

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



ITEM: 3.55  
(ID # 19826)

**MEETING DATE:**  
Tuesday, August 30, 2022

**FROM :** RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND AUDITOR-  
CONTROLLER AND PURCHASING :

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY, AUDITOR-  
CONTROLLER, AND PURCHASING: Approve and Execute the Ordering Document CPQ-  
2529921 with CherryRoad Technology, Inc., to purchase PeopleSoft Enterprise perpetual  
software licenses (eSupplier connection, Strategic Sourcing, and Supplier contract  
Management) and support for 12 months with the option to renew for four additional annual  
renewals, effective August 31, 2022 through August 30, 2027. All Districts. [Total Cost  
\$2,534,472, additional compensation not to exceed a total aggregate \$300,000 - RCIT Budget –  
100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the Ordering Document CPQ-2529921 with CherryRoad  
Technology, Inc., to purchase PeopleSoft Enterprise perpetual software licenses  
(eSupplier connection, Strategic Sourcing, and Supplier contract Management) and  
support, effective August 31, 2022 through August 30, 2027, for the total cost of  
\$2,326,971, and authorize the Chairperson of the Board to sign three (3) copies of the  
same;
2. Approve and execute the order form for PeopleSoft Market Driven Support  
(MDS) Database (DB) v12.1 Support with Oracle for the total aggregate not to exceed  
\$87,500 from January 1, 2023 through July 31, 2023;

Continued on page 2

**ACTION:Policy**

*Jim Smith*  
Jim Smith, Chief Information Officer

8/14/2022

*Tanya Harris*  
Tanya Harris, Assistant Auditor Controller

8/15/2022

*Sarah Franco*  
Sarah Franco, Director of Procurement & Fleet

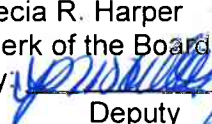
8/19/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: August 30, 2022  
xc: RCIT

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Approve and execute the order form for United States Tax form 1099 updates for Peoplesoft Financials and Supply Chain Management (FSCM) with Oracle for the total aggregate not to exceed \$120,000 from September 1, 2022 through December 31, 2022;
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, a) to sign amendments to exercise the renewal options, and b) to increase compensation not to exceed a total aggregate of \$300,000; and
5. Direct the Clerk of the Board to retain one (1) copy of the documents stated in Motions 1, 2, and 3 above, and return two (2) copies of the Ordering Documents to the Information Technology Department for distribution.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1,559,360	\$ 243,778	\$ 2,534,472	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> RCIT Budget – 100%			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 22/23 – 27/28</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The request before the Board is for approval of the CherryRoad Ordering Document to procure perpetual enterprise licenses of the following PeopleSoft Purchasing (PSP) supplier management modules: eSupplier Connection, Supplier Contract Management, Strategic Sourcing, and maintenance and support services with Cherry Road Technologies Inc. These licenses will provide enhancements and new functionality to the County’s existing procurement process in PSP.

PSP is a part of the PeopleSoft Financial (PSF) system used by the County for financial operations and is relied upon for general ledger, project costing, asset management, accounts receivable, accounts payable, billing, inventory, and purchasing. The PSP management supplier modules integrate with PSF and can be configured and implemented as part of the PSF upgrade project that was approved by the Board on April 26, 2022 (Agenda No. 3.49). The new licenses will add functionality to improve communication between our vendors and buyers and enables the County to transition to PSP from Jaggaer, which has a contract expiration date in June of 2023, allowing for a seamless migration to PSP.

A thorough and collaborative review of County procurement practices determined that an integrated buyer-centric approach, such as PSP, will consolidate purchasing transactions, eliminate duplicate entry, and simplify the ongoing support of the Financial System. The review process was conducted by an executive steering committee comprised of members from the

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Sheriff's Department, Riverside University Health System, Department of Public Social Services, Executive Office, Auditor Controllers Office, Purchasing, and RCIT.

For several years the County has utilized two procurement solutions: Jaggaer (internally branded by the County as RivcoPRO) and PSP. This is a result of a transition effort that began in 2018 to move from PSP to Jaggaer, with the intent to change the procurement process from buyer-centric to an employee-centric operation. Operational barriers to adoption left departments using either or both products for internal accounting and purchasing needs, creating duplication of work, added costs, and inconsistency in the countywide procurement process. Consolidating the procurement process under PSP will result in an integrated single solution that will streamline operations, improve business processes, and expedite service delivery. In addition, a single integrated solution will significantly reduce the complexity of future upgrades to the PeopleSoft environment by eliminating the complex customizations that are required to allow PeopleSoft and Jaggaer to communicate with each other.

These Ordering Documents are in alignment with RCIT's continuing efforts to optimize information technology by focusing on reducing duplicate costs and staff time while increasing security and efficiencies. Approval of this Ordering Document will enable the County to transition to a unified and streamlined purchasing solution, eliminate duplicate systems, reduce support costs, and improve productivity by providing staff new functionality and tools.

**Impact on Residents and Businesses:**

There is no negative impact to residents or businesses within the County of Riverside.

**Additional Fiscal Information:**

<b>Description</b>	<b>FY22/23</b>	<b>FY23/24</b>	<b>FY24/25</b>	<b>FY25/26</b>	<b>FY26/27</b>	<b>TOTALS</b>
PeopleSoft Enterprise eSupplier Connection	\$259,083.83	\$0.00	\$0.00	\$0.00	\$0.00	\$259,083.83
Software Update License and Support	\$56,998.45	\$56,998.45	\$56,998.45	\$56,998.45	\$56,998.45	\$284,992.25
PeopleSoft Enterprise Strategic Sourcing	\$510,195.84	\$0.00	\$0.00	\$0.00	\$0.00	\$510,195.84
Software Update License and Support	\$112,243.09	\$112,243.09	\$112,243.09	\$112,243.09	\$112,243.09	\$561,215.45
PeopleSoft Enterprise Supplier Contract Management	\$338,801.93	\$0.00	\$0.00	\$0.00	\$0.00	\$338,801.93
Software Update License and Support	\$74,536.41	\$74,536.42	\$74,536.42	\$74,536.42	\$74,536.42	\$372,682.09

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PeopleSoft Market Driven Support (MDS) Database (DB) v12.1 Support	\$87,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,500.00
United States Tax form 1099 updates for Peoplesoft Financials and Supply Chain Management (FSCM)	\$120,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,000.00
<b>TOTALS</b>	<b>\$1,559,359.55</b>	<b>\$243,777.96</b>	<b>\$243,777.96</b>	<b>\$243,777.96</b>	<b>\$243,777.96</b>	<b>\$2,534,471.39</b>
Additional Compensation (not to exceed)						\$300,000

The following table outlines the cost of the program license fees and support service fees for this request. Four (4) years of support services are renewable annually at the County's discretion.

**Contract History and Price Reasonableness:**

On April 26, 2022, Minute Order 3.49, the Board approved and executed an agreement with CherryRoad Technologies to perform the PeopleSoft Financial upgrade to version 9.2. The Contract and Scope of Service includes the implementation of PeopleSoft Enterprise eSupplier Connection, Strategic Sourcing, and Supplier Contract Management. Riverside County Information Technology (RCIT) Department has negotiated with Oracle and CherryRoad for these licenses and support for a total cost saving of \$514,706. Initial cost provided by Oracle and CherryRoad was \$1,822,256 for the total quantity of 4,998. After the negotiation, the cost was reduced to \$1,307,550 with the quantity increased to 6,000. CherryRoad was able to hold pricing without any uplift for the next five years.

**ATTACHMENTS:**

- A. Ordering Document No. CPQ-2529921 with CherryRoad Technology, Inc.
- B. Oracle Software Programs Terms and Conditions
- C. Order Form for PeopleSoft Market Driven Support (MDS) Database (DB) v12.1
- D. Order Form for US Tax form 1099 updates for Peoplesoft Financials
- E. Sole Source Justification No. 160403452

  
Suzanna Hickey, Assistant Director of Purchasing and Fleet Service

8/19/2022

  
Venus Brambila, Deputy Director - Administration

8/24/2022

  
Cynthia M. Gurzel, Chief Deputy County Counsel

8/22/2022



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued \$5,000 or more must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding \$50,000 require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than \$50,000 require additional Board of Supervisors approval.

**Supplier Details**

**Vendor** CherryRoad Technologies Inc  
**Fulfillment Address** CCorp - Services: (preferred)  
6 Upper Pond Rd 2nd Fl  
Parsippany, New Jersey 07054 United States  
**Vendor Phone** +1 973-402-7802  
**Distribution Method**  
The system will distribute purchase orders using the method(s) indicated below:  
Check this box to customize order distribution information.   
**Email (HTML Body)** ldruckman@cherryroad.com  
**Contract**

**Background Information**

**Please indicate if this is a single or sole source below**

Sole Source

**Have you previously requested and received approval for a sole/single source request for this vendor for your department?**

No

**If selected "yes", please provide the approved SSJ# below**

SSJ#

**If selected "yes", was the request approved for a different project?**

**Purchase Details**

**1. Supply/Service being requested:**

Perpetual enterprise licenses of the following PeopleSoft Purchasing (PSP) supplier management modules: eSupplier Connection, Supplier Contract Management, Strategic Sourcing, and maintenance and support services with Cherry Road Technologies Inc. These licenses will provide enhancements and new functionality to the County's existing procurement process in PSP.

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

PSP is a part of the PeopleSoft Financial (PSF) system used by the County for financial operations and is relied upon for general ledger, project costing, asset management, accounts receivable, accounts payable, billing, inventory, and purchasing. The PSP management supplier modules integrate with PSF and can be configured and implemented as part of the PSF upgrade project that was approved by the Board on April 26, 2022 (Agenda No. 3.49). The new licenses will add functionality to improve communication between our vendors and buyers and enables the County to transition to PSP from Jaggaer,

**Current Year Cost**

**6. Identify all costs for this requested purchase.**

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

**Describe** all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

PeopleSoft Enterprise Perpetual Software Update License and Support:  
PeopleSoft Enterprise eSupplier Connection

which has a contract expiration date in June of 2023, allowing for a seamless migration to PSP.

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

A thorough and collaborative review of County procurement practices determined that an integrated buyer-centric approach, such as PSP, will consolidate purchasing transactions within one solution without the need to interface to and from other third-party systems. The review process was conducted by an executive steering committee comprised of members from the Sheriff’s Department, Riverside University Health System, Department of Public Social Services, Executive Office, Auditor Controllers Office, Purchasing, and RCIT.

For several years the County has utilized two procurement solutions: Jaggaer (internally branded by the County as RivcoPRO) and PSP. This is a result of a transition effort that began in 2018 to move from PSP to Jaggaer, with the intent to change the procurement process from buyer-centric to an employee-centric operation. Operational barriers to adoption left departments using either or both products for internal accounting and purchasing needs, creating duplication of work, added costs, and inconsistency in the countywide procurement process. Consolidating the procurement process under PSP will result in an integrated single solution that will streamline operations, improve business processes, and expedite service delivery. In addition, a single integrated solution will significantly reduce the complexity of future upgrades to the PeopleSoft environment by eliminating the complex customizations that are required to allow PeopleSoft and Jaggaer to communicate with each other.

**4. Period of Performance** 08/31/2022  
**From:**  
**Period of Performance To:** 8/30/2027  
**Is this an annually renewable contract or is it fixed term?**  
 Annually Renewable

**5. Price Reasonableness:**

On April 26, 2022, Minute Order 3.49, the Board approved and executed an agreement with CherryRoad Technologies to perform the PeopleSoft Financial upgrade to version 9.2. The Contract and Scope of Service includes the implementation of PeopleSoft Enterprise eSupplier Connection, Strategic Sourcing, and Supplier Contract Management. Riverside County Information Technology (RCIT) Department has negotiated with Oracle and CherryRoad for these licenses and support for a total cost saving of \$514,706. The initial cost provided by Oracle and CherryRoad was \$1,822,256 for the total quantity of 4,998. After the negotiation, the cost was reduced to \$1,307,550 with the quantity increased to 6,000. CherryRoad was able to hold pricing without any uplift for the next five years.

Projected Board of Supervisor 8/31/2022  
 Date (if applicable):

**Commodity Code** 92045

PeopleSoft Enterprise Strategic Sourcing  
 PeopleSoft Enterprise Supplier Contract Management  
 Software Update License and Support  
 PeopleSoft Market Driven Support (MDS) Database (DB) v12.1 Support  
 United States Tax form 1099 updates for Peoplesoft Human Capital Management (HCM) and Financials and Supply Chain Management (FSCM)

**Insert all current fiscal year costs in the table below.** Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
PeopleSoft Enterprise eProcurement License and Support	1,559,359.55

**Enter all additional FY costs in the table below.** Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY	23/24 \$243,777.96
FY	24/25 \$243,777.96
FY	25/26 \$243,777.96
FY	26/27 \$243,777.96
FY	

Additional FY Cost

**Describe all additional costs associated with this procurement in the box below.** Include the dollar amounts for subsequent fiscal years if it differs from above.

Additional Compensation (not to exceed) \$300,000

**Current Year Cost Total: 1,559,359.55**

**Supporting Documentation**

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.


Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

**Purchasing Approval**

	Approved by	Date Approved	Sole Source Number	Approval Conditions/Comments
<b>This section to be filled out by Purchasing Management only upon approval.</b>	 Suzanna Hinckley, Assistant Director	8/25/2022	160403452	

**Total 1,559,359.55**

# CHERRYROAD ORDERING DOCUMENT

<b>Partner Name</b>	CherryRoad Technologies	<b>Partner Contact</b>	Jessica Krattiger
<b>Partner Address</b>	6 Upper Pond Rd 2nd Floor Parsippany NJ 07054	<b>Phone Number</b>	262-370-2929
		<b>Email Address</b>	JKrattiger@cherryroad.com

<b>End User Name</b>	County of Riverside	<b>End User Technical Contact</b>	Martin Perez
<b>End User Address</b>	4080 Lemon St Fl 11 Riverside CA 92501	<b>Phone Number</b>	951-358-3946
		<b>Email Address</b>	martinperez@rivco.org

Oracle Order: CPQ-2529921

Item	Part Number	Description / License Type	Quantity	Net Fee
1.0	L38736	PeopleSoft Enterprise eSupplier Connection - Annual Budget Perpetual	6000	259,083.83
1.1		<b>Software Update License &amp; Support</b>		56,998.45
2.0	L38742	PeopleSoft Enterprise Strategic Sourcing - Annual Budget Perpetual	6000	510,195.84
2.1		<b>Software Update License &amp; Support</b>		112,243.09
3.0	L38743	PeopleSoft Enterprise Supplier Contract Management - Annual Budget Perpetual	6000	338,801.93
3.1		<b>Software Update License &amp; Support</b>		74,536.43
<b>Total Programs and Program-Related Service Offerings Fees</b>				<b>1,351,859.55</b>

Fee Description	Net Fee
Program Fees	1,108,081.59
Program-Related Service Offering Fees	243,777.96
<b>Total Fees</b>	<b>1,351,859.55</b>

AUG 30 2022 3.55



## A. TERMS OF YOUR ORDER

### 1. Agreement.

a. This ordering document incorporates the terms and conditions of the Oracle Master Agreement of 2018 and the CherryRoad/Oracle Software Programs and/or Services Public Section Supplemental Terms and Conditions executed on August 17, 2022 between CherryRoad Technologies and the County of Riverside ("the County) for the products and services mentioned above.

### 2. Definitions and Rules

a. This order incorporates by reference the terms of the Oracle License Definitions and Rules Booklet v061122 which may be viewed as Exhibit D. To fully understand the license grant, the County needs to review the definitions for the licensing metric and term designation as well as the licensing rules.

## B. DESCRIPTION AND PRICES FOR ORDERED HARDWARE, PROGRAMS AND/OR SERVICES

### 1. Your Order

a. The County has ordered the hardware, program licenses and/or 365 days of technical support services described herein pursuant to the terms of the Agreement. Software items listed on this ordering document, excluding operating system, integrated software, and integrated software options are considered "programs" as defined in the Agreement and are subject to the terms in the section entitled TERMS FOR PROGRAMS AND SOFTWARE UPDATE LICENSE AND SUPPORT. Hardware items listed on this ordering document or on the attached quote are subject to the terms in the section entitled TERMS FOR HARDWARE AND HARDWARE AND SYSTEMS SUPPORT.

