking product offering for both IBM and Imperva

5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Oracle's Data Masking software is the only product that seamlessly lives within the Oracle Enterprise Manager framework (OEM). OEM is already owned by RCIT and is deployed to manage all PeopleSoft Financials and HRMS application environments along with other miscellaneous databases via a graphical user interface. Other third party (non-Oracle) products have their own non-standard interfaces. Oracle's Data Masking product compliments several other Oracle Security offerings which are all managed from the same interface.

Regarding purchasing Oracle's Data Masking product directly from Oracle, contract # RIVCO-91829-002-12/11, per County of Riverside BOS Agenda item 3.27 dated 10/22/02, and Agenda item 3.49 dated 11/28/07, Oracle Software License and Maintenance Contracts for the County of Riverside without securing competitive bids stipulated that all County departments buy their licensing directly from Oracle.

**PAGE 2
SOLE SOURCE PROCUREMENT**

6. Reasons why my department requires these unique features and what benefit will accrue to the county:

Having disparate software products with different non-similar interfaces requires additional expertise, training, and personnel. Considering the current economic environment, using Oracle's Data Masking product would require the least in personnel hours for both installation and support. In addition, implementing a non-Oracle Data Masking product prompts concern in regards to supportability as our Oracle databases are upgraded from one version to another, are patched, etc. Upgrades and patching may be delayed which is counter intuitive to our overall database security strategy.

7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:

Oracle Data Masking Software: \$205,909.00 (includes support June 30, 2012 through June 30, 2013). Data Masking Specialist (installation assistance): \$24,992.00. Oracle quotes provided are extending to the County of Riverside a 32.5% discount off list.

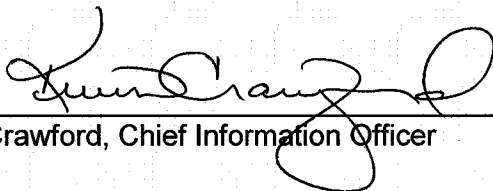
8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain)?

Usual annual software support: \$32,637.00 beginning fiscal 2013/14.

9. Period of Performance:

Initial purchase of software and installation assistance is one time and includes one year of support.

(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.)



21 Jun 12

Kevin K Crawford, Chief Information Officer

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

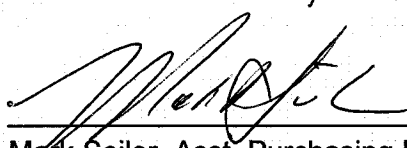
Disapprove

Not to exceed: \$ 205,909

One time

Annual Amount through 6-30-2017

32,637 -



6-21-12

Purchase # 13-010

Annual Maint 13-011

Mark Seiler, Asst. Purchasing Director

Date

Approval Number



TRANSACTIONAL ORACLE SERVICES AGREEMENT

OSA Reference Number: US-13864986-TOSA-25-MAY-2012

Customer Name: Riverside County
Customer Address: 7898 Mission Grove Parkway
Riverside, CA 92508

Oracle America, Inc.
1001 Sunset Blvd.
Rocklin, CA 95765

A. Agreement Definitions

“You” and “your” refers to Riverside County, the individual or entity that has executed this Oracle Services Agreement (“agreement”) and ordered services from Oracle America, Inc. (“Oracle”). Oracle will provide the services ordered below to you under this agreement. The term “services” refers to technical support, education, hosted/outsourcing services, consulting or other services which you have ordered.

B. Services Ordered

You have ordered the services listed below in the table and detailed in the attached exhibit(s) which are incorporated herein by reference. All fees on this agreement are in US Dollars.

Services	Reference	Fees
Time and Materials Services	Exhibit 1-TME-300358341	\$24,922.00
Total Fees		\$24,922.00

C. Rights Granted

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 and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms provided in the exhibit. You may allow your agents and contractors (including, without limitation, outsourcers) to use the deliverables for this purpose and you are responsible for their compliance with this agreement in such use. For anything developed by Oracle and delivered to you under this agreement that is 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.

D. Ownership and Restrictions

Oracle retains all ownership and intellectual property rights to anything developed or delivered under this agreement. The services provided under this agreement 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.

E. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any warranty deficiencies within ninety (90) days from performance of the deficient services.

FOR ANY BREACH OF THE WARRANTY, YOUR EXCLUSIVE REMEDY, AND ORACLE’S ENTIRE LIABILITY, SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY

JUL 03 2012 3.24

REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.

