

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



ITEM: 3.32
(ID # 12907)

MEETING DATE:
Tuesday, June 30, 2020

FROM: RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY(RCIT): Approve the Reseller Agreement with Vaske Computer, Inc. dba Collier IT for renewal of annual support and maintenance services of existing Oracle hardware and software from July 1, 2020 through June 30, 2025; All Districts. [Total Aggregate Cost \$5,789,737; Additional compensation not to exceed \$578,974 of the total aggregate, RCIT Budget - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Reseller Agreement with Vaske Computer, Inc. dba Collier IT for renewal of annual support and maintenance services of existing Oracle hardware and software from July 1, 2020 through June 30, 2025 for a total amount not to exceed \$5,789,737, and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the annual renewal options of the Agreement including modifications of the scope of services that stay within the intent of the Agreement and amendments to increase the compensation provisions that do not exceed 10% of the total aggregate cost of the Agreement for future purchases of Oracle hardware, license, support and maintenance services.

ACTION: Policy


Dave Rogers, Assistant County Executive Officer / CIO 6/22/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 30, 2020
xc: RCIT, Purchasing

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 1,009,621	\$ 5,789,737	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT Budget – 100%			Budget Adjustment: No	
			For Fiscal Year: 20/21-24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is for the renewal of annual support and maintenance services of existing Oracle hardware and software with Vaske Computer, Inc. dba Collier IT.

Departments throughout the County of Riverside utilize Oracle perpetual software licenses for various daily business functions such as database applications, security encryption, and all aspects of the PeopleSoft Financial System. RCIT maintains and supports the hardware exclusively and specifically utilized to support Oracle software.

The renewal for hardware maintenance and support services are preventive and remedial services that physically repair or optimize hardware, including contract maintenance and per-incident repair. Hardware support also includes online and telephone technical troubleshooting and assistance for setup, and all fee-based hardware warranty upgrades.

Also included in this renewal, is software maintenance and support services which provides access to the most current version of software. Support services include remote troubleshooting and support provided via telephone and online channels, as well as installation assistance and basic usability assistance.

The county will benefit by consolidating numerous contracts into one contract managed by RCIT. In managing one coterminous contract, it would reduce fiscal and administrative time as well as lower the risk for overlooking a contract renewal that would put the county out of compliance and result in penalties.

Approval of this request will allow the existing software to continue to function as it is intended and will provide reliable, efficient business processes in day-to-day county operations. The cost for the ongoing support and maintenance is included in the PeopleSoft rates currently charged to the departments.

Impact on Residents and Businesses

There are no negative impacts on residents or businesses in the County of Riverside.

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Additional Fiscal Information

Description	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Total
Oracle Hardware and software license support and maintenance services	\$1,009,621	\$1,076,205	\$1,149,295	\$1,231,198	\$1,323,418	\$5,789,737
Future Oracle purchases						\$ 578,974
Total						\$6,368,711

Contract History and Price Reasonableness

On March 26, 2020 Purchasing released RFQ (Request for Quotation) #RIVCO-2020-RFQ-0000088 in County's eProcurement System (RivcoPro), for Oracle hardware and software license support and maintenance services with the intent to consolidate all existing support contracts to have a coterminous annual renewal timeline. This will allow for more efficient processing of renewal, rather than multiple times throughout the year.

Purchasing notified eight potential vendors with one bid response received. Upon review and evaluation of the bid response, it was determined that Vaske Computer Inc. dba Collier IT as the lowest most responsive responsible bidder.

Attachments:

- Attachment A - Fully Executed OMA and Amendment One
- Attachment B - Product and Pricing
- Oracle Hardware and Support Services agreement with Vaske Computer Inc. DBA as Collier IT


Teresa Summers, Director of Purchasing 6/22/2020


Venus Brambila 6/23/2020


Gregory V. Priamos, Director County Counsel 6/23/2020

ORACLE HARDWARE AND SUPPORT SERVICE AGREEMENT

between

COUNTY OF RIVERSIDE

and

VASKE COMPUTER INC. dba COLLIER IT



JUN 30 2020 332

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and Vaske Computer Inc. dba Collier IT, a Minnesota corporation (herein referred to as "RESELLER") with a primary place of business at 2310 County Road D West, Suite 110, Saint Paul, MN 55112, effective July 1, 2020, based on RESELLER's response to RFQ # RIVCO-2020-RFQ-0000088 for Oracle Hardware and Support Service. The parties agree as follows:

1. Description of Services

1.1 RESELLER shall provide all services as outlined and specified at the cost as stated in Attachment B, Oracle Hardware and Support Service Annual Pricing, to the Agreement.

1.2 RESELLER represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. RESELLER shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 RESELLER affirms this it is fully apprised of all of the work to be performed under this Agreement; and the RESELLER agrees it can properly perform this work at the prices stated in Attachment B. RESELLER is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the RESELLER's performance under this Agreement does not operate as a release of RESELLER's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

This Agreement shall be effective from July 1, 2020 through June 30, 2025, unless terminated earlier. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the RESELLER for services and products provided by RESELLER in accordance with the terms of this Agreement. Maximum payments by COUNTY to RESELLER shall not exceed the annual amount stated in Attachment B of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. All invoices will be due and payable Net 30 days after date of invoice.

3.2 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify RESELLER in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Hold Harmless/Indemnification:

4.1 RESELLER shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted by a third party upon any services, or acts or omissions, of RESELLER, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. RESELLER shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any third-party claim or action based upon such acts, omissions or services.

4.2 With respect to any action or claim subject to indemnification herein by RESELLER. RESELLER shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes RESELLER indemnification to Indemnitees as set forth herein.

4.3 RESELLER obligation hereunder shall be satisfied when RESELLER has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

5. Termination:

5.1 Either party may terminate this Agreement without cause upon thirty (30) days written notice served upon the other party stating the extent and effective date of termination.

5.2 Either party may, upon five (5) days written notice terminate this Agreement for the non-terminating party's default, if the other party refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not cure such failure within thirty (30) business days receipt of written notice of any such default.

5.3 Either party's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by that party; or in the event of that party's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

7. Alteration or Changes to the Agreement

The Board of Supervisors and, if authorized, the COUNTY Purchasing Agent and/or his designee, are the only authorized COUNTY representatives who may alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly. Any alteration or amendment must be made in writing and be mutually signed by both Parties.

8. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street
Riverside, CA 92501

Vaske Computer Inc. dba Collier IT
Attn: Dylan Bell
2310 County Road D West, Suite 110
Saint Paul, MN 55112

9. Insurance

Without limiting or diminishing the RESELLER'S obligation to indemnify or hold the COUNTY harmless, RESELLER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the RESELLER has employees as defined by the State of California, the RESELLER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$500,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of RESELLER'S performance of its obligations hereunder. Policy shall include the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general

aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The RESELLER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, RESELLER'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) RESELLER shall cause RESELLER'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. RESELLER shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.
- 4) It is understood and agreed to by the parties hereto that the RESELLER'S insurance shall be construed as primary insurance, and the COUNTY'S insurance

and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the RESELLER has become inadequate.
- 6) RESELLER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 8) RESELLER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

10. **General:**

10.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

10.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

10.3 The following documents are attached to and incorporated into this Agreement:

- a. Attachment A: Oracle Master Agreement.
- b. Attachment B: Vaske's pricing response to RFQ # RIVCO-2020-RFQ-0000088 for Oracle Hardware and Support Service.