### 2. Currency

a. All prices on this ordering document are denominated in US Dollars.

## C. TERMS FOR PROGRAMS AND SOFTWARE UPDATE LICENSE AND SUPPORT

### 1. Delivery of Programs

a. The County has either (a) been delivered the programs previously (and no further delivery is required, electronic or otherwise) or (b) elects to receive the programs via electronic download. If a media part is included in this ordering document, the County elects to receive the programs via electronic download and subject to Oracle's approval a copy of the programs via physical shipment of media.

### 2. Commencement Date for Programs

a. All program licenses and the period of performance for all services are effective upon the effective date of this ordering document. If shipment of tangible media is required, the program licenses and the period of performance for all services are effective upon shipment of tangible media.

### 3. Territory for Programs

a. The County has ordered program licenses and services described in this ordering document for use in the United States.

### 4. Fees, Invoicing and Payment Obligation for Programs

a. All fees due under this ordering document shall be non-cancellable and the sums paid non-refundable. Payment terms are Net 30 days from invoice date and to be paid annually in advance.

b. In addition to the fees listed herein, any applicable shipping charges or applicable taxes identified by Oracle will be invoiced to the County.

c. License and services fees are invoiced as of the commencement date.

d. In entering into payment obligations under this ordering document, the County agrees and acknowledges there is no reliance on the future availability of any hardware, program or updates. However, (a) if the County orders technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to the County for any program licensed under this ordering document, per the terms of this ordering document.

e. Software Update License & Support fees have a 5-year cap (0% uplift).

### 5. Technical Support for Programs

a. Technical Support Cap

Technical support acquired with this order may be renewed through CherryRoad Technologies.

### 6. Delivery and Installation of Programs

a. If the County elects to receive the programs via electronic download.

Oracle has made available to the County for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the programs listed herein. Through the Internet URL, the County can access and electronically download to a specified location the current production release as of the effective date below of the software and related program documentation for each program listed herein. Provided that the County has continuously maintained technical support for the programs listed herein, the County may continue to download the software and related program documentation for the programs listed herein. Please be advised that not all programs are available on all hardware/operating system

combinations. For current program availability, please check the electronic delivery web site specified above. Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise and the County is responsible for installation of the software.

b. If the County has been delivered the programs previously.

Oracle has no delivery obligation under this ordering document. The County acknowledges that Oracle has previously delivered to 1 copy of the software media and 1 set of program Documentation (in the form generally available) for each Program listed in the Programs and Program Related Service Offerings section herein. The County shall be responsible for installation of the software.

c. If the County elects to receive shipment of the media part(s) listed herein.

Oracle has made available to the County for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the programs listed herein. Through the Internet URL, the County can access and electronically download to a specified location the software and related documentation for each program listed herein. Provided that the County has continuously maintained technical support for the programs listed herein, the County may continue to download the software and related program documentation for the programs listed herein. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability, please check the electronic delivery web site. If ordered, Oracle will deliver the tangible media to the address specified by the County or within this ordering document. The County will 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. The County acknowledges that Oracle's delivery obligation under this ordering document is met by the provision of the electronic delivery web site URL. The County shall be responsible for installation of the software.

## 7. Trial Licenses

a. Additional trial programs, if any, that are included with the County's order may be used for trial purposes only. The County shall have 30 days from the delivery date to evaluate these programs. Any use of these programs after the 30 day trial period shall require the County to obtain the applicable licenses from CherryRoad. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or any warranties of any kind for these programs.

## 8. Expansion

a. The Financial Software licensed pursuant to this Schedule is based on Annual Budget (8.b) equal to \$6 Billion. Each year by the Anniversary Date (defined as the month and date of the Scheduled Effective Date), Licensee shall report to CherryRoad the then current Annual Budget and shall pay an additional non-refundable, non-cancelable license fee of \$133,824.48 ("Incremental Fee") for the Financial / Distribution / Manufacturing Software modules licensed on this Order for each incremental increase of \$600 Million in Annual Budget ("Incremental Threshold"). Such Incremental Fee shall not be due and payable until Licensee's increase in Annual Budget has exceeded the Incremental Threshold. On the Anniversary Date in the year in which the Incremental Threshold has been exceeded, Licensee shall pay CherryRoad the full amount of the Incremental Fee as specified below in Expansion Exhibit C.

b. Annual Budget is Licensee's most recent final adopted budget, as approved by Licensee's Board of Supervisors, plus the operating budgets of those public entities for whom the Licensee is processing Financials data as permitted by the Software License and Services Agreement dated 12-21-1999. There will be no double-counting of funds, so funds passed through by Licensee to those entities for whom Licensee is processing data as permitted by the Software License and Services Agreement will count only once, and only to the extent that they are used for the operation of such public entities. In addition, the Annual Budget will exclude extraordinary, one-time revenues, for example, but without limitation, tobacco settlement moneys.

## D. GENERAL TERMS

### 1. Source Code

a. Oracle may deliver source code as part of its standard delivery for particular programs, operating system, integrated software, or integrated software options; all source code delivered by Oracle is subject to the terms of the existing Agreements, ordering document and program documentation.

### 2. Segmentation

a. The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services, are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services, the County may receive or have/has received from Oracle. The County understands it may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services, independently of any other product or service. The County's obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

### 3. Order of Precedence

a. In the event of any inconsistencies between the Oracle Master Agreement of 2018 and this ordering document, this ordering document shall take precedence.

### 4. Offer Validity

a. This ordering document is valid through 30-September-2022, and shall become binding upon execution.

5. **End User Price Hold**

The County acknowledges and agrees that the rights granted herein shall only be applicable for the County. The order between the County and CherryRoad includes:

Price Hold.

- a. For a period of 18 months from the effective date of this order, the County may order the Programs (and first year of Software License Update & Support for the Programs) at the appropriate license and support fees specified on the attached Price Hold Exhibit A, provided (i) such Programs are available in production release when ordered; and (ii) You have continuously maintained Software Update License & Support for the Program licenses listed in the Program and Program-Related Service Offerings section above.
- b. Each order placed pursuant to this section must be at least US Dollars 25,000 in net license fees. Your purchase on any such order of Programs and/or license types that are not listed on the attached Price Hold Exhibit A will count towards this minimum purchase amount. Any relevant purchase minimums for the Programs in effect as of the effective date of this order will apply to the Program licenses ordered under this section.
- c. Each order placed pursuant to this section will specify Oracle's delivery obligation. If the order specifies delivery, the Programs will be delivered via electronic download.
- d. For those Programs/license type combinations that are available, the current license definitions and rules in effect at the time an order is placed will apply to the Program licenses ordered under this section. If a Program is available in production release and the license type is not available, the most recent license definition and rules will apply to the program licenses ordered under this section.
- e. The pricing for the Programs listed on the attached Price Hold Exhibit A is valid provided that on the date the County orders the Programs on the attached Price Hold Exhibit A, the actual dollar amount of Annual Budget Perpetual is no greater than 6000. Should the Annual Budget Perpetual increase over 6000 then the number of additional Program licenses to be ordered is equal to the actual dollar amount of Annual Budget Perpetual as of the order date less the total number of the licensed quantity (under this order or other orders) rounded up to the next increment as outlined on the attached Expansion Exhibit B.

**E. EFFECTIVE DATE & ACKNOWLEDGEMENT**

**1. Effective Date**

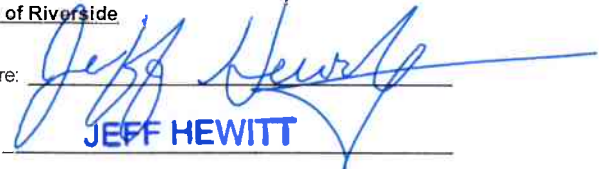
a. The effective date of this order is August 31, 2022

**2. Acknowledgement**

By signing below, we each agree this ordering document constitutes the entire agreement between the County and CherryRoad with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions on any document provided (e.g., on a purchase order or elsewhere) shall apply. This order is placed subject to the terms of the agreement.

The signature below affirms your commitment to pay for the products and services ordered in accordance with the terms of this ordering document.


County of Riverside

Signature:   
Name: JEFF HEWITT

Title: CHAIR, BOARD OF SUPERVISORS

Date: AUG 30 2022


CherryRoad Technologies

Signature:   
Name: Stephen Lange

Title: President & COO

Date: 08/25/2022

FORM APPROVED COUNTY COUNSEL  
BY  DATE

ATTEST:  
KECIA R. HARPER, Clerk  
By   
DEPUTY

AUG 30 2022 355

### PRICE HOLD EXHIBIT A

Description / License Type	Quantity	Program Fees	Software Update License & Support Fees
PeopleSoft Mobile Inventory Management - Annual Budget Perpetual	6000	\$412,491.42	\$90,748.11
PeopleSoft Enterprise eProcurement - Annual Budget Perpetual	6000	\$655,360.20	\$144,179.24

### Expansion Exhibit B

Listed below is the license fee and first year Software Update License & Support fee for the Program(s) listed in the Program and Program-Related Service Offerings section with the license type Annual Budget Perpetual that may be purchased pursuant to this ordering document.

Program Description	Increment	License Fee per Increment	First Year Software Update License & Support Fee per Increment
PeopleSoft Mobile Inventory Management - Annual Budget Perpetual	600	\$51,507.98	\$11,331.76
PeopleSoft Enterprise eProcurement - Annual Budget Perpetual	600	\$81,835.11	\$18,003.72

### Expansion Exhibit C

Listed below is the license fee and first year Software Update License & Support fee for the Program(s) listed in the Program and Program-Related Service Offerings section with the license type Annual Budget Perpetual that may be purchased pursuant to this ordering document.

Program Description	Increment	License Fee per Increment	First Year Software Update License & Support Fee per Increment
PeopleSoft Enterprise eSupplier Connection - Annual Budget Perpetual	600	\$31,289.90	\$6,883.78
PeopleSoft Enterprise Strategic Sourcing - Annual Budget Perpetual	600	\$61,617.02	\$13,555.74
PeopleSoft Enterprise Supplier Contract Management - Annual Budget Perpetual	600	\$40,917.56	\$9,001.86

**ORACLE**

# Oracle License Definitions and Rules Booklet



Effective Date: June 11, 2022

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## DEFINITIONS AND LICENSE METRICS

**1K Accounts:** is defined as a financial institution's one thousand customer accounts that are opened, maintained and stored in the Program. An Account includes but is not limited to current accounts, savings accounts, nostro/vostro accounts, deposit accounts and loan accounts. All dormant accounts shall be considered to be Accounts, as long as they are in the production database of the applicable Program. Closed accounts shall not be considered to be Accounts for the purposes of licensing requirements.

**Account:** is defined as a financial institution's customer account that is opened, maintained and stored in the Program. An Account includes but is not limited to current accounts, savings accounts, nostro/ vostro accounts, deposit accounts and loan accounts. All dormant accounts shall be considered to be Accounts, as long as they are in the production database of the applicable Program. Closed accounts shall not be considered to be Accounts for the purposes of licensing requirements. The value of these Program licenses is determined by the amount of Accounts. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Accounts as of the effective date of Your order. If at any time the amount of Accounts exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Accounts is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Accounts. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Accounts as of such date.

For the purposes of the Oracle FLEXCUBE Online Trading Account Program, Account is defined as the securities trading account of a financial institution's customer.

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

**10K API Calls:** is defined as ten thousand Application Program Interface (API) Calls or notifications recorded by the licensed application Program during a 12 month period.

**1M API Calls:** is defined as a maximum of one million Application Programming Interface (API) calls or notifications recorded by the licensed application Program during a 12 month period.

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

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

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

**Application User:** is defined as an individual authorized by You to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. If You license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, You are required to maintain licenses for the equivalent number of Application Users licensed and You are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for Your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft

eSupplier Connection, PeopleSoft Strategic Sourcing, PeopleSoft Supplier Contract Management and JD Edwards Supplier Self Service Programs, use by Your external suppliers is included with Your application user licenses.

**Application Read-Only User:** is defined as an individual authorized by You to run only queries or reports against the application Program for which You have also acquired non read-only licenses, regardless of whether the individual is actively using the Programs at any given time.

**\$B in Assets Under Management:** is defined as one billion U.S. Dollars (or the equivalent amount in the applicable local currency) of the total value of assets You manage and administer for yourself and that You manage and administer on behalf of Your customers, as disclosed in Your annual report and/or regulatory filings.

**Bank Account:** is defined as a financial institution's customer account that is opened, maintained and stored in the Program. A Bank Account includes but is not limited to current accounts, savings accounts, nostro/vostro accounts, deposit accounts and loan accounts. All dormant accounts shall be considered to be Bank Accounts as long as they are in the production database of the application Program. Closed accounts shall not be considered to be Bank Accounts for the purposes of licensing requirements. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Bank Accounts as of the effective date of Your order. If at any time the amount of Bank Accounts exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Bank Accounts is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Bank Accounts. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Bank Accounts as of such date.

For the purposes of the following Programs: Oracle Banking Limits and Collateral Management, Oracle Banking Advanced Limits and Collateral Management, Oracle Banking Relationship Pricing, Oracle Banking Advanced Relationship Pricing, Oracle Banking Originations, Oracle Banking Advanced Originations and Oracle Banking Collections, Bank Account is defined as every account of the financial institution's customers that is processed by the Oracle application Program, irrespective of whether an account is opened, maintained or stored in the Oracle application Program.

**1K Bank Account Applications:** is defined as one thousand requests submitted by a financial institution's customer to apply for an asset or a liability product in the hosted Program during a 12 month period. An application includes, but is not limited to, current account products, savings account products, overdraft protection products, term deposit products, nostro/vostro products, loan products, safe deposit products, insurance products, and card products. If a number of products are bundled in a single request, each product would be counted as a Bank Account Application.

**Bank Account Application:** is defined as a request submitted by a financial institution's customer to apply for an asset or a liability product in the hosted Program during a 12 month period. An application includes, but is not limited to, current account products, savings account products, overdraft protection products, term deposit products, nostro/vostro products, loan products, safe deposit products, insurance products, and card products. If a number of products are bundled in a single request, each product would be counted as an application.

**1K Bank Deposit Accounts:** is defined as one thousand accounts that are opened, maintained, and stored in the Program. A Bank Deposit Account includes but is not limited to current accounts, savings accounts, nostro/vostro accounts, internal accounts, investment accounts, retirement accounts, virtual accounts, time deposit accounts, certificate of deposit accounts, and term deposit accounts. All dormant accounts shall be considered to be Bank Deposit Accounts as long as they are in the production database of the applicable Program. Closed accounts shall not be considered to be Bank Deposit Accounts for the purposes of licensing requirements.

**Bank Deposit Account:** is defined as an account that is opened, maintained, and stored in the Program. A Bank Deposit Account includes but is not limited to current accounts, savings accounts, nostro/ vostro accounts, internal accounts, investment accounts, retirement accounts, virtual accounts, time deposit accounts, certificate of deposit accounts, and term deposit accounts. All dormant accounts shall be considered to be Bank Deposit



Accounts as long as they are in the production database of the applicable Program. Closed accounts shall not be considered to be Bank Deposits Accounts for the purposes of licensing requirements.

**1K Branch Accounts:** is defined as a financial institution's one thousand customer accounts that are opened, maintained and stored in the Program. A Branch Account includes but is not limited to current accounts, savings accounts, nostro/vostro accounts, deposit accounts and loan accounts. All dormant accounts shall be considered to be Branch Accounts as long as they are in the production database of the application Program. Closed accounts shall not be considered to be Branch Accounts for the purposes of licensing requirements.

**Branch Account:** is defined as a financial institution's customer account that is opened, maintained and stored in the Program. A Branch Account includes but is not limited to current accounts, savings accounts, nostro/vostro accounts, deposit accounts and loan accounts. All dormant accounts shall be considered to be Branch Accounts as long as they are in the production database of the application Program. Closed accounts shall not be considered to be Branch Accounts for the purposes of licensing requirements.