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.

F. Indemnification

If a third party makes a claim against either you or Oracle ("Recipient", which may refer to you or Oracle depending upon which party received the Material) that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider", which may refer to you or Oracle depending upon 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:

1. notifies the Provider promptly in writing, not later than thirty (30) days after the Recipient receives notice of the claim (or sooner if required by law);
2. gives the Provider sole control of the defense and any settlement negotiations; and
3. 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. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under this order, then Oracle may, at its option and upon thirty (30) days prior written notice, terminate this order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in this agreement or if the Recipient uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of Material with any products or services not provided by Oracle. Oracle will not indemnify you for any infringement 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.**

G. End of Agreement

If either of us breaches a material term of this agreement and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. If Oracle ends this agreement as specified in the preceding sentence or under the Indemnification section, you must pay within thirty (30) days all amounts which have accrued prior to such end as well as all sums remaining unpaid for services received under this 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 have used an Oracle Financing Division contract to pay for the fees due under this agreement and you are in default under that contract, you may not use the 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 which by their nature are intended to survive.

H. Fees, Taxes, Expenses

All fees payable to Oracle are due within thirty (30) days from the invoice date. Invoices for each service will be provided separately. Fees for any time and materials engagements listed above are estimated fees, as detailed in the referenced time and material services exhibit(s). You agree to pay any sales, value-added, or other similar taxes imposed by applicable law that Oracle must pay based on the services you ordered, except for taxes based on Oracle's income. Also, you will reimburse Oracle for reasonable expenses related to providing the services. Fees for services listed above are exclusive of taxes and expenses.

I. 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 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 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.

J. 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 exhibit, are the complete agreement for services ordered by you and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such 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 shall supersede the terms in any purchase order or other non-Oracle document and no terms included in any such purchase order or other non-Oracle document shall apply to the services. This agreement 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 Oracle. Any notice required under this agreement shall be provided to the other party in writing.

K. Limitation of Liability

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

LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT SERVICES GIVING RISE TO THE LIABILITY.

L. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software 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 and operating system(s)): 'These commodities, technology, software, or hardware (including any integrated software 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.'

M. Other

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.
2. If while performing services Oracle requires access to other vendors' 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.
3. This agreement is governed by the substantive and procedural laws of the State of California and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this agreement.
4. If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065. Attention: General Counsel, Legal Department.
5. You may not assign this agreement or give or transfer any services deliverables or an interest in them to another individual or entity. If you grant a security interest in any services deliverables, the secured party has no right to use or transfer those deliverables and if you decide to finance your acquisition of the services, you will follow Oracle's policies regarding financing which are at <http://www.oracle.com/us/products/financing/legal-policies-068609.html>.
6. 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.

N. 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 or other license); or 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 ninety (90) days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

O. Segmentation

The purchase of (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services is not contingent on delivery of hardware or performance of any other service.

P. Contact Information

Oracle Contracts Manager:

Name:	Doug Stanley
Address:	1001 Sunset Blvd. Rocklin, CA 95765
Phone:	916-315-5373
Fax:	
Email:	Doug.stanley@oracle.com

Your Billing/Accounts Payable Contact:

Name:	Brian Kovalsky
Address:	7898 Mission Grove Parkway Riverside, CA 92508
Phone:	951-955-7511
Fax:	
Email:	Brian.Kovalsky@RivCOIT.org

Q. Order of Precedence

In the event of any inconsistencies between this agreement (excluding exhibits) and any attached exhibits, the exhibits shall take precedence.

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CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

R. Change Control Process

Any request for any change in services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until you and Oracle agree in writing to the proposed change in an amendment to this agreement and/or applicable exhibit(s).

This quote is valid through May 31, 2012 and shall become binding upon execution by you and acceptance by Oracle.

Riverside County

Oracle America, Inc.

Authorized Signature: _____

Authorized Signature: _____

Name: JOHN TAVAGLIONE

Name: _____

Title: CHAIRMAN, BOARD OF SUPERVISORS

Title: _____

Signature Date: JUL 03 2012

Signature Date: _____

Agreement Effective Date: Upon the Board's approval.