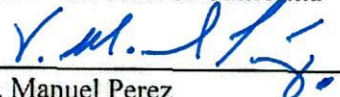
10.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

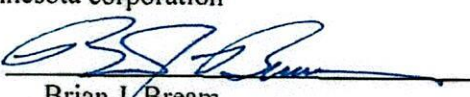
10.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Vaske Computer Inc. dba Collier IT, a Minnesota corporation

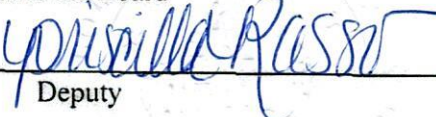
By: 
V. Manuel Perez
Chairman, Board of Supervisors

By: 
Brian J. Bream
Chief Executive Officer


Dated: JUN 30 2020

Dated: 06/08/2020

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh,
Deputy County Counsel


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COUNTY OF RIVERSIDE, a political subdivision of the State of California

Vaske Computer Inc. dba Collier IT, a Minnesota corporation

By: _____
V. Manuel Perez
Chairman, Board of Supervisors

By:  _____
Brian J. Bream
Chief Executive Officer

Dated: _____

Dated: 06/08/2020

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh,
Deputy County Counsel

Attachment A: Oracle Master Agreement

ORACLE**GENERAL TERMS- Public Sector**

Oracle General Terms Reference:

US-OMA-1857475

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

1. DEFINITIONS

1.1 "**Hardware**" refers to the computer equipment, including components, options and spare parts.

1.2 "**Integrated Software**" refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

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 "**Operating System**" refers to the software that manages Hardware for Programs and other software.

1.5 "**Products**" refers to Programs, Hardware, Integrated Software and Operating System.

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. Programs do not include Integrated Software or any Operating System or any software release prior to general availability (e.g., beta releases)

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/documentation>.

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). As of the Effective Date, the following Schedules are incorporated into the Master Agreement: **Schedule P – Program and Schedule H – Hardware.**

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.

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. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

4. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software 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 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, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

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

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 Notwithstanding the provisions of section 5.2 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 is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware, if any.

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 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 were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, 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>.

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 the parties' 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 You may terminate this Master Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. If You end this Master Agreement as specified in the preceding sentence, You agree You must pay within 30 days all amounts which have accrued prior to the end of this Master Agreement, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under this Master Agreement plus applicable related taxes and expenses (if any).

6.3 If You have used a contract with Oracle or an affiliate of Oracle 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.

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. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Oracle's income. 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>.

8. NONDISCLOSURE

8.1 By virtue of the Master Agreement, the parties may have access to information that is confidential to one another ("**Confidential Information**"). We each agree to disclose only information that is required for the performance of obligations under the Master Agreement. Confidential Information shall be limited information clearly identified as confidential at the time of disclosure.

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

8.3 Subject to the applicable law, we each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to applicable law, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

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 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Products and/or Service Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence. The Master Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under the Master Agreement shall be provided to the other party in writing.

10. LIMITATION OF LIABILITY

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

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.

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

The Master Agreement is governed by the laws of the State of California.

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

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, 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 Separately Licensed Third Party Technology licensed under open source or similar license terms.

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

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

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

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

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

16.8 For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

17. MASTER AGREEMENT EFFECTIVE DATE

The Effective Date of the Master Agreement is 09/04/2018. (DATE TO BE COMPLETED BY ORACLE)

COUNTY OF RIVERSIDE, a political subdivision of the Oracle America, Inc.


State of California

By: 

Richard R. Hai

Procurement Contract Specialist

Dated: 08/28/2018

Authorized Signature: 

Name: Federico Arias C.

Title: Manager, Deal Management

Signature Date: September 4, 2018

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: 

Susanna Oh

Deputy County Counsel



Public Sector
Schedule H - Hardware

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

Your Name:	COUNTY OF RIVERSIDE, a political subdivision of the State of California
General Terms Reference:	US-OMA-1857475

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

1. DEFINITIONS

1.1 "Commencement Date" for the Hardware, Operating System and Integrated Software refers to the date the Hardware is delivered. For Integrated Software Options, the Commencement Date refers to the date the Hardware is delivered or the effective date of the order if shipment of Hardware is not required.

1.2 "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. Such separate order will set forth the fees for the Integrated Software Options You are ordering. 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.

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

2. RIGHTS GRANTED

2.1 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 pay the fees as set forth in and in accordance with such order.

2.2 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.

2.3 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 Schedule H 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 Schedule H, 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 Schedule H. 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 Master Agreement and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

2.4 The Operating System or Integrated Software or Integrated Software Options (or all three) 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 Master Agreement including this Schedule H. 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.

2.5 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 Schedule H ("deliverables"); however, certain deliverables may be subject to additional license terms which are provided in the order.

3. RESTRICTIONS

3.1 You may only make copies of the Operating System, Integrated Software and Integrated Software Options for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the Operating System, Integrated Software or Integrated Software Options. You shall not decompile or reverse engineer (unless required by law for interoperability) the Operating System or Integrated Software.

3.2 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.

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

4. TRIAL PROGRAMS

Oracle may include additional Programs on the Hardware (e.g., Exadata Storage Server software). 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 for trial, non-production purposes for up to 30 days from the date of delivery provided that You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the 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 Oracle Hardware and Systems Support acquired with Your order may be renewed annually and, if You renew Oracle Hardware and Systems Support for the same systems and same configurations, for the first and second renewal years the technical support fee will not increase by more than 3% over the prior year's fees.

5.2 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 are incorporated in this Schedule H and 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 the order for technical support services. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://oracle.com/contracts>.

5.3 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.

6. HARDWARE-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Hardware-related Service Offerings under this Schedule H 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 which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle 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, the Integrated Software media and the Integrated Software Options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle 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 delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.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. The Oracle Hardware Warranty applies only to Hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The Hardware may be new or like new. The Oracle Hardware Warranty applies to Hardware that is new and Hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

7.2 Oracle also warrants that technical support services and Hardware-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule H will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Hardware-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Service Offerings.

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE HARDWARE ITEM OR (ii) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. 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.

7.4 Replacement units for defective parts or Hardware Items replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the Hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or Hardware Items shall transfer back to Oracle upon removal from the Hardware.

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

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

- a. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware);
- b. maltreated or used in a manner other than in accordance with the relevant documentation;
- c. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- d. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- e. used with equipment or software not covered by an Oracle warranty, to the extent that the problems are attributable to such use;
- f. relocated, to the extent that problems are attributable to such relocation;
- g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- h. used by parties appearing on the then-current U.S. export exclusion list;
- i. relocated to countries subject to U.S. trade embargo or restrictions;
- j. used remotely to facilitate any activities for parties or in the countries referenced in 7.6(h) and 7.6(i) above; or
- k. purchased from any entity other than Oracle or an Oracle authorized reseller.

7.7 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.

8. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Operating System, Integrated Software and Integrated Software Options. 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 Operating System, Integrated Software and Integrated Software Options in excess of Your license rights. If You do not pay, Oracle can end (a) Service Offerings (including technical support) related to the Operating System, Integrated Software and Integrated Software Options, (b) licenses of the Operating System, Integrated Software and Integrated Software Options ordered under this Schedule H 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, Installation and Acceptance of Hardware

9.1.1 You are responsible for installation of the Hardware unless You purchase installation services from Oracle for that Hardware.

9.1.2 Oracle will deliver the Hardware in accordance with Oracle's Order and Delivery Policies which are in effect at the time of Your order and which may be accessed at <http://oracle.com/contracts>. Oracle will use 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 and the delivery terms in the Order and Delivery Policies that are applicable to Your country of destination will apply.

9.1.3 Acceptance of the Hardware is deemed to occur on delivery.

9.1.4 Oracle may make and invoice You for partial deliveries.

9.1.5 Oracle may make substitutions and modifications to the Hardware that do not cause a material adverse effect in overall Hardware performance.

9.1.6 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.

9.2 Delivery and Installation of Integrated Software Options

9.2.1 You are responsible for installation of the Integrated Software Options unless the Integrated Software Options have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for the Integrated Software Options.

9.2.2 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 Integrated Software Options listed in the 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 Integrated Software Options and related documentation for the Integrated Software Options listed. Provided that You have continuously maintained technical support for the listed Integrated Software Options, You may continue to download the Integrated Software Options and related documentation. Please be advised that not all Integrated Software Options are available on all Hardware/Operating System combinations. For the most recent Integrated Software Options availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Integrated Software Options under the applicable order, electronic download or otherwise.

9.3 Transfer of Title

Title to the Hardware will transfer upon delivery.

9.4 Territory

The Hardware shall be installed in the country/countries 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.

9.5 Pricing, Invoicing, and Payment Obligation

9.5.1 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>.

9.5.2 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 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.

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

9.5.4 Hardware-related Service Offering fees are invoiced after performance of the Hardware-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. 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.

9.5.5 In addition to the prices listed on the order, Oracle will invoice You 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>.



Public Sector
Schedule P - Program

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

Your Name:	COUNTY OF RIVERSIDE, a political subdivision of the State of California
General Terms Reference:	US-OMA-1857475

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 operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation.

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 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 operations and You are responsible for their compliance with the General Terms and this Schedule P in such use. For Programs that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under the General Terms and this Schedule P.

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

3. RESTRICTIONS

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

If You are permitted under an order to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the form and to the extent such source code is provided by Oracle, and You must distribute Separately

Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Oracle). Notwithstanding the foregoing, Your rights to the Programs are solely limited to the rights granted in Your order.

3.2 You may not:

- a. remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;
- b. make the Programs or materials resulting from the Service Offerings available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license or materials from the Service Offerings you have acquired);
- c. cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
- d. disclose results of any Program benchmark tests without Oracle's prior written consent, except as required by applicable law, provided that You give Oracle prior notice and an opportunity to oppose such disclosure (unless prohibited by law).

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

4. TRIAL PROGRAMS

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

5. TECHNICAL SUPPORT

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

5.2 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 3% 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 3% over the prior year's fees.

5.3 If You decide to purchase technical support for any Program license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The

technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

6. PROGRAM-RELATED SERVICE OFFERINGS

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

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

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

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

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A 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 the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or 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.



ORACLE MASTER AGREEMENT AMENDMENT ONE

This Oracle Master Agreement Amendment One (this "Amendment") amends the Oracle Master Agreement (US-OMA-1857475), dated 09/04/2018 (to be completed by Oracle), and all amendments and addenda thereto (the "Master Agreement") between COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter referred to as "You," "County of Riverside," or "County") and Oracle America, Inc. ("Oracle").

The parties agree to amend the Master Agreement as follows:

A. GENERAL TERMS

1. In the General Terms, delete the first sentence in its entirety and replace it with the following sentence:

"These General Terms (these "General Terms") are between Oracle America, Inc. ("Oracle") and the entity identified below in the signature block (hereinafter referred to as "You," "County of Riverside," or "County").

2. **INDEMNIFICATION – Section 5**

Insert the following parenthetical in subsection 5.1(b) immediately before the semicolon:

"(provided, however, that without the Recipient's written consent, Provider may not admit that Recipient has any liability, obligate Recipient to pay any non-reimbursable sum, or make any admission of a wrongdoing by Recipient in conjunction with the defense or as a result of the settlement of the claim)"

3. **NONDISCLOSURE – Section 8**

- a. Insert the following sentences after the first sentence of subsection 8.1:

"Confidential Information includes Personal Data. "Personal Data" means non-public personally identifiable information of your individual employees or customers. You agree to disclose to Oracle only such Personal Data as is necessary for Oracle to perform its obligations under this Master Agreement."

- b. Add the following as the last sentence to subsection 8.3:

"To the extent not prohibited by law or judicial order, Oracle shall provide prompt, written notification to You of all third party requests it receives seeking disclosure of Your Confidential Information."

- c. Add a new subsection 8.4:

"Oracle shall not use for personal gain or make other improper use of Confidential Information which is acquired in connection with this Master Agreement; provided, however, that nothing in this Master Agreement shall prevent Oracle from using general know-how acquired by Oracle's exposure to Confidential Information while providing services to you or from using Confidential Information related to your business processes in the development, modification or enhancement of Oracle's products or in the provision of services to third parties, as long as such use does not result in the disclosure of your Confidential Information to third parties in violation of this section. "Confidential Information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; information or data or Your operational procedures which is not subject to public disclosure; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement."

4. **OTHER – Section 16**

Insert the following as a new subsection 16.9 in Section 16, Other:

"16.9 Without limiting or diminishing ORACLE'S obligation to indemnify or hold the COUNTY harmless, ORACLE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If ORACLE has employees as defined by the State of California, ORACLE shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ORACLE'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then ORACLE shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Cyber Liability

Oracle shall procure and maintain Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Oracle in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If Oracle maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Oracle. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A- A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) ORACLE must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, ORACLE'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) ORACLE shall cause ORACLE'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in

writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ORACLE shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that ORACLE'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by ORACLE has become inadequate.

6) ORACLE shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) ORACLE agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9) Oracle shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Oracle, its agents, representatives, or employees. Oracle shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data."

B. SCHEDULE H - HARDWARE

1. AUDIT – Section 8

Delete the language in Section 8 Audit in its entirety and replace it with the following language:

"Upon 45 days written notice, Oracle may audit Your use of the Operating System, Integrated Software and Integrated Software Options, but no more than two audits per year. 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. In the event of an audit, Oracle agrees to provide You an opportunity, not to exceed thirty (30) days, to review, discuss and respond to any findings before a final audit report is filed. Once the audit report is finalized, You agree to pay within thirty (30) days written notification of any fees applicable to Your use of the Operating System, Integrated Software and Integrated Software Options in excess of Your license rights. If You do not pay, Oracle can end (a) Service Offerings (including technical support) related to the Operating System, Integrated Software and Integrated Software Options, (b) licenses of the Operating System, Integrated Software and Integrated Software Options ordered under this Schedule H 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.