**Card:** is defined as one EAGLE system card.

**Card (STC Card, IPLIM Card, HIPR2 Card, SM Card):** is defined as one EAGLE system card.

**Case:** is defined as a standard safety record identified by a Case ID number which contains data elements related to the safety of a medicinal product. If the total number of Cases created in the Oracle Argus Program in a 12-month period exceeds the number purchased, then additional Cases must be purchased.

**Case Report Form (CRF) Page:** is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless You acquire additional CRF Page licenses from Oracle.

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

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

**Cluster:** is defined as a minimum of two Global Communication Multimedia Policy Engine Servers at a primary site in active and/or standby mode or the same configuration in geographic redundancy mode with a third server at a secondary site.

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

**\$M in Collaterals or Limits Under Management:** is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in total value of Collateral under Management or Limits under Management that are managed by the Program. When using the Program to manage both Collateral and Limits Under Management, the greater of either Collateral or Limits Under Management must be used to determine the licenses required.

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

**Compliance Regulatory Report:** is defined as a single pre-configured template that is generated by the Oracle Program and that meets the requirements of a specific country regulator and/or jurisdiction for filling reports on

suspicious activity. You are responsible for filing the compliance regulatory report with the specific country regulator and/or jurisdiction.

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

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

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

**1K Concurrent Calls:** is defined as one thousand simultaneous active end to end calls that the operations monitor sees, no matter the number of underlying devices. For example, the same concurrent call may be monitored on two or more sessions, one on each side of a back to back user agent.

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

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

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

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

For the purposes of the Transcoding coder/decoder programs, only concurrent sessions with media anchoring (encoded with specified codec and utilizing the transrating, transcoding, or other media processing feature requiring media decoding) are counted.

**50 Concurrent Sessions:** is defined as a maximum of 50 established virtual connections (with or without media anchoring) (a) between two endpoints represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software at any one time.

For the purposes of the following Programs: Oracle Communications Session Border Controller - SRTP and Oracle Communications Unified Session Manager - SRTP, each call leg utilizing media anchoring and negotiating Secure Real-Time Transport Protocol is counted as a concurrent session.

For the purposes of the following Programs: Oracle Communications Session Border Controller - MSRP B2BUA and Oracle Communications Unified Session Manager - MSRP B2BUA, only concurrent sessions with media anchoring and negotiating Message Session Relay Protocol are counted.

**500 Concurrent Sessions:** is defined as a maximum of 500 established virtual connections (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software at any one time.

For the purposes of the following Programs: Oracle Communications Session Border Controller - SRTP and Oracle Communications Unified Session Manager - SRTP, only concurrent sessions with media anchoring and negotiating Secure Real-Time Transport Protocol are counted.

For the purposes of the following Programs: Oracle Communications Session Border Controller - MSRP B2BUA and Oracle Communications Unified Session Manager - MSRP B2BUA, only concurrent sessions with media anchoring and negotiating Message Session Relay Protocol are counted.

**1K in Concurrent Sessions:** is defined as one thousand concurrent sessions of a specified application or service at any one time.

**Concurrent Session:** is defined as the aggregate number of established virtual connections (a) between two endpoints that are represented by subscriber devices or network switching equipment and (b) which are traversing the licensed software at any one time.

For the purposes of the following Programs: Oracle Communications WebRTC Session Controller and Oracle Communications Application Session Controller, all concurrent sessions (with or without media anchoring) with the exception of SIP Registrations are counted.

For the purposes of the Oracle Communications Converged Application Server, Service Controller Program, only concurrent sessions towards the network are counted.

For the purposes of the Transcoding coder/decoder Programs, only concurrent sessions with media anchoring (encoded with specified codec and utilizing the transrating, transcoding, or other media processing feature requiring media decoding) are counted.

For the purposes of the following Programs: Oracle Communications Session Border Controller - SRTP and Oracle Communications Unified Session Manager - SRTP, only sessions with media anchoring and negotiating Secure Real-Time Transport Protocol are counted.

For the purposes of the following Programs: Oracle Communications Session Border Controller - MSRP B2BUA and Oracle Communications Unified Session Manager - MSRP B2BUA, only sessions with media anchoring and negotiating Message Session Relay Protocol are counted.

**1K in Concurrent Subscribers:** is defined as one thousand unique concurrent subscribers with access to a specified application or service at any one time.

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

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

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

**1K in Connections:** is defined as one thousand pairs of end points (e.g., ports, connectors, locations, devices) connected together via a pipe, trail or connection. Each connection may contain other connections such as circuits and, services, in which case each instance is counted. Different versions of the same connection are counted as one connection.

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

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

**\$M in Assets Under Management:** is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) of total value of assets You, manage and administer for yourself and on behalf of Your customers as disclosed in Your annual report and/or regulatory filings.

**\$M Cost of Goods Sold:** is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue.

**Country:** is defined as a nation for which risk management and financial crime compliance related regulatory reports are generated using the Program.

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

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

**100 in Customer Count:** is defined as the total number of Your and Your affiliate's individual customers. If You supply multiple services to one person or entity, that person or entity will count as a single customer. If a person or entity receives utility services at multiple locations (e.g., a chain store, an apartment building or a municipality), each such location shall count as a single customer.

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

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

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

**Customer Device:** is defined as a device (physical or logical) (a) that is a functional independent component (e.g., cable/DSL modem, set top box, home gateway, SIM/USIM card, mobile handset, VoIP telephone, ATA, Customer-Edgerouter, PC, or access point) dedicated to a specific customer, subscriber, or user and (b) that is managed by the Program.

**Customer ID:** is defined as a unique customer identification number associated with an individual customer who has an account that is opened, maintained and stored in the Program.

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

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

**1000 Data Points:** is defined as one thousand data points, where each data point is a unique connection between a data source and a destination for a single type of data. Data types include but are not limited to status data (e.g., on/off, open/closed, or similar data), and/or measurement data (e.g., voltage, vibration frequency, temperature, or similar data) that is managed by a utilities system. A data source may generate multiple types of

data (e.g., a sensor that generates both status and measurement data) and a single data type may be connected to multiple destinations. Every connection between a single data type and a single utilities system is a unique connection that must each be licensed as a data point.

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

**\$M of Delinquent Accounts Managed:** is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in total value of delinquent accounts managed by the Program.

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

**100K Devices:** is defined as one hundred thousand network elements being modeled, discovered or managed by the application.

**Device:** is defined as a network element being modeled, discovered or managed by the application.

For the Oracle Communications Network Integrity Programs, devices are discovered directly from the Network Element itself or through a Network/Element Management System (NMS/EMS) or through Oracle Communications Network Discovery or through third party discovery applications or from a repository of data (such as Inventory, Asset Management or other systems). When a single device is being reconciled between two systems it shall be counted only once.

For the Oracle Communications Unified Inventory Management Program, devices are functionally independent components. For example: physical shelves, chassis or units, logical devices, servers, elements, etc. Logical or physical separation denotes different devices.

For the Oracle Communications Session Element Manager Program, the Oracle Communications Session Route Manager Program, the Oracle Communications Session Report Manager Program, the Oracle Communications Application Orchestrator Program, and the Oracle SD-WAN Aware Program, a device can be physical or virtual and is considered managed or orchestrated when one or more of the fault, configuration, auditing, performance, security, and lifecycle functions are in use.

For the Oracle Communications Network Service Orchestration Program and the Oracle Communications ASAP Program, a device can be physical or virtual and is considered managed or orchestrated when one or more of the network service configuration, monitoring and lifecycle functions are in use involving the device.

**Disk Drive:** is defined as storage device that is either a Disk Drive or Flash drive that stores data accessed by the Program.

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

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

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

for purposes of determining the number of Employees for HCM: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. Employees for HCM may only use the licensed Programs with Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name.

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

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

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

**Endpoint:** is defined as an individual user device identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted as an endpoint.

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

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

**Enterprise Trainee:** is defined as an employee, contractor, student or other person who is being recorded by the Program. The value of these Program licenses is determined by the number of Enterprise Trainees. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of Your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to

any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Trainees as of such date.

**Enterprise \$M in Cost of Goods Sold:** Enterprise \$M Cost of Goods Sold is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue. The value of these Program licenses is determined by the amount of Enterprise \$M Cost of Goods Sold. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M Cost of Goods Sold as of the effective date of Your order. If at any time the amount of Enterprise \$M Cost of Goods Sold exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Cost of Goods Sold. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M Cost of Goods Sold as of such date.

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

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

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

each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M in Revenue as of such date.

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

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

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

**Field Resource:** is defined as dispatchers using the program, as well as engineers, technicians, representatives or other persons scheduled by the programs.

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

**10K Financial Inclusion Accounts:** is defined as a financial institution's ten thousand customer accounts that are opened, maintained and stored in the Program. An account includes but is not limited to current accounts, savings accounts, nostro/vostro accounts, deposit accounts and loan accounts. All dormant accounts shall be considered to be accounts, as long as they are in the production database of the applicable Program. Closed accounts shall not be considered to be accounts for the purposes of licensing requirements.

**Financial Inclusion Account:** is defined as a financial institution's customer account that is opened, maintained and stored in the Program. An account includes but is not limited to current accounts, savings accounts, nostro /vostro accounts, deposit accounts and loan accounts. All dormant accounts shall be considered to be accounts, as long as they are in the production database of the applicable Program. Closed accounts shall not be considered to be accounts for the purposes of licensing requirements.

**1K Financial Services Subscribers:** is defined as one thousand individuals who are authorized by You to access the online portal or mobile application of the applicable application Program regardless of whether the individual is actively accessing the Program at any given time. Financial Services Subscribers shall be counted for each single Instance of the Program.

**Financial Services Subscriber:** is defined as an individual who is authorized by You to access the online portal or mobile application of the applicable application Program regardless of whether the individual is actively accessing the Programs at any given time. Financial Services Subscribers shall be counted for each single Instance of the Program.

For the purposes of the Oracle Documaker Mobile Program, a Financial Services Subscriber is defined as an individual who is registered to receive mobile documents in lieu of or in addition to printed documents.

For the purposes of the Oracle Banking Digital Experience Programs, a Financial Services Subscriber is defined as an individual who is registered to access the applicable application program regardless of whether the individual is actively accessing the Program at any given time.

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



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

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

**100 Gigabytes (GB):** is defined as one hundred gigabytes (GB) of hard disk drive space.

**Gigabyte:** is defined as one billion bytes of data archived and purged by the Program.

For the purposes of the Oracle Banking Payments SWIFTNet FileAct Program, a Gigabyte is defined as one gigabyte of payment files data exchanged over SWIFTNet over a 12 month period.

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

**Global Title Translations per Translation Type:** is defined as the number of SS7 Global Title Translation records per SS7 Translation Type.

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

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

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

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

**1000 Healthcare Records:** is defined as one thousand patient records stored by the Oracle Program for Your healthcare (healthcare provider, health plan, government or research) setting. For the purposes of this definition, the term "setting" means the population for which You provide healthcare services. For example, for a licensor that is a county department of health services, it would be the population provided with healthcare services by the department, and for a licensor that is a healthcare research facility, it would be the patients associated with the healthcare research facility. You must be licensed for the total amount of patient records stored by the Oracle Program for Your healthcare setting.

**Healthcare Record:** is defined as the total number of unique person (physical person) database records stored in the Oracle Program.

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

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

**1K in Individual Subscribers:** is defined as one thousand individuals who are authorized by You to use one or more of Your services for which the Program is used. For example, an individual subscriber may be tracked as a

customer record/account in the licensed Program or other related subscriber databases such as an ordering system, billing system, etc. An individual subscriber is counted once, regardless of the number of services used.

**Individual Subscriber:** is defined as an individual who is authorized by You to use one or more of Your services for which the Program is used. For example, an individual subscriber may be tracked as a customer record/account in the licensed Program or other related subscriber databases such as an ordering system, billing system, etc. An individual subscriber is counted once, regardless of the number of services used. Individual Subscriber for the Billing and Revenue Management Servers and extensions with application specific usage are defined as follows:

Oracle Communications Billing and Revenue Management Server for Real-time Rating Program: Defined as an individual subscriber who purchases one or more services from You that utilizes real-time rating capabilities of the Program.

Oracle Communications Billing and Revenue Management for Convergent Rating Program: Defined as an individual subscriber that purchases one or more services from You that utilizes real-time and/or batch rating capabilities of the Program.

Oracle Communications Billing and Revenue Management Server for Billing Program: Defined as an individual subscriber that purchases one or more services from You that utilizes billing capabilities of the Program.

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

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

For the purposes of the Oracle Banking API Infrastructure Program, Instance is defined as the environments (production and non-production) used to run the Oracle Banking API Program.

**1K Insurable Entities:** is defined as one thousand insurable entities that are listed members and/or an objects that are managed by the Oracle Program. A listed member is an individual insured, annuitant and/or member in one of Your product offerings per quote, application, certificate or policy. An object is the item and/or property (such as building, motor vehicle) insured within a policy.

**1K Insurance Plan Members:** is defined as one thousand individual active Insurance Plan Members. An Insurance Plan Member is active if he/she is currently covered by any of your health or group insurance plan product offerings that are processed through the Oracle program. Individuals who are active members of multiple health or group insurance plan product offerings processed through the Oracle program shall only be deemed to be a single Insurance Plan Member. Use of the Oracle program to process health or group insurance plan product offerings for former members (i.e., "inactive" members who are not currently covered by, but who are tracked by and/or have records in, one of your health plan product offerings) is included with your 1K Insurance Plan Members licenses. For the purposes of this definition, the group insurance plan product offerings exclude any of your property and casualty business product offerings.

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

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

**1K Investment Accounts:** is defined as financial institution's one thousand investor accounts that are opened, maintained, and stored in the Program. All dormant investor accounts shall be considered to be investment accounts as long as they are in the production database of the applicable Program. Closed investor accounts shall not be considered to be investment accounts for the purposes of licensing requirements.

**Investment Account:** is defined as a financial institution's investor account that is opened, maintained, and stored in the Program. All dormant investor accounts shall be considered to be investment accounts as long as they are in the production database of the applicable Program. Closed investor accounts shall not be considered to be investment accounts for the purposes of licensing requirements.

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

**IPsec Tunnel:** is defined as one Internet Protocol Security (IPsec) tunnel termination that is represented by one Security Association (SA). The maximum number of IPsec tunnels that are simultaneously terminated on the licensed software at any one time must be licensed.

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

**Oracle Java SE Subscription and Oracle Java SE Desktop Subscription:** are defined as the right to use the specified Oracle Java SE Subscription Program(s) in accordance with the applicable metric and to receive Oracle Software Update License & Support (limited to the specified Oracle Java SE Subscription Program(s)), for the term specified on the ordering document. You may not create, modify, or change the behavior of classes, interfaces, or subpackages that are in any way identified as "Java", "Javax", "Sun", "Oracle", or similar convention as specified by Oracle in any naming convention designation. Your right to use the specified Oracle Java SE Subscription Program(s) for Your internal business operations includes using the Oracle Java SE Subscription Program(s) to run Your Java applications as a cloud service, subject to the terms of the Master Agreement. For the avoidance of doubt, You shall not make the Oracle Java SE Subscription Program(s) themselves available as a cloud service. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support is provided under the Oracle Software technical support policies in effect at the time the services are provided. At the end of the specified subscription term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the specified Oracle Java SE Subscription Program(s) will terminate and You must de-install the specified Oracle Java SE Subscription Program(s).

**Kitchen Display Client:** is defined as a device that is used to display and monitor the status of ordered items. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

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

**License Subscription:** Programs that contain "License Subscription" in the Program name are defined as the right to use the specified Program in accordance with the applicable license metric and to receive Oracle

Software Update License & Support services for the services period specified on the ordering document. The license subscription is effective upon the effective date of the ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of Your license subscription, You may renew Your license subscription, if available, at the then current fees for the applicable license subscription. If You choose not to renew Your license subscription, Your right to use the Program will terminate and You must de-install all software (including any applications, tools, and binaries) provided to You and You may be subject to reinstatement fees if You later choose to reactivate Your license subscription.