ATTEST:

KECIA HARPER-IHEM, Clerk

By [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: [Signature] DATE 8/21/12



TIME AND MATERIALS EXHIBIT ONE

ORACLE CONTRACT INFORMATION

Customer Name: Riverside County
Agreement Number: US-13864986-TOSA-25-MAY-2012
Exhibit Number: Exhibit 1-TME-300358341

This exhibit incorporates by reference the terms of the agreement specified above.

1. Description of Services.

At your direction, Oracle will provide you with up to one hundred and four (104) person hours, performed remotely, for assistance in masking PeopleSoft data. The scope of services will be at your direction.

2. Your Obligations and Project Assumptions.

You acknowledge that your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of any services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing services if such deficiency results from your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the services and any related estimate depends upon your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations.

1. Maintain the properly configured hardware/operating system platform to support the services.
2. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of services.
3. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the services.
4. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of services.
5. Provide, for all Oracle resources performing services at your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.).
6. Provide any notices, and obtain any consents, required for Oracle to perform services.
7. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform services.
8. As required by U.S. Department of Labor regulations (20 CFR 655.734), you will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

B. Project Assumptions.

1. Oracle Data Masking may be integrated with Oracle enterprise manager for review and monitoring.

2. All temporary tables generated during the masking process will be removed once the masking process is completed.
3. Provisions should be in place to recover from database or through live cloning processes in case of issues arising out from the masking process.
4. The services will be performed remotely.

3. Rates, Estimated Fees and Expenses.

The services specified above are provided on a time and materials (“T&M”) basis: that is, subject to the terms of this section, you shall pay Oracle for all of the time spent performing such services, plus materials and taxes.

- A. For a period of one year from the effective date of the agreement, the services described above will be provided at the rates set forth below. Thereafter, unless otherwise agreed by you and Oracle in writing, services performed under this exhibit will be provided at Oracle’s standard consulting rates in effect when services are performed.

Categories / Level	Title	Hourly Labor Rate
8	Practice / Tech Director	\$305.00
7	Practice / Tech Manager	\$284.00
6M	Managing Principal Consultant	\$236.00
6T	Senior Principal Consultant	\$236.00
5	Principal Consultant	\$220.00
4	Senior Consultant	\$183.00

- B. All fees will be invoiced monthly. The fee estimate for labor performed under this exhibit is twenty-four thousand nine hundred twenty-two dollars (\$24,922.00). These estimates and any other estimates related to this exhibit are intended only to be for your budgeting and Oracle’s resource scheduling purposes; these estimates do not include taxes. Oracle will invoice you for actual time spent performing the services, plus materials, and taxes; such invoices shall not include travel and out-of-pocket expenses incurred in connection with the services performed under this exhibit; provided, however, Oracle will cease performing services once the fee estimate is reached, unless you and Oracle agree in writing that Oracle will continue to provide services on a T&M basis as described herein.

- C. The parties acknowledge that temporary living reimbursements to Oracle provided resources(s) may be deemed compensatory under federal, state, and local tax laws if a resource’s assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, Oracle will plan with you to limit the duration of a resource’s assignment in a particular location to less than one year. If the requirements of the services are such that it becomes necessary for a resource’s services in a particular location to continue for a year or more and as a result, the reimbursement of such resource’s living expenses are deemed compensatory for tax purposes, then, you agree to pay Oracle the amount of additional compensation provided to such resource to compensate for taxes imposed.

4. Project Management.

You shall designate a project manager who shall be solely responsible for project management associated with this exhibit and the direction of services provided to you by Oracle under this exhibit. Oracle shall provide services under this exhibit under the direction of such project manager, who shall make all decisions in connection with project management and direction of services under this exhibit.

5. Network Access.

In order for Oracle to perform services under this exhibit, you will provide virtual private network ("VPN") access to your systems through a network connection you create between Oracle and your systems.

- You are responsible for ensuring that your network and systems comply with specifications Oracle provides prior to the commencement of the services and that all components of your Oracle software environment are accessible through the VPN.
- You are responsible for any equipment, labor and/or services necessary to set-up and maintain network connectivity at and to your Oracle software environment.
- You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle's onsite remote and offshore (i.e. located outside of the United States) team members.

If your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform services under this exhibit, you agree to pay for any increased costs resulting from your failure to provide such access. Oracle will prepare an amendment to this exhibit for the change in the services and fees resulting from such failure. If you do not review and approve such amendment within five (5) days after your receipt thereof, Oracle may terminate its performance of services under this exhibit.

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