If You in good faith provide Oracle with written notice of an alleged error in the amount of underpaid fees due Oracle as a result of an audit under this section (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President (or Your County equivalent designee) to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may begin until

either Vice President (or Your County equivalent designee) concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely."

C. SCHEDULE P - PROGRAM

1. AUDIT – Section 8

Delete the language in Section 8 Audit in its entirety and replace it with the following language:

"Upon 45 days written notice, Oracle may audit Your use of the Programs, but no more than twice annually. 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. In the event of an audit, Oracle agrees to provide You an opportunity, not to exceed thirty (30) days, to review, discuss and respond to any findings before a final audit report is filed. Once the audit report is finalized, You agree to pay within thirty (30) days written notification of 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.

If You in good faith provide Oracle with written notice of an alleged error in the amount of underpaid fees due Oracle as a result of an audit under this section (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President (or Your County equivalent designee) to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may begin until either Vice President (or Your County equivalent designee) concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely."

Subject to the modifications herein, the Master Agreement shall remain in full force and effect.

The Effective Date of this Amendment One is 09/04/2018. (to be completed by Oracle)

COUNTY OF RIVERSIDE, a political subdivision of the State of California

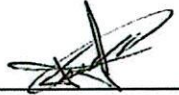
By: 

Richard R. Hai

Procurement Contract Specialist

Signature Date: 08/28/2018

Oracle America, Inc.

Authorized Signature: 

Name: Federico Aius C.

Title: Manager, Deal Management

Signature Date: September 4, 2018

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Susanna Oh
Deputy County Counsel

Attachment B: Product and Pricing

Contract Number	Contract Line Start Date	Contract Align End Date	Contract Owner	CSI	Config ID	Product Description	Pricing Qty	License Level	Reference Number	Yr 1 Direct	Yr 2 Direct	Yr 3 Direct	Y4 4 Direct	Yr 5 Direct
1650782	1-Jul-20	30-Jun-21	County of Riverside	3771011		Oracle Database Enterprise Edition - Processor Perpetual	6	FULL USE	11213959	59768.59	62159.34	64645.71	67231.54	69920.80
1650782	1-Jul-20	30-Jun-21	County of Riverside	3771011		Oracle Database Enterprise Edition - Named User Plus Perpetual	20	FULL USE	11213960	3121.67	3246.54	3376.40	3511.46	3651.92
1650782	1-Jul-20	30-Jun-21	County of Riverside	3771011		Oracle Internet Developer Suite - Named User Plus Perpetual	1	FULL USE	11213961	1039.63	1081.21	1124.46	1169.44	1216.21
1650782	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY DEPT PUB SOC SRVCS	15493610		Oracle Database Enterprise Edition - Processor Perpetual	4	FULL USE	40294353	31942.41	33220.11	34548.92	35930.87	37368.11
1650786	1-Jul-20	30-Jun-21	County of Riverside	3770994		Oracle Database Enterprise Edition - Processor Perpetual	4	FULL USE	11213978	25372.01	26386.89	27442.36	28540.06	29681.66
1650786	1-Jul-20	30-Jun-21	County of Riverside	3770994		Oracle Spatial and Graph - Processor Perpetual	4	FULL USE	11213979	6343.00	6596.72	6860.59	7135.01	7420.41
1650786	1-Jul-20	30-Jun-21	County of Riverside	3770994		Oracle Diagnostics Pack - Processor Perpetual	4	FULL USE	11213980	634.29	659.66	686.04	713.49	742.02
1650786	1-Jul-20	30-Jun-21	County of Riverside	3770994		Oracle Tuning Pack - Processor Perpetual	4	FULL USE	11213981	634.32	659.69	686.08	713.52	742.06
2018568	1-Jul-20	30-Jun-21	County of Riverside	3770998		Oracle Database Enterprise Edition - Processor Perpetual	14	FULL USE	11213982	114839.72	119433.31	124210.64	129179.07	134346.23
2018568	1-Jul-20	30-Jun-21	County of Riverside	3770998		Oracle Diagnostics Pack - Processor Perpetual	14	FULL USE	11213984	7382.50	7677.80	7984.91	8304.31	8636.48
2018568	1-Jul-20	30-Jun-21	County of Riverside	3770998		Oracle Tuning Pack - Processor Perpetual	14	FULL USE	11213986	7382.50	7677.80	7984.91	8304.31	8636.48
2018568	1-Jul-20	30-Jun-21	County of Riverside	14034979		Oracle Database Enterprise Edition - Processor Perpetual	2	FULL USE	37417773	15120.27	15725.08	16354.08	17008.25	17688.58
2018568	1-Jul-20	30-Jun-21	County of Riverside	14034979		Oracle Diagnostics Pack - Processor Perpetual	2	FULL USE	37417774	1134.01	1179.37	1226.54	1275.61	1326.63
2018568	1-Jul-20	30-Jun-21	County of Riverside	14034979		Oracle Tuning Pack - Processor Perpetual	2	FULL USE	37417775	1134.02	1179.38	1226.55	1275.61	1326.64
2018568	1-Jul-20	30-Jun-21	County of Riverside	14034979		Oracle Partitioning - Processor Perpetual	14	FULL USE	37417781	26460.41	27518.82	28619.58	29764.36	30954.93
2018568	1-Jul-20	30-Jun-21	Riverside County Oasis Department	14269265		Oracle Partitioning - Processor Perpetual	2	FULL USE	37740760	3449.15	3587.12	3730.60	3879.82	4035.02
2018568	1-Jul-20	30-Jun-21	Riverside County Oasis Department	14269265		Oracle Database Enterprise Edition - Processor Perpetual	2	FULL USE	37740761	13796.56	14348.42	14922.36	15519.25	16140.02
2018568	1-Jul-20	30-Jun-21	Riverside County Oasis Department	14269265		Oracle Diagnostics Pack - Processor Perpetual	2	FULL USE	37740762	1034.80	1076.19	1119.24	1164.01	1210.57
2018568	1-Jul-20	30-Jun-21	Riverside County Oasis Department	14269265		Oracle Tuning Pack - Processor Perpetual	2	FULL USE	37740763	1034.80	1076.19	1119.24	1164.01	1210.57
2018568	1-Jul-20	30-Jun-21	Riverside County Oasis Department	15805560		Oracle Partitioning - Processor Perpetual	7	FULL USE	40778758	10725.99	11155.03	11601.23	12065.28	12547.89
2018568	1-Jul-20	30-Jun-21	Riverside County Oasis Department	15805560		Oracle Diagnostics Pack - Processor Perpetual	5	FULL USE	40778760	2298.41	2390.35	2485.96	2585.40	2688.82
2018568	1-Jul-20	30-Jun-21	Riverside County Oasis Department	15805560		Oracle Real Application Clusters - Processor Perpetual	16	FULL USE	40778761	49032.89	50994.21	53033.97	55155.33	57361.55
2018568	1-Jul-20	30-Jun-21	Riverside County Oasis Department	15805560		Oracle Database Enterprise Edition - Processor Perpetual	5	FULL USE	40778762	30645.56	31871.38	33146.23	34472.08	35850.97
2018568	1-Jul-20	30-Jun-21	Riverside County Oasis Department	15805560		Oracle Tuning Pack - Processor Perpetual	5	FULL USE	40778763	2298.41	2390.35	2485.96	2585.40	2688.82
2018568	1-Jul-20	30-Jun-21	Riverside County Oasis Department	15805560		Oracle Diagnostics Pack - Processor Perpetual	1	FULL USE	40778764	694.32	722.10	750.98	781.02	812.26
2018568	1-Jul-20	30-Jun-21	Riverside County Oasis Department	15805560		Configuration Management Pack - Processor Perpetual	24	FULL USE	40778765	11032.37	11473.67	11932.61	12409.92	12906.31
2018568	1-Jul-20	30-Jun-21	Riverside County Oasis Department	15805560		Oracle Tuning Pack - Processor Perpetual	1	FULL USE	40778766	694.32	722.10	750.98	781.02	812.26
2018568	1-Jul-20	30-Jun-21	Riverside County Oasis Department	15805560		Oracle Partitioning - Processor Perpetual	1	FULL USE	40778767	2262.44	2352.93	2447.05	2544.93	2646.73
2018568	1-Jul-20	30-Jun-21	Riverside County Oasis Department	15805560		Oracle Database Enterprise Edition - Processor Perpetual	1	FULL USE	40778773	7715.09	8023.70	8344.65	8678.43	9025.57
2018568	1-Jul-20	30-Jun-21	County of Riverside	16350302		Oracle Database Standard Edition One - Processor Perpetual	6	FULL USE	41636751	6707.63	6975.93	7254.97	7545.17	7846.97
2018568	1-Jul-20	30-Jun-21	County of Riverside	17999573		Oracle Real Application Clusters - Processor Perpetual	1	FULL USE	66723409	3695.88	3843.71	3997.46	4157.36	4323.66
2018568	1-Jul-20	30-Jun-21	County of Riverside	17999573		Oracle Advanced Compression - Named User Plus Perpetual	25	FULL USE	66723410	8315.73	8648.35	8994.29	9354.06	9728.22
2018568	1-Jul-20	30-Jun-21	County of Riverside	17999573		Oracle Real Application Clusters - Named User Plus Perpetual	25	FULL USE	66723411	1847.93	1921.85	1998.73	2078.67	2161.82
2018568	1-Jul-20	30-Jun-21	County of Riverside	17999573		Oracle Advanced Compression - Processor Perpetual	17	FULL USE	66723412	31414.93	32671.52	33978.38	35337.52	36751.02
2018568	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY DEPT OF INFORMATION TECHNOLOGY	18511430		Oracle Database Standard Edition One - Processor Perpetual	4	FULL USE	78126824	4986.88	5186.36	5393.81	5609.57	5833.95
2018568	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	18665564		Oracle Data Masking Pack - Named User Plus Perpetual	25	FULL USE	80798412	8240.42	8570.04	8912.84	9269.35	9640.12
2018568	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	18665564		Oracle Data Masking Pack - Processor Perpetual	17	FULL USE	80798413	31130.68	32375.91	33670.95	35017.79	36418.50
2018568	1-Jul-20	30-Jun-21	County of Riverside	19085442		Oracle Advanced Security - Processor Perpetual	17	FULL USE	90663296	29611.57	30796.03	32027.87	33308.99	34641.34
2018568	1-Jul-20	30-Jun-21	County of Riverside	19085442		Oracle Advanced Security - Named User Plus Perpetual	25	FULL USE	90671321	7838.40	8151.93	8478.01	8817.13	9169.82
3883223	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	16140262		Oracle Database Standard Edition One - Oracle 1-Click Ordering Program - Named User Plus Perpetual	21	FULL USE	41404687	1077.47	1120.57	1165.39	1212.01	1260.49
6657744	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20137543		Oracle Advanced Compression - Processor Perpetual	4	FULL USE	104773699	8962.28	9320.77	9693.60	10081.34	10484.60
6657744	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20137543		Oracle Real Application Clusters - Processor Perpetual	4	FULL USE	104782188	11940.35	12417.96	12914.68	13431.27	13968.52
6657744	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20137543			4	FULL USE	104782189	7435.42	7732.84	8042.15	8363.84	8698.39
6657744	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20137543		Oracle Data Masking and Subsetting Pack - Processor Perpetual	4	FULL USE	104782190	8403.79	8739.94	9089.54	9453.12	9831.25
6657744	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026513		Oracle Data Masking and Subsetting Pack for Non-Oracle Databases - Processor Perpetual	3	FULL USE	104782193	2556.89	2659.17	2765.54	2876.16	2991.21