**Liquidity Account:** is defined as an account that is opened, maintained, stored or processed in the Program. A liquidity account includes but is not limited to the following accounts: current accounts, savings accounts, nostro/vostro accounts, deposit accounts, internal accounts, virtual accounts and loan accounts. All dormant accounts shall be considered to be liquidity accounts as long as those dormant accounts are in the production database of the applicable Program. Closed accounts shall not be considered to be liquidity accounts for the purposes of licensing requirements. If an account is opened or maintained or stored or processed in multiple hierarchies of liquidity accounts in the applicable Program, then that account must be counted as a separate liquidity account for each hierarchy within the applicable Program in which the account is opened or maintained or stored or processed.

**Link:** is defined as one SS7 signaling link.

**12M LNP Entries:** is defined as twelve million Local Number Portability (LNP) database entries in the Local Number Portability database.

**1K Loan Accounts:** is defined as one thousand customer loan accounts or loan applications created, tracked or processed by, or residing within, the Oracle Programs. A customer of Yours may have multiple loan accounts or loan applications, each one of which is to be counted for the purposes of determining the total number of loan accounts and loan applications.

For the purposes of the Oracle Banking Retail and SME Loans Servicing Program and the Oracle Banking Retail and SME Lines of Credit Servicing Program, Loan Account is defined as a customer loan account or a line of credit account that is opened, maintained and stored in the Program. All charged-off accounts shall be considered to be Loan Accounts as long as they are in the production database of the application Program.

**Loan Account:** is defined as a customer loan account or loan application created, tracked or processed by, or residing within, the Oracle Programs. A customer of Yours may have multiple loan accounts or loan applications, each one of which is to be counted for the purposes of determining the total number of loan accounts and loan applications.

For the purposes of the Oracle Banking Retail and SME Loan Servicing Program and the Oracle Banking Retail and SME Line of Credit Servicing Program, Loan Account is defined as a customer loan account or a line of credit account that is opened, maintained and stored in the Program. All charged-off accounts shall be considered to be Loan Accounts as long as they are in the production database of the application Program.

**8 Low Speed SS7 Signaling Links:** is defined as eight 56 kbps SS7 signaling links.

**12M LSMS Records:** is defined as twelve million Local Service Management System (LSMS) records that are interfacing with the Local Number Portability database.

**\$M in Loan Book Size:** is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in loan books that are managed in the licensed Program. The total value of all loan books that are managed in the licensed Program must be counted for the purposes of determining the number of licenses required.

For the purposes of the Oracle Banking Corporate Lending Syndicated Loans Program, \$M in Loan Book Size is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in syndicated loans that are managed in the licensed Program and the total value of all syndicated loans that are managed in the licensed Program must be counted for the purposes of determining the number of licenses required.

For the purposes of the Oracle Banking Enterprise Recovery Program, \$M in Loan Book Size is defined as one million U.S. Dollars (or equivalent amount in the applicable local currency) of debts that have been charged as full loss and are no longer receivable that are managed in the licensed Program.

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

**Managed Device:** is defined as a Device managed via an Oracle Communications Configuration Management application Program.

**1K in Managed Resources:** is defined as one thousand entities (account, IP address, RADIUS user profile, ENUM E.164 phone numbers, subscriber endpoint, managed street address and individual telephone number) managed by the Program.

For the Oracle Communications Logical Device Account Management Program, a managed resource is an account which is a unique identifier such as telephone number, email address, etc.

For Oracle Communications Internet Name and Address Management, a managed resource is an IP address managed by the Oracle Communications Internet Name and Address Management Program.

For the Oracle Communications Telephone Number Management Program, a managed resource is a single managed telephone number.

**Managed Resource:**

For the purposes of the Oracle Communications IP Management Program, a Managed Resource is defined as an entity (Account, IP Address, ENUM E.164 Phone Numbers, Subscriber Endpoint, Managed Street Address, Individual Telephone Number and Media Stream) managed by the Program.

For the purposes of the Oracle Communications Media Stream Management Program, a Managed Resource is defined as a video, audio or other media content (a) that is delivered over a cable, mobile, satellite, or Internet infrastructure and (b) that is managed by the Program.

For the purposes of the Oracle Fusion Project Resource Management Program and the Oracle Fusion Territory Management Program, a Managed Resource is defined as an individual authorized by You to use the Programs which are installed on a single server or on multiple servers, regardless of whether the individual is actively using the Programs at any given time. In addition, Your employees, contractors, partners and any other individual or entity managed by the Programs shall be counted for the purposes of determining the number of Managed Resource licenses required.

**Market:** is defined as one instance of a state, province or portion thereof that constitutes a discrete region separately from other such regions for purposes of deregulated electricity, gas or water sales.

**Megabits per Second:** is defined as the average number of bits, characters, or blocks per second passing between equipment in a data transmission system during peak usage.

**1K Messages per Second:** is defined as up to one thousand messages that are each composed of an envelope that contains information required to accomplish transmission, delivery, and contents to the recipient. The total

number of sent or received messages over a 15 minute interval during peak usage divided by 900 seconds must be counted.

**10K Messages:** is defined as ten thousand messages exchanged over a 12 month period.

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

**Merchandise:** is defined as a unique item or SKU of a consumer good.

**Merchant:** is defined as a financial institution's partner company providing online payment services to its customers via a web based portal.

**Message per Second (MPS):** is defined as the maximum rate of messages that are each composed of an envelope which contains information required to accomplish transmission and delivery of message contents to the recipient. You must count all messages whether received or transmitted, averaged over a 30-second interval during the highest period of peak usage.

**Module:** is defined as each production database running the Programs.


**Molecular Report:** is defined as an analysis report created using partial or full workflow in the Oracle Program. If the total number of Molecular Reports created in the Oracle Program in a 12-month period exceeds the number purchased, then additional Molecular Reports must be purchased.

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

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

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

**MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL Standard Edition Annual Subscription:** are defined as the right to use the specified Program(s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified Program(s) and for MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL Community Edition does not include updates of any kind. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. You must obtain a subscription license for all servers where MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition are deployed. If You obtain Oracle Software Update License & Support services for any servers where MySQL Community Edition is deployed, then You must also purchase a subscription license for all of such servers for which You have obtained Oracle Software Update License & Support services. You may obtain Oracle Software Update License & Support services



for the MySQL Community Edition subscription licenses at any level (e.g., at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL Standard Edition level). At the end of the specified term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the Program(s) will terminate and You must de-install all applications, tools, and binaries provided to You under the applicable non-Community Edition license (e.g., the license for MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition). If You do not renew a subscription, You will not receive any updates (including patches or subsequent versions) and You may also be subject to reinstatement fees if You later choose to reactivate Your subscription.

**Named Developer:** is defined as an individual who is authorized by you to use the programs which are installed on a multiple servers, regardless of whether the individual is actively using the programs at any time. A Named developer may create, modify, view and interact with the programs and documentation.

**Named User Plus:** is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the Programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

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

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

For the purposes of the following Programs: Data Masking and Subsetting Pack, all database servers where masked data or data subsets originate must be counted for the purpose of determining the number of licenses required. Database servers to which masked data or data subsets are copied do not need to be counted for the purpose of determining the number of licenses required.

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

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

For the purposes of the following Program: Oracle GoldenGate for Big Data, only the users of the source Oracle or non Oracle database(s) or NoSQL repositories from which You capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every queue/topic is counted as a user. For multiple source databases, NoSQL repositories, or messaging systems, all users for all sources must be counted.

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

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

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

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

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

For the purposes of the following Program: Java SE Desktop Subscription, the term "server" refers to a desktop computer.

**Named Workstation User:** is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time.

For the purposes of the Oracle VM VirtualBox Enterprise Program, Named Workstation User licensing may only be applied to single-socket devices where only one named user is using Oracle VM VirtualBox Enterprise or is connecting to the virtual machines on Oracle VM VirtualBox Enterprise. A non human operated device will be counted as a named workstation user in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted.

**1K Network Access Sessions:** is defined as one thousand concurrent associations between (1) a user endpoint or device and (2) an IP network identified by one IPv4 and/or one IPv6 address managed by a single configuration management platform (CMP) node; the associations must be measured based upon the average of peak simultaneous associations over a 5 minute interval during the busiest hour of a day.

**Network:** is defined as the logical set of signaling nodes grouped by an operator to process a specific type of signaling messages.

For the purposes of the Oracle Communications Policy Management Program, a Network is defined as all components that are managed by a single set of element management instances, known as the Configuration Management Platform (CMP) or the Configuration Management service in the case of Policy Control Function (PCF).

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

**Network-Wide 20K Endpoints:** is defined as up to twenty thousand individual user devices, with each user device being identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted as an endpoint. You must count the maximum number of 20K endpoints measured at least every 15 minutes during peak usage registered with any licensed Programs within a single network administrative domain.



**Network-Wide 20K Concurrent Endpoints:** is defined as up to twenty thousand individual user devices, with each user device being identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted as an endpoint. You must count the maximum number of 20K concurrent endpoints measured at least every 15 minutes during peak usage registered with any licensed Program within a single network administrative domain.

**Network-Wide Concurrent Endpoint:** is defined as an individual user device identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted as an endpoint. You must count the maximum number of concurrent endpoints measured at least every 15 minutes during peak usage across any licensed Program within a single network administrative domain.

**5K Network-Wide Concurrent Sessions:** is defined as a maximum of five thousand concurrent stateful diameter message exchanges (sessions) between two or more end points. You must count the maximum number of concurrent sessions across all signaling nodes that are managed by a single network Operations, Alarms and Measurements (OAM) node over a 5 minute interval during peak usage.

**Network-Wide Concurrent Session:** is defined as an established virtual connection (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing any licensed Programs within the network at any one time. For example, if a single virtual connection traverses more than one SBC, then each virtual connection must be counted as a Network-Wide Concurrent Session for each SBC that it traverses. You must count the maximum number of concurrent sessions measured at least every 15 minutes during peak usage across any licensed Program within a single network administrative domain.

For the purposes of the Oracle Communications Session Border Controller – SRTP Program, each call leg utilizing media anchoring and negotiating Secure Real-Time Transport Protocol must be counted as a Network-Wide Concurrent Session.

For the purposes of the Oracle Communications Session Border Controller - MSRP B2BUA Program, each concurrent session with media anchoring and negotiating Message Session Relay Protocol must be counted as a Network-Wide Concurrent Session.

**Network-Wide Concurrent Tunnel:** is defined as one connection where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol). You must count the maximum number of concurrent tunnels measured at least every 15 minutes during peak usage terminated by any licensed Programs within a single network administrative domain.

**100 Network-Wide Messages per Second:** is defined as one hundred messages that are each composed of an envelope which contains information required to accomplish transmission and delivery of message contents to the recipient. The total number of received messages (i) forwarded or discarded and/or (ii) copied and/or (iii) re-routed across all signaling nodes that are managed by a single network Operations, Alarms and Measurements (OAM) node over a 5 minute interval during peak usage divided by 300 seconds must be counted.

**Network-Wide Message per Second:** is defined as one message that is composed of an envelope which contains information required to accomplish transmission and delivery of message contents to the recipient.

For the purposes of the Oracle Communications Diameter Signaling Router Program, the total number of sent or received messages (i) forwarded or discarded and/or, (ii) copied and/or (iii) re-routed across all signaling nodes that are managed by a single network Operations, Alarms and Measurements (OAM) node over a 5-minute interval during peak usage divided by 300 seconds must be counted.

For the purposes of the Oracle Communications Session Router Program, the total number of sent or received messages over a 15 minute interval during peak usage divided by 900 seconds must be counted.

For the purposes of the Oracle Communications Converged Application Server Program, Enterprise Edition, and the Oracle Communications Converged Application Server Program, Carrier Edition, Network-Wide Message per Second is defined as the total number of incoming or outgoing SIP or Diameter protocol messages received and/or sent within a legal entity over the busiest 30 seconds divided by 30. Messages received and/or sent for

the purposes of establishing and maintaining connections with external network elements are not counted. Each legal entity must be separately licensed for Network-Wide Messages per Second.

For the purposes of the following Programs: Oracle Communications Network Analytics Data Director, Service Communication Proxy Data Feed; Oracle Communications Network Analytics Data Director, Security Edge Protection Proxy Data Feed; and Oracle Communications Network Analytics Data Director, Network Repository Function Data Feed, the total number of received messages by each Program over a 5-minute interval during peak usage divided by 300 seconds must be counted. Each legal entity must be separately licensed for Network-Wide Messages per Second.

**Network-Wide 1K Tunnels:** is defined as up to one thousand connections (tunnels) where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol). You must count the maximum number of 1K tunnels measured at least every 15 minutes during peak usage registered by any licensed Programs within a single network administrative domain.

**1K in Nodes:** is defined as a one thousand records within an Oracle Unified Inventory Management application Program network. A record may represent a location, customer, device, network or termination.

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

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

**1000 Number Range Entries:** is defined as one thousand Local Number Portability number ranges.

**330K Number Planning Area Entries:** is defined as three hundred and thirty thousand combinations of the area code and first three digits (office code) of a North American telephone number.

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

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

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

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

**Party:** is defined as each unique party, designated by a unique party identification number, that is maintained and/or stored in the Program. A Party includes, but it is not limited to, a prospect, an individual, a trust, an organization, an agent, a broker, a solicitor, a guarantor, a co-signer, a natural person and/or legal entity whose demographic and other relevant details need to be recorded.

**Person:** is defined as Your employee or contractor who is actively working on behalf of Your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

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

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

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

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

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

**Product Offering:** is defined as a product offer that a financial institution sets up, maintains and stores in the Program. Closed product offerings are not counted for licensing purposes.

For the purposes of the Oracle Banking Enterprise Product Manufacturing for Deposits Program, Product Offerings include but are not limited to account product offerings, savings account product offerings and term deposit product offerings.

For the purposes of the Oracle Banking Enterprise Product Manufacturing for Loans Program, Product Offerings are defined as loan product offerings.

For the purposes of the Oracle Banking Enterprise Product Manufacturing for Credit Cards Program, Product Offerings include but are not limited to credit card product offerings or credit card-like product offerings.

For the purposes of the Oracle Banking Enterprise Product Manufacturing for Insurance Program, Product Offerings include but are not limited to insurance product offerings for consumer credit, insurance product offerings for lender mortgages and other product offerings for covering financial risk.

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

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

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

For the purposes of the following Programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses

required for the licensed Program; under these licenses You may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

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

For the purposes of the following Programs: Data Masking and Subsetting Pack, all database servers where masked data or data subsets originates must be counted for the purpose of determining the number of licenses required. Database servers to which masked data or data subsets are copied do not need to be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

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

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

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

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

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

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

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

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

For the purpose of the following programs: Oracle GoldenGate for Big Data, only the processors running the source Oracle or non Oracle database(s) or NoSQL repositories from which you capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every 25 queues/topics are counted as a Processor. In the instance of multiple source databases, NoSQL repositories, or messaging systems, all processors for all sources must be counted.

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

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

For the purposes of the following Program: Verrazzano Enterprise Container Platform, all processors in the nodes in the Kubernetes clusters where Verrazzano images are pulled must be counted when determining the number of subscriptions required. If any Kubernetes node is a virtual machine, then the number of processors on that Kubernetes node is subject to the guidelines documented in the Oracle Partitioning Policy (<https://www.oracle.com/assets/partitioning-070609.pdf>). In the case where a Kubernetes cluster is used as a dedicated Verrazzano Admin cluster and no managed workloads are run in that cluster, nodes in that cluster can be excluded from the count of processors that require a subscription.

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

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

**128 Provision Database Interface Connections:** is defined as one hundred twenty-eight simultaneous connections to the International Number Portability Provisioning System to the provisioning interface for the Home Location Register Router application from EAGLE signaling nodes.

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

**\$M in Revenue:** is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year.

**\$M Revenue Under Management:** is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year for the product lines for which the Programs are used.

For the purposes of the Oracle Communications Policy Management Sponsored Data Access Cartridge Program, \$M Revenue Under Management is defined as one million U.S. dollars (or the equivalent amount in the applicable local currency) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a calendar year processed through the licensed Program.

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

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total

number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

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

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

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

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

For the purposes of the Oracle Data Relationship Management Program, a record is defined as the unique occurrence of any business object or master data construct that You choose to manage within the Program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

For the purposes of the Supplier Lifecycle Management and Supplier Hub Programs, a record is defined as a unique business entity or company record stored as Supplier in the AP\_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub Programs.