Attachment B: Product and Pricing

Contract Number	Contract Line Start Date	Contract Align End Date	Contract Owner	CSI	Config ID	Product Description	Pricing Qty	License Level	Reference Number	Yr 1 Direct	Yr 2 Direct	Yr 3 Direct	Y4 4 Direct	Yr 5 Direct
6657744	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026513		Exadata Storage Server Software - Disk Drive Perpetual	36	FULL USE	104782194	26680.50	27747.72	28857.63	30011.94	31212.41
6657744	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026513		Oracle Management Pack for Oracle GoldenGate - Processor Perpetual	24	FULL USE	104782195	6225.45	6474.47	6733.45	7002.78	7282.89
6657744	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026513		Oracle GoldenGate - Processor Perpetual	24	FULL USE	104782196	31127.23	32372.32	33667.21	35013.90	36414.45
6657744	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026513		Oracle Advanced Compression - Processor Perpetual	3	FULL USE	104782197	2556.89	2659.17	2765.54	2876.16	2991.21
6657744	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026513		Oracle Advanced Security - Processor Perpetual	3	FULL USE	104782198	3335.03	3468.43	3607.17	3751.46	3901.51
6657744	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026513		Exalogic Elastic Cloud Software - Processor Perpetual	96	FULL USE	104782199	71612.78	74477.29	77456.38	80554.64	83776.82
6657744	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026513		Oracle Real Application Clusters - Processor Perpetual	3	FULL USE	104782200	5113.77	5318.32	5531.06	5752.30	5982.39
6661616	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104798385	Oracle ZFS Storage Appliance Replication - Integrated Software Option - per Management Controller Metric			104798385	1138.17	1361.25	1628.06	1947.16	2328.80
6661664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104793797	Oracle ZFS Storage Appliance Replication - Integrated Software Option - per Management Controller Metric			104793797	1138.17	1361.25	1628.06	1947.16	2328.80
6668292	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022008	104851691	QSFP to QSFP passive copper cable: 5 meter			104851691	542.53	648.86	776.04	928.15	1110.06
6668292	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022016	104851693	ASSY,ORACLE XS-2 ADVANCED SUPPORT GATEWAY 1U SERVER			104851692	1291.24	1544.32	1847.01	2209.02	2641.99
6668292	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022016	104851693	Oracle Advanced Support Gateway Server XS-2			104851693	0.00	0.00	0.00	0.00	0.00
6668292	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022008	104851694	Jumper Cable Kit: 1 x 2m C13			104851694	7.81	9.34	11.17	13.36	15.98
6668292	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022008	104851695	Dual rate transceiver: SFP+ SR, Support 1 Gb/sec and 10 Gb/sec dual rate			104851695	353.09	422.30	505.07	604.06	722.46
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022015	104884911	Exadata Database Machine XS-2: model family			104884911	36410.13	43546.52	52081.63	62289.63	74498.40
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022015	104884911	Exadata Database Machine XS-2: model family			104884912	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022015	104884911	Exadata Database Machine XS-2 HC Eighth Rack			104884913	32040.84	38320.84	45831.73	54814.75	65558.44
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022015	104884911	XS-2L,2U,HIGH CAPACITY SERVER,EXADATA X5			104884914	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022015	104884911	XS-2,1U DATABASE SERVER,EXADATA X5			104884915	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022015	104884911	XS-2,1U DATABASE SERVER,EXADATA X5			104884916	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022015	104884911	XS-2L,2U,HIGH CAPACITY SERVER,EXADATA X5			104884917	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022015	104884911	XS-2L,2U,HIGH CAPACITY SERVER,EXADATA X5			104884918	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022016	104884930	Exalogic Elastic Cloud XS-2 Eighth Rack			104884919	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022016	104884930	ASSY,DISK SHELF,STORAGE DE2-24C (20x 4TB, 4x 200GB)			104884920	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022016	104884930	SUNDC Switch IB NM2-GW,LF			104884921	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022016	104884930	XS-2,1U EXALOGIC COMPUTE NODE SERVER			104884922	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022016	104884930	ASSY,ZS3-ES,256GB,2x8C CPU,Base			104884923	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022016	104884930	SWITCH,ENET,WS-C4948E-F-S,CISCO CATALYST,BACK TO FRONT COOLING			104884924	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022016	104884930	ASSY,ZS3-ES,256GB,2x8C CPU,Base			104884925	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022016	104884930	XS-2,1U EXALOGIC COMPUTE NODE SERVER			104884926	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022016	104884930	XS-2,1U EXALOGIC COMPUTE NODE SERVER			104884927	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022016	104884930	XS-2,1U EXALOGIC COMPUTE NODE SERVER			104884928	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022016	104884930	SUNDC Switch IB NM2-GW,LF			104884929	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022016	104884930	Exalogic Elastic Cloud XS-2: model family			104884930	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022016	104884930	Exalogic Elastic Cloud XS-2: model family			104884931	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022016	104884930	RACK 42U-1200 W/HEAVY DUTY PAL			104884932	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022015	104884911	SWITCH,ENET,WS-C4948E-F-S,CISCO CATALYST,BACK TO FRONT COOLING			105590403	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022015	104884911	SUNDC SWITCH IB-36P MANAGED,LF			105590404	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022015	104884911	SUNDC SWITCH IB-36P MANAGED,LF			105590405	0.00	0.00	0.00	0.00	0.00
6675664	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20022015	104884911	RACK 42U-1200 W/HEAVY DUTY PAL			105590406	0.00	0.00	0.00	0.00	0.00
6675906	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20024355	104885641	Jumper Cable Kit: 1 x 2m C13			104885641	7.81	9.34	11.17	13.36	15.98
6675906	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026498	104891457	Exadata Database Machine XS-2 HC Eighth Rack			104891451	29602.90	35405.06	42344.45	50643.97	60570.19
6675906	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026498	104891457	XS-2L,2U,HIGH CAPACITY SERVER,EXADATA X5			104891452	0.00	0.00	0.00	0.00	0.00
6675906	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026498	104891457	XS-2,1U DATABASE SERVER,EXADATA X5			104891453	0.00	0.00	0.00	0.00	0.00
6675906	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026498	104891457	XS-2,1U DATABASE SERVER,EXADATA X5			104891454	0.00	0.00	0.00	0.00	0.00
6675906	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026498	104891457	XS-2L,2U,HIGH CAPACITY SERVER,EXADATA X5			104891455	0.00	0.00	0.00	0.00	0.00
6675906	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026498	104891457	XS-2L,2U,HIGH CAPACITY SERVER,EXADATA X5			104891456	0.00	0.00	0.00	0.00	0.00
6675906	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026498	104891457	Exadata Database Machine XS-2: model family			104891457	0.00	0.00	0.00	0.00	0.00
6675906	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026498	104891457	Exadata Database Machine XS-2: model family			104891458	0.00	0.00	0.00	0.00	0.00
6675906	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026498	104891457	SUNDC SWITCH IB-36P MANAGED,LF			105590515	0.00	0.00	0.00	0.00	0.00
6675906	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026498	104891457	SUNDC SWITCH IB-36P MANAGED,LF			105590516	0.00	0.00	0.00	0.00	0.00
6675906	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026498	104891457	SWITCH,ENET,WS-C4948E-F-S,CISCO CATALYST,BACK TO FRONT COOLING			105590517	0.00	0.00	0.00	0.00	0.00
6675906	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026498	104891457	RACK 42U-1200 W/HEAVY DUTY PAL			105590518	0.00	0.00	0.00	0.00	0.00
6677865	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20024355	104901451	ASSY,ORACLE XS-2 ADVANCED SUPPORT GATEWAY 1U SERVER			104901450	0.00	0.00	0.00	0.00	0.00
6677865	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20024355	104901451	Oracle Advanced Support Gateway Server XS-2			104901451	1294.66	1548.41	1851.90	2214.87	2648.98