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

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

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

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

For the purposes of the following Program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Servlet Pipeline made by web browsers or via webservice calls in the production systems, including, but not limited to: JSP page requests; Ajax requests; REST service requests; SOAP service requests; web

service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

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

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

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

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

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

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

**RoseftaNet Partner Interface Processes® (PIPs®):** are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

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

**Scenario:** is defined as a discreet behavior of interest uniquely pertaining to a customer, Account, address, correspondent bank, household, external entity, employee, trader, organization, investment advisor, registered rep, portfolio manager, execution, order or security that is tracked and detected by the Program. Examples of scenarios are: rapid movement of funds - all activity, large depreciation of Account value, wash trades and possible employee front running.

**Security Gateway Tunnel:** is defined as one Internet Protocol Security (IPsec) tunnel termination that is represented on the licensed software, using either manual keys or Internet Key Exchange version 1 (IKEv1) exchange protocol. The maximum number of IPsec tunnels that are simultaneously terminated on the licensed software at any one time must be licensed.

**Server:** is defined as the computer on which the Programs are installed. A Server license allows You to use the licensed Program on a single specified computer.

For the purposes of Acme Packet and Talari Programs, a Server in a virtual environment is defined as a virtual machine image.

For the purposes (a) of the portion of the license fee that is based upon capacity for the Oracle Communications SD-WAN Edge Program and (b) of the license fee for the Oracle Communication SD-WAN Edge WAN Optimization Program, the license fee is based on the maximum megabits per second (Mbps) bandwidth permitted on the Server.

**Service Access Point:** is defined as an interface or sub-interface that is configured as part of a service deployment such as L3 VPN, L2 VPN, dedicated internet access (DIA), VLAN access (port), VRF Lite WAN access and quality of service.

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

**Session:** is defined as one established virtual connection (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software. The maximum number of sessions that are simultaneously traversing the licensed software at any one time must be licensed.

**Session of SRTP:** is defined one established virtual connection (with media anchoring and negotiating Secure Real-Time Transport Protocol) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software. The maximum number of sessions of SRTP that are simultaneously traversing the licensed software at any one time must be licensed.

**SS7 Signaling Route:** is defined as a signaling path from a local signaling point to a remote signaling point using a specified link set.

#### **Signaling Unit:**

For the purposes of the Oracle Communication EAGLE Program, a Signaling Unit is defined as four transactions between client and server with explicit support of agents where each transaction contains a request message and a response message. You must count the total of (a) the number of new transactions for the set of servers managed by one single Operations, Alarms and Measurements (OAM) function over a 5 second interval during peak usage divided by 5 and (b) transactions for failover and overhead capacity.

For the purposes of the Oracle Communication Diameter Signaling Router Program, a Signaling Unit is defined as one message that is composed of an envelope which contains information required to accomplish transmission and delivery of message contents to the recipient. You must count the total number of received messages across all signaling nodes that are managed by one single network Operations, Alarms and Measurements (OAM) node over a 5 minute interval during peak usage divided by 300 seconds (the foregoing includes messages that are (i) forwarded or discarded and/or (ii) copied and/or (iii) re-routed).

**Simultaneous Users:** is defined as the maximum number of users entitled concurrently to connect to the Oracle Communications Performance Intelligence Center (PIC) Program and to the PIC optional set of Programs.

**Single Server Concurrent Endpoint:** is defined as an individual user device identified by a unique internet protocol (IP) and port combination. Single server concurrent endpoints are counted separately on each server and must be counted during peak usage on each server. Each virtual machine is considered to be a server. You may allocate Your Single Server Concurrent Endpoint Program licenses to a different server (a) no more than once per 90 days or (b) if the prior server (on which Your Single Server Concurrent Endpoint Program licenses have previously been allocated) has been permanently decommissioned.

**Single Server Concurrent Session:** is defined as the aggregate number of established virtual connections (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software at any one time. Single server concurrent sessions are counted separately on each server and must be counted during peak usage on each server. Each virtual machine is considered to be a server. You may allocate Your Single Server Concurrent Session Program licenses to a different server (a) no more than once per 90 days or (b) if the prior server (on which Your Single Server Concurrent Session Program licenses have previously been allocated) has been permanently decommissioned.

For the purposes of the Oracle Communications Session Border Controller – SRTP Program, only sessions with media anchoring and negotiating Secure Real-Time Transport Protocol are counted.

For the purposes of the Oracle Communications Session Border Controller -MSRPB2BUA Program, only sessions with media anchoring and negotiating Message Session Relay Protocol are counted.

**Single Server Concurrent Tunnel:** is defined as one connection where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol). Single server concurrent tunnels are



counted separately on each server and must be counted during peak usage on each server. Each virtual machine is considered to be a server. You may allocate Your Single Server Concurrent Tunnel Program licenses to a different server (a) no more than once per 90 days or (b) if the prior server (on which Your Single Server Concurrent Tunnel Program licenses have previously been allocated) has been permanently decommissioned.

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

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

For the purposes of the Oracle VM VirtualBox Enterprise Program, Socket licensing must be applied to devices (a) with more than one sockets and/or (b) where more than one Named Workstation User is using Oracle VM VirtualBox Enterprise or is connecting to the virtual machines on Oracle VM VirtualBox Enterprise.

**Oracle Solaris Premier Subscription for Non-Oracle Hardware Per Socket:** is defined as the right to use the Oracle Solaris Programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris Programs), for the term specified in the ordering document. "Oracle Solaris Programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement. The Oracle Solaris Programs may include or be distributed with certain separately licensed components that are part of Java SE ("Java SE"). Java SE and all components associated with it are licensed to You under the terms of the Oracle Technology Network License Agreement for Oracle Java SE, and not under the agreement. A copy of the Oracle Technology Network License Agreement for Oracle Java SE can be found at [java.com/otnlicense](http://java.com/otnlicense).

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

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

**Standard Binary:** is defined as a single downloadable Oracle Java Standard Edition (SE) or Oracle Java Micro Edition (ME) or Oracle Java Embedded Suite for embedded software that is listed on the Oracle Technology Network (OTN) Java Embedded downloads at <http://www.oracle.com/technetwork/java/embedded>.

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

**Stream:** is defined as a concurrent backup or restore job to a tape, disk or cloud target. For tape targets (which would be a physical tape drive (e.g., T10000D or LTO6) or a virtual tape drive), each configured tape drive within the Oracle Secure Backup domain must be counted for determining the number of licenses required. For disk

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

**25K Inactive Subscribers:** is defined as twenty-five thousand (a) records in the subscriber database that may contain phone or SIM card data (like IMSI), but that do not associate a subscriber to that phone or SIM card, (b) non-live telephone numbers for all wireline devices, (c) portable handsets or paging devices that have been provisioned but that have not been activated by You for wireless communications and paging, (d) internet connected landlines or nonresidential devices serviced by a cable provider or (e) working utility meters that are provisioned but that have not been activated in the database. The total number of inactive subscribers shall be equal to the aggregate of all types of inactive subscribers.

**Inactive Subscribers:** is defined as (a) a non-live telephone number for all wireline devices; (b) a portable handset or an application on handset or paging device that has been provisioned but not activated by You for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a working utility meter that is provisioned but that is not activated in the database. The total number of Inactive Subscribers is equal to the aggregate of all types of Inactive Subscribers.

**1K Subscribers:** is defined as one thousand (a) active subscribers that have been provisioned in the subscriber database as a record associating the subscriber to an IMSI-based SIM card; (b) working telephone numbers for all wireline devices; (c) portable handsets or paging devices that have been activated by You for wireless communications and paging; (d) internet connected landlines or nonresidential devices serviced by a cable provider; (e) live connected utility meters; or (f) entities in the subscriber database. The total number of subscribers shall be equal to the aggregate of all types of subscribers.

**25K Active Subscribers:** is defined as twenty-five thousand unique active subscribers that have been activated or processed by a network function in a calendar month. An active subscriber is defined as (a) a unique device identifier processed by the network function in the Oracle Program, (b) a unique device identifier processed by a defined, external network function, or (c) an active entity in the subscriber database. The total number of active subscribers shall be equal to the aggregate of all unique active subscribers of all types.

**25K Subscribers:** is defined as twenty-five thousand (a) active subscribers that have been provisioned in the subscriber database as a record associating the subscriber to an IMSI-based SIM card, (b) working telephone numbers for all wireline devices, (c) portable handsets or paging devices that have been activated by You for wireless communications and paging, (d) internet connected landlines or nonresidential devices serviced by a cable provider, (e) live connected utility meters or (f) entities in the subscriber database. The total number of subscribers shall be equal to the aggregate of all types of subscribers.

For the purposes of the Oracle Communications Diameter Signaling Router and the Oracle Communications Diameter Signaling Router Network Function Edition Programs, 25K Subscribers is defined as twenty-five thousand subscriber identities (MSISDN, IMSI or NAI) that have been provisioned in the subscriber database.

**100K Subscribers:** is defined as one hundred thousand (a) active subscribers that have been provisioned in the subscriber database as a record associating the subscriber to an IMSI-based SIM card; (b) working telephone numbers for all wireline devices; (c) portable handsets or paging devices that have been activated by You for wireless communications and paging; (d) internet connected landlines or nonresidential devices serviced by a cable provider; (e) live connected utility meters; or (f) entities in the subscriber database. The total number of subscribers shall be equal to the aggregate of all types of subscribers.

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

**\$M of Supply Chain Finance Under Management:** is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in total value of supply chain finance that is managed in the Program at any given time. Supply Chain Finance includes, but is not limited to, receivables finance, payable finances, channel and/or distributor finance, factoring and/or its variations, forfaiting, loans and/or advances against inventory, bank payment obligations, pre-shipment finances and/or any other supply chain financing schemes (such as invoice management, purchase order management, receivables reconciliation, debit and credit note management) that is managed in the Program.

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

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

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

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

### Technical Reference Manuals

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

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

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

**\$B in Total Assets:** is defined as one billion U.S. Dollars (or the equivalent amount in the applicable local currency) of Your latest published or internally available "Total Asset Value" as disclosed in Your annual report and/or regulatory filings.

For the purposes of the Oracle Financial Services Trade-Based Anti Money Laundering Enterprise Edition Program, the "Total Asset Value" disclosed in Your annual reports and/or regulatory filings refers to Your lines of business that are involved with trade finance and includes but is not limited to, corporate banking, institutional banking, global banking, or other lines of business that You specified in Your annual reports and/or regulatory filings.

For the purposes of the Oracle Financial Services Regulatory Reporting Data Sets and Governance for Asia Pacific and Middle East Jurisdictions Program, the "Total Asset Value" as disclosed in Your annual report and/or regulatory filings must include the Total Asset Value for each of Your jurisdictions (as defined in the Program Documentation) that is managed by the Program.

For the purposes of the Oracle Financial Services Regulatory Reporting for Office of Superintendent of Financial Institutions, Canada Program, the "Total Asset Value" as disclosed in Your annual report and/or regulatory filings must include the Total Asset Value for the Canada Central Bank jurisdictions that are managed by the Program.

**\$M in Total Assets:** is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in total value of assets that is managed by the Program.

For the purposes of the Oracle Banking Treasury Management Program, assets include, but are not limited to, foreign exchange assets, money market instruments, derivatives, securities, trading portfolio assets, financial assets, fixed income trading assets, treasury assets, and equity assets.

**\$M in Trades:** is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in trades that are managed in the licensed Program during a 12 month period. The total value of all trades that are managed in the licensed Program during a 12 month period must be counted for the purposes of determining the number of licenses required.

**\$M in Trade Under Management:** is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in total value of trades that are managed in the Program at any given time. A trade includes, but is not limited to, letters of credit, bank guarantees, shipping guarantees, delivery order, standby letters of credit, bills discounted, bills under collection, reimbursement role exposures, trade finance loans, and bank payment obligation.

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

**25 Transactions per Second:** is defined as twenty-five transactions between client and server with explicit support of agents where each transaction contains a request message and a response message. The total number of new transactions for the entire system over a 1 second interval during peak usage must be counted.

**100 Transactions per Second:** is defined as one hundred transactions between client and server with explicit support of agents where each transaction contains a request message and a response message. The total number of new transactions for the entire system over a 30 second interval divided by 30 must be counted.

For the purposes of the following Program: Oracle Control Plane Monitor, Transaction Per Second is the total number of messages (requests/responses) from the source to destination regardless of how many devices and/or segments the messages traverse.

**250K Transactions per Second:** is defined as two hundred and fifty thousand transactions between client and server with explicit support of agents where each transaction contains a request message and a response message. The total number of new transactions for the entire system over a 5 second interval during peak usage divided by 5 must be counted.

**500 Transactions per Second:** is defined as five hundred transactions between client and server with explicit support of agents where each transaction contains a request message and a response message. The total number of new transactions for the entire system over a 5 second interval during peak usage divided by 5 must be counted.

**1K Transactions:** is defined as one thousand unique transactions processed through the Program during a 12 month period. You may not exceed the licensed number of transactions during a 12 month period unless You acquire additional transaction licenses from Oracle.

For the purposes of the Oracle FLEXCUBE Universal Banking Adapter for Blockchain Payments Program, 1K Transactions is defined as one thousand unique payment transactions that are processed through the Program.

For the purposes of the Oracle FLEXCUBE Universal Banking Adapter for Blockchain Trade Finance for Buyer's Credit Program, 1K Transactions is defined as one thousand unique trade finance transactions that are processed through the Program.

**10K Transactions:** is defined as ten thousand transactions processed through the Program during a 12 month period.

For the purposes of the Oracle Banking Payments Program, transactions include but are not limited to funds transfers, card payments, online payments, mobile payments, financial service kiosk originated payments,

biometric payments, P2P payments, electronic direct debits, instruments collections, demand drafts and banker's cheques.

For the purposes of the Oracle Banking Cash Management Program, transactions include, but are not limited to, physical invoices, electronic invoices, bills collected, and any other modes of receivables and/or payables such as checks, cash, electronic clearing, book transfers, and direct debits. Each transaction processed by the Program and included in a bulk transaction must be counted.

**1M Transactions:** is defined as one million transactions processed through the Program during a 12 month period.

For the purposes of the Oracle Banking Payments for Enterprise Program, transactions include but are not limited to cross border payments, low value payments, high value payments, direct debits, faster payments, clearing and demand drafts.

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

**Transactions per Second (TPS):** is defined as the maximum rate of transactions between any client and server represented by a request message and a response message, traversing the licensed software. You must count all transactions received and transmitted averaged over a 30-second interval during the highest period of peak usage.

**Transaction per Second Per Card:** is defined as a transaction per Eagle Application card between client-server protocol with explicit support of agents (intermediaries) where each transaction contains a request message and a response message. The total number of new transactions per Eagle Application card over a 30 second interval during peak usage divided by 30 must be counted.

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

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

**500 Transaction Units per Second:** is defined as five hundred SS7 over IP transactions per second that include M3UA or M2PA encoded messages.

**Transcoding Session:** is defined as one established virtual connection (with media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment being transcoded, and (b) which are traversing the licensed software. The maximum number of transcoding sessions that are simultaneously traversing the licensed software at any one time must be licensed.

**Trial:** is defined as each research project, study or procedure created, modified, tracked and/or conducted by a sponsor using the licensed Program(s) or service(s).

For the purposes of the Oracle Health Sciences Data Management Workbench Enterprise Program, a Trial is defined as a research project, study or procedure that starts on or after the effective date (the "Effective Date") of the applicable Oracle order under which You licensed the Oracle Health Sciences Data Management Workbench Enterprise Program and that uses the Oracle Health Sciences Data Management Workbench Enterprise Program. You must have licenses for the Program equal to the number of Trials that start in each consecutive 12 month period that follows the Effective Date. Trials completed by a third party and loaded into the Oracle Health Sciences Data Management Workbench Enterprise Program ("Third Party Trials") are not counted for licensing purposes provided that You complete and load these Third Party Trials into the Oracle Health Sciences Data Management Workbench Enterprise Program within 90 days of the creation date in the Oracle Health Sciences

Data Management Workbench Enterprise Program of the applicable Third Party Trial. If You load any additional data or send any discrepancies to a third party for these Third Party Trials into the Oracle Health Sciences Data Management Workbench Enterprise Program after the applicable 90 day period, then You must purchase additional Trial licenses for these Third Party Trials.