Attachment B: Product and Pricing

Contract Number	Contract Line Start Date	Contract Align End Date	Contract Owner	CSI	Config ID	Product Description	Pricing Qty	License Level	Reference Number	Yr 1 Direct	Yr 2 Direct	Yr 3 Direct	Y4 4 Direct	Yr 5 Direct
6677865	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026501	104903291	Exalogic Elastic Cloud X5-2: model family			104903291	33661.36	40258.99	48149.75	57587.10	68874.17
6677865	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026501	104903291	Exalogic Elastic Cloud X5-2: model family			104903292	0.00	0.00	0.00	0.00	0.00
6677865	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026501	104903291	RACK 42U-1200 W/HEAVY DUTY PAL			104903293	0.00	0.00	0.00	0.00	0.00
6677865	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026501	104903291	Exalogic Elastic Cloud X5-2 Eighth Rack			104903294	0.00	0.00	0.00	0.00	0.00
6677865	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026501	104903291	ASSY,DISK SHELF,STORAGE DE2-24C (20x 4TB, 4x 200GB)			104903295	0.00	0.00	0.00	0.00	0.00
6677865	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026501	104903291	SUNDC Switch IB NM2-GW,LF			104903296	0.00	0.00	0.00	0.00	0.00
6677865	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026501	104903291	X5-2,1U EXALOGIC COMPUTE NODE SERVER			104903297	0.00	0.00	0.00	0.00	0.00
6677865	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026501	104903291	ASSY,Z53-ES,256GB,2x8C CPU,Base			104903298	0.00	0.00	0.00	0.00	0.00
6677865	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026501	104903291	SWITCH,ENET,WS-C4948E-F-S,CISCO CATALYST,BACK TO FRONT COOLING			104903299	0.00	0.00	0.00	0.00	0.00
6677865	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026501	104903291	ASSY,Z53-ES,256GB,2x8C CPU,Base			104903300	0.00	0.00	0.00	0.00	0.00
6677865	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026501	104903291	X5-2,1U EXALOGIC COMPUTE NODE SERVER			104903301	0.00	0.00	0.00	0.00	0.00
6677865	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026501	104903291	X5-2,1U EXALOGIC COMPUTE NODE SERVER			104903302	0.00	0.00	0.00	0.00	0.00
6677865	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026501	104903291	X5-2,1U EXALOGIC COMPUTE NODE SERVER			104903303	0.00	0.00	0.00	0.00	0.00
6677865	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20026501	104903291	SUNDC Switch IB NM2-GW,LF			104903304	0.00	0.00	0.00	0.00	0.00
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898456	Cable management arm			104898456	15.41	18.43	22.05	26.37	31.54
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898458	Oracle Dual Port QDR InfiniBand Adapter M3 (for factory installation)			104898457	526.04	629.14	752.45	899.93	1076.32
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898458	Storage Z53-2 ATO Base Model			104898458	0.00	0.00	0.00	0.00	0.00
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898458	Oracle ZFS Storage Z53-2: model family			104898459	0.00	0.00	0.00	0.00	0.00
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898458	One 16GB DDR3-1600 registered DIMM (for factory installation)			104898460	514.52	615.36	735.98	880.23	1052.75
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898458	Oracle ZFS Storage Z53-2: controller			104898461	1641.17	1962.84	2347.55	2807.67	3357.98
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898458	ASSY, Z53-2, Base			104898462	0.00	0.00	0.00	0.00	0.00
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898458	Power cord: Sun Rack 2 jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation)			104898463	5.06	6.05	7.23	8.65	10.34
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898467	One 4 TB 7200 rpm 3.5-inch SAS-2 HDD with heron bracket (for factory installation)			104898464	1539.37	1841.08	2201.93	2633.51	3149.68
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898467	Filler panel (for factory installation)			104898465	5.24	6.27	7.49	8.96	10.72
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898467	Power cord: Sun Rack 2 jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation)			104898466	5.27	6.30	7.53	9.01	10.78
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898467	Oracle Storage Drive Enclosure DE2-24C: model family			104898467	0.00	0.00	0.00	0.00	0.00
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898467	Oracle Storage Drive Enclosure DE2-24C: model family			104898468	0.00	0.00	0.00	0.00	0.00
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898467	Oracle Storage Drive Enclosure DE2-24C: base chassis (for factory installation)			104898469	427.24	510.98	611.13	730.91	874.17
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898474	2 Sun Storage 16 Gb FC short wave optics, Emulex (for factory installation)			104898470	148.86	178.04	212.93	254.67	304.59
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898476	2 Sun Storage 16 Gb FC short wave optics, Emulex (for factory installation)			104898471	148.86	178.04	212.93	254.67	304.59
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898474	Eight 2.5 inch drive slots, 1 DVD-RW drive slot, and disk cage for 1U			104898472	55.46	66.33	79.33	94.88	113.48
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898476	Eight 2.5 inch drive slots, 1 DVD-RW drive slot, and disk cage for 1U			104898473	55.46	66.33	79.33	94.88	113.48
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898474	Oracle Server X5-2: model family			104898474	0.00	0.00	0.00	0.00	0.00
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898474	Oracle Server X5-2: model family			104898475	0.00	0.00	0.00	0.00	0.00
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898476	Oracle Server X5-2: model family			104898476	0.00	0.00	0.00	0.00	0.00
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898476	Oracle Server X5-2: model family			104898477	0.00	0.00	0.00	0.00	0.00
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898474	PCIe filler panel (for factory installation)			104898478	0.26	0.31	0.37	0.44	0.53
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898476	PCIe filler panel (for factory installation)			104898479	0.26	0.31	0.37	0.44	0.53
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898474	Heat sink for 1U (for factory installation)			104898480	7.82	9.35	11.19	13.38	16.00
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898476	Heat sink for 1U (for factory installation)			104898481	7.82	9.35	11.19	13.38	16.00

Attachment B: Product and Pricing

Contract Number	Contract Line Start Date	Contract Align End Date	Contract Owner	CSI	Config ID	Product Description	Pricing Qty	License Level	Reference Number	Yr 1 Direct	Yr 2 Direct	Yr 3 Direct	Y4 4 Direct	Yr 5 Direct
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898474	One 32 GB LR DDR4-2133 DIMM (for factory installation)			104898482	889.40	1063.73	1272.22	1521.57	1819.80
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898476	One 32 GB LR DDR4-2133 DIMM (for factory installation)			104898483	889.40	1063.73	1272.22	1521.57	1819.80
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898474	Oracle Server X5-2: 1U base chassis with motherboard, internal 12 Gb SAS RAID HBA, 2 PSUs, slide rail kit, and cable management arm			104898484	434.44	519.60	621.44	743.24	888.91
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898476	Oracle Server X5-2: 1U base chassis with motherboard, internal 12 Gb SAS RAID HBA, 2 PSUs, slide rail kit, and cable management arm			104898485	434.44	519.60	621.44	743.24	888.91
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898474	OSA 8 GB USB stick (for factory installation)			104898486	3.42	4.09	4.89	5.85	7.00
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898476	OSA 8 GB USB stick (for factory installation)			104898487	3.42	4.09	4.89	5.85	7.00
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898474	Power cord: Sun Rack 2 jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation)			104898488	5.27	6.30	7.53	9.01	10.78
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898476	Power cord: Sun Rack 2 jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation)			104898489	5.06	6.05	7.23	8.65	10.34
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898474	Intel® Xeon® E5-2660 v3 10-core 2.6 GHz processor (for factory installation)			104898490	599.60	717.12	857.68	1025.79	1226.84
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898476	Intel® Xeon® E5-2660 v3 10-core 2.6 GHz processor (for factory installation)			104898491	599.60	717.12	857.68	1025.79	1226.84
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898474	Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Emulex (for factory installation)			104898492	348.51	416.81	498.51	596.22	713.07
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898476	Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Emulex (for factory installation)			104898493	348.51	416.81	498.51	596.22	713.07
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898474	DVD-RW drive (for factory installation)			104898494	12.45	14.90	17.81	21.31	25.48
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898476	DVD-RW drive (for factory installation)			104898495	12.45	14.90	17.81	21.31	25.48
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898474	One 1.2 TB 10000 rpm 2.5-inch SAS-2 HDD with marlin bracket (for factory installation)			104898496	154.63	184.94	221.19	264.54	316.40
6678142	1-Jul-20	30-Jun-21	Riverside County Innovation Technology	20041591	104898476	One 1.2 TB 10000 rpm 2.5-inch SAS-2 HDD with marlin bracket (for factory installation)			104898497	154.63	184.94	221.19	264.54	316.40
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898548	One 16GB DDR3-1600 registered DIMM (for factory installation)			104898543	514.52	615.36	735.98	880.23	1052.75
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898548	Oracle ZFS Storage ZS3-2: controller			104898544	1641.17	1962.84	2347.55	2807.67	3357.98
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898548	ASSY, ZS3-2, Base			104898545	0.00	0.00	0.00	0.00	0.00
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898548	Oracle Dual Port QDR InfiniBand Adapter M3 (for factory installation)			104898546	526.04	629.14	752.45	899.93	1076.32
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898548	Power cord: Sun Rack 2 jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation)			104898547	5.06	6.05	7.23	8.65	10.34
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898548	Storage ZS3-2 ATO Base Model			104898548	0.00	0.00	0.00	0.00	0.00
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898548	Oracle ZFS Storage ZS3-2: model family			104898549	0.00	0.00	0.00	0.00	0.00
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898550	Oracle Storage Drive Enclosure DE2-24C: model family			104898550	0.00	0.00	0.00	0.00	0.00
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898550	Oracle Storage Drive Enclosure DE2-24C: model family			104898551	0.00	0.00	0.00	0.00	0.00
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898550	Oracle Storage Drive Enclosure DE2-24C: base chassis (for factory installation)			104898552	427.24	510.98	611.13	730.91	874.17
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898550	Filler panel (for factory installation)			104898553	5.24	6.27	7.49	8.96	10.72
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898550	One 4 TB 7200 rpm 3.5-inch SAS-2 HDD with heron bracket (for factory installation)			104898554	1539.37	1841.08	2201.93	2633.51	3149.68
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898550	Power cord: Sun Rack 2 jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation)			104898555	5.27	6.30	7.53	9.01	10.78
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898563	Cable management arm			104898563	15.41	18.43	22.05	26.37	31.54
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898576	DVD-RW drive (for factory installation)			104898564	12.45	14.90	17.81	21.31	25.48
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898578	DVD-RW drive (for factory installation)			104898565	12.45	14.90	17.81	21.31	25.48
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898576	2 Sun Storage 16 Gb FC short wave optics, Emulex (for factory installation)			104898566	148.86	178.04	212.93	254.67	304.59
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898578	2 Sun Storage 16 Gb FC short wave optics, Emulex (for factory installation)			104898567	148.86	178.04	212.93	254.67	304.59
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898576	Intel® Xeon® E5-2660 v3 10-core 2.6 GHz processor (for factory installation)			104898568	599.60	717.12	857.68	1025.79	1226.84
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898578	Intel® Xeon® E5-2660 v3 10-core 2.6 GHz processor (for factory installation)			104898569	599.60	717.12	857.68	1025.79	1226.84
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898576	One 32 GB LR DDR4-2133 DIMM (for factory installation)			104898570	889.40	1063.73	1272.22	1521.57	1819.80
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898578	One 32 GB LR DDR4-2133 DIMM (for factory installation)			104898571	889.40	1063.73	1272.22	1521.57	1819.80
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898576	One 1.2 TB 10000 rpm 2.5-inch SAS-2 HDD with marlin bracket (for factory installation)			104898572	154.63	184.94	221.19	264.54	316.40