**TSM tunnel:** is defined as one tunnel connecting a device running the TSM SDK with the Tunneled Services Control Function (TSCF) interface on the licensed software. The maximum number of TSM tunnels that are simultaneously terminated on the licensed software at any one time must be licensed.

**100 Tunnels:** is defined as one hundred connections where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol).

For the purposes of the Oracle Communications Session Border Controller – TSC Program, only Tunneled Services Control Function (TSCF) tunnels must be counted.

**1K Tunnels:** is defined as one thousand connections where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol).

**Tunnel:** is defined as one connection where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol).

**Tunnel of IPsec IMS AKA:** is defined as one Internet Protocol Security (IPsec) tunnel termination where each tunnel secures SIP signaling with IMS endpoints using the IMS-AKA (IMS Authentication and Key Agreement) crypto key exchange mechanism. The maximum number of tunnels of IPsec IMS AKA that are simultaneously terminated on the licensed software at any one time must be licensed. It should be noted that each IMS endpoint utilizes two IMS-AKA tunnels simultaneously.

**TUPS per Domain:** is defined as transaction units per second per domain.

A transaction unit shall mean a unit of functionality executed by the licensed Program. For the purposes of the Oracle Communications Services Gatekeeper (OCSG) Program, an example of a transaction unit is a call setup or the sending of a message. For the purposes of the Oracle Communications Converged Application Server–Service Controller (OCCAS-SC) Program, an example of a transaction unit is service brokering a call between an IN network and an IP network. A transaction unit consists of (a) for the OCSG Program, one request and one or more related responses as evidenced by the statistics generated by the licensed OCSG Program, or (b) for the OCCAS-SC Program, one request executed in an inter-working module as evidenced by the statistics generated by the licensed OCCAS-SC Program. The request may originate from the licensed Program and the corresponding response may originate from the network, or alternately, the request may originate from the network and the corresponding response may originate from the licensed Program. A domain is defined as one or more OCSG or OCCAS-SC instances (and their associated resources) that You manage with a single administration server and the instances may include multiple clustered instances as well as non-clustered instances. For the purposes of this definition, a cluster shall mean one or more physical hardware servers located at a single geographical site. For a given domain, the licensed Program monitors the number of transaction units per second executed over 5 minute intervals. For the purposes of calculating the number of Your TUPS per Domain, the total number of transaction units per second executed by the licensed Program in a given domain during the busiest 60 consecutive minute period in a given 24 hour period will be reported by the Program and shall be divided by 3600.

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

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

**User:** is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a user in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server

product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted.

**100 Utilities Assets:** is defined as one hundred records of Utilities Assets that are stored in the Oracle Utilities Asset Management Base program. Utilities Assets are devices tracked using the program, including, but not limited to, meters, communication devices, components, motors, pumps, pipes and vehicles.

**100 Utilities Devices:** is defined as one hundred active hardware or firmware elements in the utility's network. Utilities devices include, but are not limited to, meters, grid devices, home area network devices, and demand response devices. A device's active status is defined by its status in the database of the applicable Oracle Program.

For the Oracle Utilities Market Settlement Management Program, all active devices (both in the database plus any other devices used in settlement calculations including performing settlement calculations on aggregated values of devices which are not stored directly within the application) are counted.

**Utilities System:** is defined as a single implementation of the licensed Program. A single implementation includes a single production environment, and any number of each of the following: test, development, and high-availability environments. Two different implementations of the licensed Program, even if the basic configuration is the same, are considered two separate Utilities Systems that must each be licensed. For example, if the Oracle Utilities Live Energy Connect Program is deployed in two separate utility sites (such as two pumping facilities or substations) then two Utilities System licenses are required.

**Verrazzano Enterprise Container Platform Annual Subscription:** is defined as the right to use the specified Program in accordance with the applicable license metric and to receive Oracle Software Update License & Support services for the subscription time period specified on the ordering document. The subscription is effective upon the effective date of the ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of Your subscription, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the Program will terminate and You must de-install all software (including any applications, tools, and binaries) provided to You and You may be subject to reinstatement fees if You later choose to reactivate Your subscription.


**Video Wrapper:** is defined as a standardized container that acts as a file system for video assets installed per site. Examples of video wrapper formats include GXF, MXF, OP1A, AVI, Quicktime and LXF.

**1K Virtual Accounts:** is defined as one thousand customer accounts that are opened, maintained and stored in the Program. All dormant virtual accounts shall be considered to be virtual accounts, as long as they are in the production database of the applicable Program. Closed accounts shall not be considered to be virtual accounts for the purposes of the licensing requirements.

**Virtual Account:** is defined as a customer account that is opened, maintained and stored in the Program. All dormant virtual accounts shall be considered to be virtual accounts, as long as they are in the production database of the applicable Program. Closed accounts shall not be considered to be virtual accounts for the purposes of licensing requirements.

**Virtual Identifier:** is defined as an identifier assigned to a customer by a Financial Institution for use within the licensed Program regardless of whether the identifier is actively being used by a Financial Institute at any given time.

**Web Services API License Session:** is defined as one session under the control of the Web Services API. The maximum number of Web Services API license sessions that are simultaneously under the control of the licensed product at any one time must be licensed.



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

**\$M in Written Premium:** is defined as (a) for life and health insurance companies, one million U.S. Dollars (or the equivalent amount in the applicable local currency) of Net Written Premium and Annuity Considerations for the specific lines of businesses for which the applicable Program is used and (b) for property and casualty insurance companies, one million U.S. Dollars (or the equivalent amount in the applicable local currency) of Net Written Premium for the specific lines of businesses for which the applicable Program is used. Net Written Premium shall include the premium income retained by You, directly or through reinsurance after payments made for reinsurance, and Annuity Considerations shall include money deposited in annuity contracts. In the United States, the definitive source for data on Net Written Premiums and Annuity Considerations shall be the annual statement that You file with the applicable state insurance commission. In other countries, the definitive source for data on Net Written Premiums and Annuity Considerations shall be the applicable local governing body for insurance which publishes the breakdowns by line of business.

**Workstation:** is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

### Term Designation

**1 Year Term:** A Program license specifying a 1 Year Term shall commence on the Effective date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term, the Program license shall terminate automatically.



## CURRENCY MATRIX

For License Metrics that reference One Million U.S. Dollars, One Billion U.S. Dollars and One Thousand U.S. Dollars, please find the equivalent amount per the Applicable Currency below. "Applicable Currency" is defined as the currency specified in the Summary of Fees section on your order.

CURRENCY	EQUIVALENT AMOUNT TO ONE MILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE BILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE THOUSAND U.S. DOLLARS
Albania Lek	ALL 106,602,200	ALL 106,602,200,000	ALL 106,602.20
Argentina Peso	ARS 119,111,500	ARS 119,111,500,000	ARS 119,111.50
Australian Dollar	AUD 1,367,100	AUD 1,367,100,000	AUD 1,367.10
Bangladesh Taka	BDT 84,487,700	BDT 84,487,700,000	BDT 84,487.70
Bosnian Mark	BAM 1,830,000	BAM 1,830,000,000	BAM 1,830
Brazilian Real	BRL 5,010,200	BRL 5,010,200,000	BRL 5,010.20
Bulgaria Lev	BGN 1,756,600	BGN 1,756,600,000	BGN 1,756.60
Canadian Dollar	CAD 1,213,500	CAD 1,213,500,000	CAD 1,213.50
Chilean Peso	CLP 776,468,000	CLP 776,468,000,000	CLP 776,468
Chinese Yuan	CNY 6,822,000	CNY 6,822,000,000	CNY 6,822
Colombian Peso	COP 4,058,180,000	COP 4,058,180,000,000	COP 4,058,180
Costa Rican Colón	CRC 675,670,000	CRC 675,670,000,000	CRC 675,670
Croatian Kuna	HRK 6,668,500	HRK 6,668,500,000	HRK 6,668.50
Czech Koruna	CZK 22,968,000	CZK 22,968,000,000	CZK 22,968.00
Danish Kroner	DKK 6,616,100	DKK 6,616,100,000	DKK 6,616.10
Egyptian Pound	EGP 16,808,700	EGP 16,808,700,000	EGP 16,808.70
Euro	EUR 930,000	EUR 930,000,000	EUR 930
Hong Kong Dollars	HKD 7,749,900	HKD 7,749,900,000	HKD 7,749.90
Hungarian Forint	HUF 356,690,000	HUF 356,690,000,000	HUF 356,690.00

CURRENCY	EQUIVALENT AMOUNT TO ONE MILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE BILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE THOUSAND U.S. DOLLARS
Iceland Krone	ISK 123,372,000	ISK 123,372,000,000	ISK 123,372
Indian Rupee	INR 77,570,000	INR 77,570,000,000	INR 77,570
Indonesian Rupiah	IDR 14,410,000,000	IDR 14,410,000,000,000	IDR 14,410,000
Israel Shekel	ILS 3,253,100	ILS 3,253,100,000	ILS 3,253.10
Japanese Yen	JPY 120,000,000	JPY 120,000,000,000	JPY 120,000
Kazakhstan	KZT 412,570,000	KZT412,570,000,000	KZT 412,570
Kenyan Shilling	KES 112,140,500	KES 112,140,500,000	KES 112,140.50
Korean Won	KRW 1,194,520,000	KRW 1,194,520,000,000	KRW 1,194,520
Kuwait Dinar	KWD 290,000	KWD 290,000,000	KWD 290
Macau	MOP 7,984,100	MOP 7,984,100,000	MOP 7,984.10
Malaysian Ringgit	MYR 4,054,300	MYR 4,054,300,000	MYR 4,054.30
Maldives Rufiyaa	MVR 15,380,000	MVR 15,380,000,000	MVR 15,380
Mexican Peso	MXN 20,051,600	MXN 20,051,600,000	MXN 20,051.60
New Zealand Dollar	NZD 1,554,700	NZD 1,554,700,000	NZD 1,554.70
Norwegian Krone	NOK 9,590,700	NOK 9,590,700,000	NOK 9,590.70
Pakistan Rupee	PKR 201,350,000	PKR201,350,000,000	PKR 201,350
Peru Sol	PEN 3,706,800	PEN 3,706,800,000	PEN 3,706.80
Philippine Peso	PHP 51,788,000	PHP 51,788,000,000	PHP 51,788
Polish Zloty	PLN 4,287,000	PLN 4,287,000,000	PLN 4,287.00
Pounds Sterling	GBP 798,700	GBP 798,700,000	GBP 798.70
Qatari Riyal	QAR 3,640,800	QAR 3,640,800,000	QAR 3,640.80
Romanian NewLeu	RON 4,605,200	RON 4,605,200,000	RON 4,605.20

CURRENCY	EQUIVALENT AMOUNT TO ONE MILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE BILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE THOUSAND U.S. DOLLARS
Saudi Arabia Riyal	SAR 3,750,400	SAR 3,750,400,000	SAR 3,750.40
Serbian Dinar	RSD 105,982,300	RSD 105,982,300,000	RSD 105,982.30
Singapore Dollar	SGD 1,381,900	SGD 1,381,900,000	SGD 1,381.90
South African Rand	ZAR 15,588,500	ZAR 15,588,500,000	ZAR 15,588.50
Swedish Krona	SEK 9,783,000	SEK 9,783,000,000	SEK 9,783
Swiss Franc	CHF 1,003,000	CHF 1,003,000,000	CHF 1,003
Taiwanese Dollar	TWD 28,449,900	TWD 28,449,900,000	TWD 28,449.90
Thai Baht	THB 31,827,000	THB 31,827,000,000	THB 31,827
Turkish Lira	TRL 15,649,800	TRL 15,649,800,000	TRL 15,649.80
United Arab Emirates Dirham	AED 3,673,000	AED 3,673,000,000	AED 3,673
Vietnamese Dong	VND 23,411,000,000	VND 23,411,000,000,000	VND 23,411,000

## ORACLE LICENSING RULES

### Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

**Failover:** Subject to the conditions that follow below, Your license for the Programs listed on the US Oracle Technology Price List, which may be accessed at <http://www.oracle.com/us/corporate/pricing/price-lists/index.html>, includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate 24-hour periods in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two 24-hour periods). The above right only applies when a number of machines are arranged in a cluster and share one logical disk array in a single data center. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must either switch back or designate that repair server as the failover node. Once the failover period has exceeded ten 24-hour periods, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate 24-hour periods even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate 24-hour periods limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

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

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

- Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. If You purchase Named User Plus (NUP) licenses, You must maintain a minimum of 10 NUP per server.
- If you are licensing the Oracle database Program, you may not cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of data formats included in or produced by that Program; the foregoing includes a prohibition on reverse engineering of code, data structures, file formats or memory formats included in or produced by that Program or use of any tools or products that have been derived from the reverse engineering of that Program or those data formats.
- Exadata Database In-Memory may only be used on Exadata Database Machines and Oracle Superclusters.
- Exadata Multitenant may only be used on Exadata Database Machines and Oracle Superclusters.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but You must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the

Oracle Business Intelligence Extended Edition Program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications Programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application Programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.

- With respect to the Java SE Advanced, Java SE Advanced Desktop, Java SE Suite Programs, Java SE Subscription, and Java SE Desktop Subscription, You may not create, modify, or change the behavior of, or authorize Your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these Programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at <http://oracle.com/contracts>. Additional copyright notices and license terms applicable to portions of the Programs are set forth at <http://oracle.com/contracts>.
- Programs that contain "for Oracle Applications" in the Program name are limited use Programs. These limited use Programs may only be used with "eligible" Oracle application Programs that contain the following prefixes in the Program name: Oracle Fusion, Oracle Argus, Oracle ATG, Oracle Banking, Oracle Communications\*, Oracle Documaker, Oracle Enterprise Taxation\*, Oracle Financial Services\*, Oracle FLEXCUBE, Oracle Health Sciences, Oracle Healthcare\*, Oracle Hospitality, Oracle Insurance, Oracle Knowledge, Oracle Legal, Oracle Mantas, Oracle Media, Oracle Primavera, Oracle Relate, Oracle Retail\*, Oracle Reveleus, Oracle Tax, Oracle Utilites\*, and Oracle XBRI. For those prefixes designated above with a "\*" not all Programs with that prefix are eligible for use with the "for Oracle Applications" limited use Programs. For a list of excluded Programs please review the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.

Oracle Analytics Server for Oracle Applications is eligible for use with the following Oracle Business Intelligence Applications provided Oracle Fusion Applications is the only data source: Sales Analytics, Fusion Edition; Marketing Analytics, Fusion Edition; Partner Analytics, Fusion Edition; Supply Chain and Order Management Analytics, Fusion Edition; Financial Analytics, Fusion Edition; Procurement & Spend Analytics, Fusion Edition; Project Analytics; and Human Resources Analytics, Fusion Edition.

Oracle Analytics Server for Oracle Applications is also eligible for use with: Oracle Product Information Management Analytics, Fusion Edition; Oracle Customer Data Management Analytics, Fusion Edition; and Oracle Product Lifecycle Analytics.

WebLogic Suite for Oracle Applications is eligible for use with Oracle Agile Applications (available on the Oracle E-Business Suite Applications Global Price Lists). Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and, other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.
- Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Suite Foundation Edition); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from

source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Suite Foundation Edition); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.

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

replication purposes. For the avoidance of doubt, examples of other uses that are not permitted include, but are not limited to, the following: replicating data to non-Oracle databases (including MySQL), adding new source or target schemas, adding unsupported application modules to source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.

- The license for the Hyperion Planning Plus Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs may only be used to access data from the Hyperion Planning Plus Program. The Oracle Data Integrator for Oracle Business Intelligence Program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.
- The license for the Hyperion Profitability and Cost Management Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs may only be used to access data from the Hyperion Profitability and Cost Management Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.

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

PROGRAM	NAMED USER PLUS MINIMUM
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
NoSQL Database Enterprise Edition	25 Named Users Plus per Processor
Times Ten In-Memory Database	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
Data Integrator Enterprise Edition	25 Named Users Plus per Processor
GoldenGate	25 Named Users Plus per Processor
GoldenGate for Non Oracle Database	25 Named Users Plus per Processor
GoldenGate for Mainframe	25 Named Users Plus per Processor
GoldenGate Veridata	25 Named Users Plus per Processor
GoldenGate for Teradata Replication Services	25 Named Users Plus per Processor
Data Integrator Enterprise Edition for Oracle Applications	25 Named Users Plus per Processor

<b>PROGRAM</b>	<b>NAMED USER PLUS MINIMUM</b>
GoldenGate for Big Data	25 Named Users Plus per Processor
GoldenGate Foundation Suite	25 Named Users Plus per Processor
GoldenGate for Oracle Applications	25 Named Users Plus per Processor
Endeca Discovery Foundation for Oracle Applications	25 Named Users Plus per Processor
Java SE Advanced	10 Named Users Plus per Processor
Java SE Suite	10 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
Web Tier	10 Named Users Plus per Processor
Coherence Standard Edition One	10 Named Users Plus per Processor
Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
GlassFish Server	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
API Gateway	10 Named Users Plus per Processor
BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor



<b>PROGRAM</b>	<b>NAMED USER PLUS MINIMUM</b>
Managed FileTransfer	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor
Event Processing	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Unified Business Process Management Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Process Management Standard Edition	10 Named Users Plus per Processor
Application Adapters	10 Named Users Plus per Processor
Oracle E-Business Suite Adapter	10 Named Users Plus per Processor
Integration Adapter for SAP R/3	10 Named Users Plus per Processor
Integration Adapter for JD Edwards World	10 Named Users Plus per Processor
Integration Adapter for Siebel	10 Named Users Plus per Processor
Cloud Adapters	10 Named Users Plus per Processor
B2B forRosettaNet	10 Named Users Plus per Processor
B2B forEDI	10 Named Users Plus per Processor
Healthcare Adapter	10 Named Users Plus per Processor
B2B forebXML	10 Named Users Plus per Processor
WebCenter SuitePlus	10 Named Users Plus per Processor
WebCenter Portal	10 Named Users Plus per Processor
WebCenter Content	10 Named Users Plus per Processor
WebCenter Sites	10 Named Users Plus per Processor
WebCenter Sites Satellite Server	10 Named Users Plus per Processor
WebCenter Universal Content Management	10 Named Users Plus per Processor
WebCenter Imaging	10 Named Users Plus per Processor

PROGRAM	NAMED USER PLUS MINIMUM
WebCenter FormsRecognition	10 Named Users Plus per Processor
WebCenter EnterpriseCapture	10 Named Users Plus per Processor
WebCenter Distributed Capture	10 Named Users Plus per Processor
WebCenter Real-Time Collaboration	10 Named Users Plus per Processor
WebCenter Sites Mobile Option	10 Named Users Plus per Processor
Enterprise Identity Services Suite	10 Named Users Plus per Processor
Identity Governance Suite	10 Named Users Plus per Processor
Access Management Suite Plus	10 Named Users Plus per Processor
Entitlements Server	10 Named Users Plus per Processor
Entitlements Server Security Module	10 Named Users Plus per Processor
Beehive Enterprise Collaboration Server	10 Named Users Plus per Processor

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

PROGRAM	NAMED USER PLUS MAXIMUM
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus

If licensing by Named User Plus, the number of licenses for the Programs listed below in column A must match the number of licenses of the associated Program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective Programs were licensed. If licensing by Processor, the number of licenses for the Programs listed below in column A must match the number of licenses of the associated Program listed in column B. In the case where the Programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective Programs were licensed; in that case the number of cores used to determine the number of licensed processors for the Programs listed below in column A must match the number of cores used to determine the number of licensed processors of the associated Program listed in Column B. Associated Programs are those Programs being used in conjunction with the Program in Column A.

COLUMN A	COLUMN B
Database Enterprise Edition Options*- Multitenant, Real Application Clusters, Real Application Clusters One Node,	Oracle Database Enterprise Edition

**COLUMN A****COLUMN B**

Partitioning, OLAP, Spatial and Graph, Advanced Security, Label Security, Database Vault, Active Data Guard, Real Application Testing, Advanced Compression, Advanced Analytics, Database In-Memory, Retail Data Model, Communications Data Model, Airlines Data Model, Utilities Data Model

**Database Enterprise Management\***- Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack, Cloud Management Pack for Oracle Database

RDB Server Options\*- TRACE

**WebLogic Suite Options\*\***- BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Unified Business Process Management Suite, WebLogic Coherence Grid Edition Option

**WebLogic Server Enterprise Edition and WebLogic Suite Options\*\***- WebLogic Server Multitenant, WebLogic Server Continuous Availability

SOA Suite for Oracle Middleware Options\*\*- Integration Continuous Availability

**Application Server Enterprise Management\*\***- WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition, Cloud Management Pack for Oracle Fusion Middleware, Management Pack for Oracle Data Integrator

Management Pack for Oracle Coherence\*\*

Management Pack for Oracle GoldenGate\*

GoldenGate Foundation Suite

Tuxedo Advanced Performance Pack\*\*

**Business Intelligence Server Enterprise Edition Options**- Interactive Dashboard, Delivers, Answers

Rdb Enterprise Edition, CODASYL DBMS

WebLogic Suite

Associated application server Program being managed by the Program in Column A.

SOA Suite for Oracle Middleware

Associated application server Program being managed by the Program in Column A.

Coherence Enterprise Edition, Coherence Grid Edition

GoldenGate, GoldenGate for Non Oracle Database, GoldenGate for Mainframe, GoldenGate for Big Data

Oracle GoldenGate, Oracle GoldenGate for Non Oracle Database, GoldenGate for Mainframe licenses

Tuxedo

Business Intelligence Server Enterprise Edition

**COLUMN A****COLUMN B**

**Business Intelligence Suite Extended Edition Option- Business Intelligence Management Pack**

Business Intelligence Suite Extended Edition

**Beehive Platform Options-** Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail

Beehive Platform

Management Pack for Oracle Data Integrator

Data Integrator Enterprise Edition, Data Integrator and Application Adapter for Data Integration, or Oracle Data Integrator Enterprise Edition for Oracle Applications

**Hyperion Financial Data Quality Management Options-** Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP

Hyperion Financial Data Quality Management

**Hyperion Financial Data Quality Management for Hyperion Enterprise Option-** Hyperion Financial Data Quality Management - Enterprise Edition Adapter for Financial Management, Hyperion Financial Data Quality Management - Enterprise Edition Adapter Suite, Hyperion Financial Data Quality Management - Enterprise Edition ERP Source Adapter for SAP

Hyperion Financial Data Quality Management for Hyperion Enterprise

\*If licensing by Named User Plus You must maintain, at a minimum, 25 Named Users Plus per Processor per associated Program.

\*\* If licensing by Named User Plus You must maintain, at a minimum, 10 Named Users Plus per Processor per associated Program.

### Licensing Rules for Applications

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

### Licensing Rules for ATG Applications

- The Oracle ATG Web Commerce Business Intelligence Program and the Oracle ATG Web Commerce Business Intelligence Administrator Program may only be used in conjunction with either the Oracle ATG Web Commerce Program and/or the Oracle ATG Web Knowledge Manager Program. You may, however, expand Your data model to include other information provided the additional information supplements information is already included in the Oracle ATG Web Commerce Program or in the Oracle ATG Knowledge Manager Program.
- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence Program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional

seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

### **Licensing Rules for Oracle Communications Programs**

- You have the right to use the Oracle Communications Advanced Billing and Revenue Management Server Program, the Oracle Communications Advanced Billing and Revenue Management Server Extensions and the Oracle Communications Advanced Billing and Revenue Management Market Extensions up the specified amount of application annual revenue defined in this order for the specified Application/Scope of Use.
- Your license for the Oracle Communications Billing and Revenue Management for Convergent Rating Program includes a right to use the Batch Rating Module at no additional charge consistent with the rights granted for the Oracle Communications Billing and Revenue Management for Convergent Rating Program.
- Your license for the Oracle Communications Billing and Revenue Management Server for Roaming Program includes a right to use the Batch Rating Module at no additional charge consistent with the rights granted for the Oracle Communications Billing and Revenue Management Server for Roaming Program.
- The Oracle Communications Technology Foundation for Monitoring Applications may only be used with the Oracle Communications Integrated Diameter Intelligence Hub, Oracle Communications Diameter Intelligence Hub, Oracle Communications Performance Intelligence Center Data Record Storage and Oracle Communications Performance Intelligence Center Management Programs. Any use of the Oracle Communications Technology Foundation for Monitoring Applications by other Oracle Programs or third party programs is not permitted.

### **Licensing Rules for Oracle Construction and Engineering Programs**

- For the purposes of the following Programs: Primavera P6 Enterprise Project Portfolio Management and Primavera P6 Enterprise Project Portfolio Management Web Services, developers and/or users (i) who are not already licensed for the Primavera P6 Enterprise Project Portfolio Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera P6 Enterprise Project Portfolio Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.
- For the purposes of the following Programs: Primavera Contract Management Web Services and Primavera Contract Management, developers and/or users (i) who are not already licensed for the Primavera Contract Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera Contract Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.

### **Licensing Rules for Oracle E-Business Suite Applications**

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

- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.

### **Licensing Rules for Oracle Financial Services Programs**

- For the purposes of the following Programs: Oracle Banking Payments ACH Connectivity Pack 1, Oracle Banking Payments RTGS Connectivity Pack 1, Oracle Banking Payments RTP Connectivity Pack 1, Oracle Banking Payments RTP Connectivity Pack 2, and Oracle Banking Payments Cross Border Payments Connectivity Pack 1, the countries and the networks supported by these Programs are specified in the Program Documentation.
- For the purposes of the following Programs: Oracle Banking Payments ACH Messaging Pack 1, Banking Payments ACH Messaging Pack 2, Banking Payments RTP Messaging Pack 1, Banking Payments RTP Messaging Pack 2, Banking Payments RTGS Messaging Pack 1, Banking Payments RTGS Messaging Pack 2, and Oracle Banking Payments Cross Border Payments Messaging Pack 1, the countries and the networks supported by these Programs are specified in the Program Documentation.

### **Licensing Rules for Oracle Hospitality Cruise Applications**

- The Oracle Hospitality Data Foundation for Cruise Program may only be used with Oracle Hospitality Cruise Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.

### **Licensing Rules for Oracle Food and Beverage Applications**

- The Oracle MICROS Technology Foundation for Food and Beverage Program may only be used with either Oracle MICROS Programs or Oracle Hospitality Programs branded Oracle Food and Beverage Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle MICROS Interface Programs, data integration extracts and/or APIs, or Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle MICROS Programs or Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.
- The Oracle MICROS Symphony Base Software Programs or Oracle Hospitality Symphony Base Software Programs may be operating on Oracle MICROS hardware running the Oracle Linux for MICROS operating system. The Oracle Linux for MICROS operating system is licensed pursuant to the terms of the Oracle Linux license agreement delivered with the Oracle MICROS hardware. In the event that technical support for Oracle MICROS Symphony Base Software Programs or Oracle Hospitality Symphony Base Software Programs includes any updates, bug fixes, and security fixes for the Oracle Linux for MICROS operating system, then those updates, bug fixes, and security fixes are subject to the terms of the Oracle Linux license agreement delivered with the Oracle MICROS hardware.

## Licensing Rules for Oracle Hospitality Hotels Applications

- The Oracle Hospitality Technology Foundation Programs may only be used with Oracle Hospitality Hotel Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.
- The Oracle Hospitality OPERA 5 Property Standard Program is limited to 55 functions as defined in the Program Documentation.
- The Oracle Hospitality OPERA 5 Property Lite Program is limited to 30 functions as defined in the Program Documentation.
- The Oracle Hospitality Suite8 Property Resort Edition Program is limited to 30 functions as defined in the Program Documentation.

The number of licenses for the Oracle Hospitality Hotels Programs listed below in column A must match the number of licenses of the associated Oracle Hospitality Hotels Program listed in column B.

COLUMN A	COLUMN B
<p><b>Oracle Hospitality OPERA Property Add-on Modules -</b>            Oracle Hospitality OPERA Hotel Mobile, Oracle Hospitality OPERA Mobile, Oracle Hospitality OPERA Multiproperty Cross Profiles and Configurations, Oracle Hospitality OPERA Multiproperty Cross Reservation, Oracle Hospitality OPERA Multiproperty Cross Postings, Oracle Hospitality OPERA Advanced Reporting and Analytics, Oracle Hospitality OPERA Commission Handling, Oracle Hospitality OPERA Membership for Frequent Guest and Flyer, Oracle Hospitality OPERA Web Self Service</p>	<p>Oracle Hospitality OPERA 5 Property Premium OR Oracle Hospitality OPERA 5 Property Standard OR Oracle Hospitality OPERA 5 Property Lite</p>
<p><b>Oracle Hospitality OPERA Sales and Catering Add-ons for Hotels -</b>            Oracle Hospitality OPERA 5 Sales and Catering Multi-Property Base, Oracle Hospitality OPERA 5 Sales and Catering Multiproperty Group Room Control and Function Diary, Oracle Hospitality OPERA 5 Sales and Catering Reporting and Analytics, Oracle Hospitality OPERA 5 Sales and Catering Web Self Service</p>	<p>Oracle Hospitality OPERA 5 Sales and Catering Premium OR Oracle Hospitality OPERA 5 Sales and Catering Standard OR Oracle Hospitality OPERA 5 Sales and Catering Lite</p>
<p><b>Oracle Hospitality Suite8 Property Add-On Modules* -</b>            Oracle Hospitality Suite8 Property Loyalty and Membership, Oracle Hospitality Suite8 Property Spa and Leisure, Oracle Hospitality Suite8 Central Shared Profiles and Reports, Oracle Hospitality Suite8 Central Cross Reservations, Oracle Hospitality Suite8 Property Travel Agent Commission, Oracle Hospitality Suite8</p>	<p>Oracle Hospitality Suite8 Property Professional Edition OR Oracle Hospitality Suite8 Property Resort Edition, OR Oracle Hospitality Suite8 Property Small Business Edition</p>

**COLUMN****COLUMN B**

Property Conference and Catering, Oracle Hospitality Suite8 Property Conference and Catering Room Planner, Oracle Hospitality Suite8 Hotel Mobile, Oracle Hospitality Suite8 Property Bed Management

**Oracle Hospitality Suite8 Property Interfaces\*-**

Oracle Hospitality Suite8 Property One-Way Online Interface, Oracle Hospitality Suite8 Property Two-Way Online Interface, Oracle Hospitality Suite8 Property Telephony Management System Interface, Oracle Hospitality Suite8 Property Call Accounting System Interface (EMEA and APAC Regions), Oracle Hospitality Suite8 Property Voice Mail System Interface, Oracle Hospitality Suite8 Property Point-of-Sale Interface, Oracle Hospitality Suite8 Property Key Services System Interface

Oracle Hospitality Suite8 Property Video Services Interface, Oracle Hospitality Suite8 Property Video Posting Only System Interface

Oracle Hospitality Suite8 Property Minibar System, Oracle Hospitality Suite8 Property Electronic Funds Transfer Interface, Oracle Hospitality Suite8 Property Building Management System Interface, Oracle Hospitality Suite8 Property Vending System Interface, Oracle Hospitality Suite8 Property Miscellaneous System Interface, Oracle Hospitality Suite8 Property Internet Posting System Interface

Oracle Hospitality Suite8 Property Back Office Interface, Oracle Hospitality Suite8 Property Voucher Redemption Interface, Oracle Hospitality Suite8 Property Conference and Catering Event Display Interface, Oracle Hospitality Suite8 Property Back Office Interface for baVel, Oracle Hospitality Suite8 Property Interface for HIS-Solution, Oracle Hospitality Suite8 Property Interface for TAC Voucher Redemption

Oracle Hospitality Suite8 Property Professional Edition OR Oracle Hospitality Suite8 Property Resort Edition, OR Oracle Hospitality Suite8 Property Small Business Edition

\*Note: The Oracle Hospitality Suite8 Programs are only applicable to the EMEA and APAC Regions.