Attachment B: Product and Pricing

Contract Number	Contract Line Start Date	Contract Align End Date	Contract Owner	CSI	Config ID	Product Description	Pricing Qty	License Level	Reference Number	Yr 1 Direct	Yr 2 Direct	Yr 3 Direct	Y4 4 Direct	Yr 5 Direct
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898578	One 1.2 TB 10000 rpm 2.5-inch SAS-2 HDD with marlin bracket (for factory installation)			104898573	154.63	184.94	221.19	264.54	316.40
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898576	Power cord: Sun Rack 2 jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation)			104898574	5.27	6.30	7.53	9.01	10.78
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898578	Power cord: Sun Rack 2 jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation)			104898575	5.06	6.05	7.23	8.65	10.34
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898576	Oracle Server X5-2: model family			104898576	0.00	0.00	0.00	0.00	0.00
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898576	Oracle Server X5-2: model family			104898577	0.00	0.00	0.00	0.00	0.00
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898578	Oracle Server X5-2: model family			104898578	0.00	0.00	0.00	0.00	0.00
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898578	Oracle Server X5-2: model family			104898579	0.00	0.00	0.00	0.00	0.00
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898576	Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Emulex (for factory installation)			104898580	348.51	416.81	498.51	596.22	713.07
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898578	Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Emulex (for factory installation)			104898581	348.51	416.81	498.51	596.22	713.07
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898576	Eight 2.5 inch drive slots, 1 DVD-RW drive slot, and disk cage for 1U			104898582	55.46	66.33	79.33	94.88	113.48
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898578	Eight 2.5 inch drive slots, 1 DVD-RW drive slot, and disk cage for 1U			104898583	55.46	66.33	79.33	94.88	113.48
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898576	Oracle Server X5-2: 1U base chassis with motherboard, internal 12 Gb SAS RAID HBA, 2 PSUs, slide rail kit, and cable management arm			104898584	434.44	519.60	621.44	743.24	888.91
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898578	Oracle Server X5-2: 1U base chassis with motherboard, internal 12 Gb SAS RAID HBA, 2 PSUs, slide rail kit, and cable management arm			104898585	434.44	519.60	621.44	743.24	888.91
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898576	PCIe filler panel (for factory installation)			104898586	0.26	0.31	0.37	0.44	0.53
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898578	PCIe filler panel (for factory installation)			104898587	0.26	0.31	0.37	0.44	0.53
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898576	OSA 8 GB USB stick (for factory installation)			104898588	3.42	4.09	4.89	5.85	7.00
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898578	OSA 8 GB USB stick (for factory installation)			104898589	3.42	4.09	4.89	5.85	7.00
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898576	Heat sink for 1U (for factory installation)			104898590	7.82	9.35	11.19	13.38	16.00
6678168	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20031457	104898578	Heat sink for 1U (for factory installation)			104898591	7.82	9.35	11.19	13.38	16.00
6914518	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20250328		Oracle Functional Testing Suite for Oracle Applications - Named User Plus Perpetual	3	FULL USE	106514945	2833.59	2946.94	3064.82	3187.41	3314.90
6914518	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20250328		Oracle Multitenant - Processor Perpetual	24	FULL USE	106514946	33058.65	34380.99	35756.23	37186.48	38673.94
6914518	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20250328		Oracle Application Management Suite for PeopleSoft - Processor Perpetual	24	FULL USE	106517050	28335.98	29469.41	30648.19	31874.12	33149.08
6914518	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20250328		Oracle Real Application Testing - Processor Perpetual	24	FULL USE	106517051	21724.27	22593.24	23496.97	24436.85	25414.32
6914518	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20250328		Oracle Test Manager - Named User Plus Perpetual	3	FULL USE	106517052	472.26	491.15	510.80	531.23	552.48
6914518	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	20250328		Oracle Load Testing Suite for Oracle Applications - Named User Plus Perpetual	250	FULL USE	106517053	2459.72	2558.11	2660.44	2766.86	2877.53
5950675	1-Jul-20	30-Jun-21	RIVERSIDE COUNTY	19135230		Primavera P6 Professional Project Management - Application User Perpetual	2	FULL USE	91639323	913.99	950.55	988.58	1028.12	1069.24
	19-Nov-20	30-Jun-21	RIVERSIDE COUNTY	22030520		ORACLE PREMIER SUPPORT FOR SYSTEMS - Memory Expansion Kit - Eight 32 GB DIMMs Support Service Number: 18815214			18815214	2492.01	4223.07	5050.79	6040.74	7224.73
										\$1,009,620.25	\$1,076,204.47	\$1,149,294.82	\$1,231,197.04	\$1,323,417.73
										Yr 1	Yr 2	Yr 3	Yr 4	Yr 5