**Licensing Rules for JD Edwards Applications**

- The Foundation Program contains the development foundation environment/toolkit. You understand and acknowledge that any software Program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer Programs generated by You utilizing the development tools included in the Programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE



PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

## Licensing Rules for MySQL Programs

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

## Licensing Rules for PeopleSoft Applications

- Your use of the Campus Self Service and Student Administration components within the Campus Solutions Program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at <http://oracle.com/contracts>.
- Notwithstanding anything in the agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only 1 instance of the Micro Focus Visual OBOL for Windows compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and you may use any number of Application Servers in connection with PeopleSoft programs. You may only use this program with PeopleSoft programs that you have licensed. "Named user" shall mean only 1 uniquely identified person having access to the program. More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) this third party program is a supportable program; and (b) technical support fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.
- Notwithstanding anything in the agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only 1 instance of the Micro Focus Visual OBOL for Linux and UNIX compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and you may use any number of Application Servers in connection with PeopleSoft programs. You may only use this program with PeopleSoft programs that you have licensed. "Named user" shall mean only 1 uniquely identified person having access to the program. More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) this third party program is a supportable program; and (b) technical support fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.
- Notwithstanding anything in the agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only 1 instance of the Micro Focus Visual OBOL for Linux and UNIX compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and you may use any number of Application Servers in connection with PeopleSoft programs. You may only use this program with PeopleSoft programs that you have licensed. "Named user" shall mean only 1 uniquely identified person having access to the program. More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) this third party program is a supportable program; and (b) technical support fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.

## Licensing Rules for Siebel Applications


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

## Licensing Rules for Systems Software Programs

**Failover:** Subject to the conditions that follow below, Your license for the following Programs: StorageTek QFS, StorageTek QFS Client, Oracle Hierarchical Storage Manager, StorageTek Automated Cartridge System Library Software (ACSL), includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate 24-hour periods in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two 24-hour periods). The above right only applies when a number of machines are connected to the disk cache or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must either switch back or designate that repair server as the failover node. Once the failover period has exceeded ten 24-hour periods, the failover node must be licensed. Downtime for maintenance purposes counts towards the ten separate 24-hour periods limitation. Any use beyond the right granted in this section must be licensed separately.

## Licensing Rules for Programs Licensed per UPK Module

- Oracle grants to You a non-exclusive, nontransferable license for Your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") Programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying Programs for Your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying Programs for Your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices



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

### **Licensing Rules for Oracle Utilities Programs**

- Notwithstanding anything herein to the contrary: (a) you shall use MicroFocus Third Party Programs exclusively in conjunction with the Oracle Utilities Customer Care and Billing program licensed by you; (b) source code is not included for this program; and (c) this third party program is a supportable program.

**CHERRYROAD/ORACLE SOFTWARE PROGRAMS AND/OR SERVICES  
PUBLIC SECTOR SUPPLEMENTAL TERMS AND CONDITIONS**

THESE ORACLE SOFTWARE PROGRAM AND/OR SERVICES PUBLIC SECTOR SUPPLEMENTAL TERMS AND CONDITIONS ("SOFTWARE STCs") SHALL APPLY TO THE ORACLE SOFTWARE PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM CHERRYROAD TECHNOLOGIES INC. (THE "CONTRACTOR"). THESE SOFTWARE STCs SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY CONTRACT WITH CONTRACTOR, ANY NON-ORACLE CONTRACT, ORDER OR ORDERING DOCUMENTATION. THESE SOFTWARE STCs ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

**A. Definitions**

"You" and "Your" refers to the ordering activity that has ordered programs, and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to your contract or ordering document with the Contractor.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support.

The term "services" refers to annual technical support services which you have ordered.

**B. Rights Granted**

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Software STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation 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.

**C. Ownership and Restrictions**

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms

of the third party technology license agreement specified in the program documentation and not under the terms of the contract or these Software STCs.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- 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), operating system or integrated software; or
- disclose results of any program benchmark tests.

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

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **NEITHER ORACLE NOR CONTRACTOR GUARANTEES THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

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

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

#### **E. Technical Support**

Technical support consists of annual technical support services you may have ordered or will order for the programs, including support renewals. Support must be ordered pursuant to a valid End User

License Agreement such as these Software STCs. Bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies to the contrary, you may discontinue technical support at the end of any current technical support term and, at any time thereafter, reinstate technical support by executing an order for such services with Contractor. If you decide to reinstate technical support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had technical support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the technical support fee for the new support period. This technical support fee for the new support period is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

#### **F. Intellectual Property Indemnification**

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification,

instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider", which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else'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 for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, 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 to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and the Software STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

**This section provides Your, Contractor's and Oracle's exclusive remedy for any infringement claims or damages.**

**G. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE SOFTWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU**

**PAID CONTRACTOR FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.**

**H. Other**

1. You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, 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 relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Software STCs.

3. Accessibility. The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at [www.oracle.com/us/corporate/accessibility](http://www.oracle.com/us/corporate/accessibility) for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at [accessible\\_ww@oracle.com](mailto:accessible_ww@oracle.com). In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at <https://www.fcc.gov/file/15195/download> and a list of telephone numbers is available at <https://www.fcc.gov/general/telecommunications-relay-services-directory>. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. You agree that the representations provided and referenced in this paragraph satisfy Your requirements relating to Section 508 and Accessibility, and that no other Section 508- or accessibility-related requirements, terms, conditions, statements or any other such representations, including any which may be contained in any non-Oracle order or ordering documentation, shall apply to the Oracle products and/or services provided under these Software STCs.



4. Internet Protocol version 6 (IPv6). Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. You agree that the representations provided and referenced in this paragraph satisfy Your requirements relating to IPv6, and that no other IPv6-related requirements, terms, conditions, statements or any other such representations, including any which may be contained in any non-Oracle order or ordering documentation, shall apply to the Oracle products and/or services provided under these Software STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export laws govern your use of the programs (including technical data), and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

6. Oracle, as the owner of the intellectual property of the program licensed and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

7. The Uniform Computer Information Transactions Act does not apply to these Software STCs nor any order placed pursuant to them.

8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

9. You may order trial programs, or Oracle may include additional programs with your order with Contractor 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 delivery date to evaluate these programs. If you decide 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 distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and 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.

10. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Contractor may audit your use of the programs. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. Contractor shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Contractor prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

11. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

12. Source code maybe delivered as part of the standard delivery for particular programs; all such source code is subject to the terms of these Software STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

13. Programs and service 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.

14. 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.

15. Oracle's Applications Licensing Table in effect as of the effective date of your order is incorporated herein. You may access the current version of the Applications Licensing Table at <http://oracle.com/contracts>. Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

16. Oracle's License Definitions and Rules are incorporated herein. You may access the current version of the License Definitions and Rules at <http://oracle.com/contracts>.

17. If any document incorporated by reference into these Software STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

COUNTY OF RIVERSIDE, CA

CHERRYROAD TECHNOLOGIES INC.

Authorized  
Signature:

*Jeff Hewitt*

Authorized  
Signature:

*Stephen Lange*

Name:

JEFF HEWITT

Name:

Stephen Lange

Title:

CHAIR, BOARD OF SUPERVISORS

Title:

President & COO

Signature Date:

AUG 30 2022

Signature Date:

08/17/2022

FORM APPROVED COUNTY COUNSEL

BY

*Kristine Bell-Valdez*

DATE

ATTEST:

KECIA R. HARPER, Clerk

By

*Kecia R. Harper*

DEPUTY

AUG 30 2022

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**PROFESSIONAL SERVICES  
ORDERING DOCUMENT**

Ordering Document Number: US-13502297

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	<b>Your Name:</b> County of Riverside, a political subdivision of the State of California. <b>Your Address:</b> 4080 LEMON STREET RIVERSIDE CA 92502 United States
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<b>Oracle Representative:</b>	Lynne Doyle	<b>Your Billing / Accounts Payable Contact:</b>	Anita Abraham
<b>Address:</b>	500 Oracle Parkway Redwood Shores, CA 94065	<b>Address:</b>	4080 LEMON STREET RIVERSIDE CA 92502 United States
<b>Phone Number:</b>	916-768-1406	<b>Phone Number:</b>	951-9558123
<b>Email Address:</b>	lynne.doyle@oracle.com	<b>Email Address:</b>	aabraham@rivco.org

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services Ordered	Part Number	Quantity	Term (months)	Start Month*	End Month*	Fees	Estimated Expenses
<b>Fixed Scope Services – Exhibit 1</b> A. Market-Driven Support for Oracle Database 12.1: up to 50 databases	B95810	1	7	1	7	\$87,500.00	\$0.00
<b>Total Fees and Estimated Expenses</b>						<b>\$87,500.00</b>	<b>\$0.00</b>

\* Month 1 shall correspond to the period beginning on 01-JAN-2023.

**A. TERMS**

- Applicable Master Agreement:** This order incorporates by reference the Master Agreement **US-OMA-1857475** and all amendments and addenda thereto (collectively, the "Master Agreement").
- Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at <https://www.oracle.com/corporate/contracts/consulting/policies.html> apply to and are incorporated into this order.
- Payment Terms:** Net 30 days from invoice date.
- Currency:** US Dollars.
- Offer Valid through: 30-SEP-2022.**
- Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
- Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.
- Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The

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services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

**9. Additional Third-Party Subprocessors:**

In addition to the Third-Party Subprocessors listed on My Oracle Support, the following Third-Party Subprocessors may also process Your personal information pursuant to the Services:

Third-Party Subprocessor	Location	Type of Service
N/A	N/A	N/A


**B. ADDITIONAL ORDER TERMS**

- When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

<b>County of Riverside, a political subdivision of the State of California.</b>	<b>Oracle America, Inc.</b>
Authorized Signature: 	Authorized Signature: 
Name: <u>Martin Perez</u>	Name: <u>Tasha Malana</u>
Title: <u>Assistant Chief Information Officer</u>	Title: <u>Deal Specialist, Americas SSC, Deal Management</u>
Signature Date: <u>08 18 2022</u>	Signature Date: <u>25-Aug-2022   3:47 PM CDT</u>
Ordering Document Effective Date: <u>18-AUG-2022</u>	<i>{to be completed by Oracle}</i>

FORM APPROVED COUNTY COUNSEL  
 BY KRISTINE BELL-VALDEZ DATE \_\_\_\_\_

BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By:   
 Jeff Hewitt  
 Chair

ATTEST:

CLERK OF THE BOARD:  
 By:   
 Deputy

AUG 30 2022 3:55



**ACS FIXED SCOPE EXHIBIT  
FOR  
ORACLE MARKET DRIVEN SUPPORT FOR  
ORACLE DATABASE 12.1.0.2**

**Your Name: County of Riverside, a political subdivision of the State of California.  
Ordering Document Number: US-13502297  
Exhibit Number: 1**

This exhibit may also be referred to as the Fixed Scope Exhibit for Oracle Market Driven Support for Oracle Database 12.1.0.2.

A. Description of Services Ordered. Services ordered by You within the Fixed Scope Services section under the Professional Services Ordered table of Your order ("Services"). The service description applicable to the Services are incorporated within this exhibit. Oracle updates to the aforementioned service descriptions will not materially reduce the level of performance, functionality, security, or availability of the Services during the Term of Your order.

Oracle will provide You with Oracle Market-Driven Support for Oracle Database Release 12.1.0.2 (12c Release 1) for the following platforms and periods:

Database Version	Start Date	End Date	Operating Systems/Platform(s)
Oracle Database 12c 12.1.0.2 (12c Release 1)	1-Jan-2023	31-Jul-2023	Linux x86 (64 bit), Solaris SPARC (64 bit), IBM AIX (64 bit), Oracle Exadata Oracle Database Cloud Services on OCI, Oracle Database Cloud Services on Oracle Cloud@Customer, Oracle Exadata Cloud Service on OCI, Gen1 Oracle Exadata Cloud@Customer, Gen2 Oracle Exadata Cloud@Customer

Oracle will provide the following, subject to limitations and restrictions defined below, for the production databases identified in the table above:

1. Severity 1 fixes and critical security patches for Oracle Database and Oracle Grid Infrastructure, as defined below, for production environments and non-production environments to support testing requirements:
  - a. Workarounds and/or fixes for Severity 1 service requests ("SRs"), using commercially reasonable efforts, delivered by Oracle through My Oracle Support; and
  - b. Periodic critical security patches and updates, on a schedule determined by Oracle, provided solely at Oracle's discretion for issues that potentially pose a Severity 1 business risk.
2. Database upgrade planning workshop ("Workshop") that includes:
  - a. Up to two (2) remote sessions to aid with upgrade planning, and present an overview of the new features included in the Oracle Database Release 19c or higher; and
  - b. Guidance and advice delivered remotely by Oracle regarding Your Oracle Database upgrade preparation and planning, limited to six participants named by You.
3. An assigned Technical Account Manager (TAM) to assist with Your plans to upgrade databases to 19c or higher and assist with issues or escalations pertaining to fixes and updates included under this order.

**A. Limitations and Restrictions.**

Oracle Market-Driven Support for Oracle Database Release 12.1.0.2 is limited to error correction for Oracle Database 12.1.0.2 and associated Oracle Grid Infrastructure components, including Real Application Clusters ("RAC"); and specifically excludes the following:

1. All other Oracle products, Oracle Database Options not explicitly included, Oracle Warehouse Builder, and non-database cloud services;
2. All Java and Java-related products, including, but not limited to, OJVM, JDK, and Java embedded in the Oracle Database;
3. Functional upgrades, enhancements, or new features of any kind;
4. Issues associated with Third Party software, and/or certifications with new versions of Oracle products or Third Party products;
5. Security fixes and updates for any cryptography related functionality, including, but not limited to, cipher suites, Kerberos, Transport Layer Security (TLS), network encryption, Transparent Data Encryption, DBMS\_CRYPTO, and other usages of cryptography;
6. Platforms and operating systems not explicitly identified above;
7. Your licensed Oracle Database(s) not currently supported with Software Update License and Support;
8. Updates or changes required to maintain Federal Information Processing Standards (FIPS) compliance.

B. Fees, Expenses, and Payment. You agree to pay Oracle the fees for the Services as identified in the Professional Services Ordered table in Your order and as described in this exhibit. This fee is invoiced in advance of the commencement of the Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle's acceptance of Your order; this payment obligation is non-cancelable and the sums paid non-refundable, except as otherwise provided in the Master Agreement. If applicable, expenses related to the Services are specified in Your order and will be invoiced monthly as incurred.

C. End of Services. Notwithstanding any provision or interpretation of this exhibit to the contrary, Oracle's obligation to provide You with the Services under this exhibit terminates on the last day of the Term ("End Date"). As of the End Date, any portion of the Services that Oracle has not provided prior to the End Date shall be automatically forfeited by You on the End Date, and You shall not be entitled to any refund, or any credit toward additional or other services, for any unused portion of the Services. In order for Oracle to provide services to You after the End Date, Oracle and You shall mutually agree, in writing, under a separate order and exhibit, to the terms and fees for such Services.

D. Project Management. You shall designate a project manager who shall be solely responsible for (i) project management associated with this exhibit and (ii) direction of Services provided to You by Oracle under this exhibit.



8-Aug-22

Anita Abraham  
County of Riverside  
4080 LEMON STREET  
RIVERSIDE  
CA 92502  
United States

Dear Anita Abraham

Please find attached an ordering document for technical support services. The technical support services, identified in the ordering document, may be ordered by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the ordering document on or before 30-Sep-22.

Have a question about your renewal? Call 9167681406 or email Oracle at [lynne.doyle@oracle.com](mailto:lynne.doyle@oracle.com).

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**GENERAL INFORMATION**

<b>OFFER EXPIRATION</b>	<b>ORACLE:</b> Oracle America, Inc.
<b>Support Service Number:</b> 21023248 <b>Offer Expires:</b> 30-Sep-22	<b>Oracle Contact Information:</b> Lynne Doyle  <b>Telephone:</b> 9167681406 <b>Fax:</b> <b>Email:</b> lynne.doyle@oracle.com
<b>CUSTOMER:</b> County of Riverside	
<b>CUSTOMER QUOTE TO</b> <b>Account Contact:</b> Anita Abraham <b>Account Name:</b> County of Riverside <b>Address:</b> 4080 LEMON STREET RIVERSIDE CA 92502 United States <b>Telephone:</b> 951 9558123 <b>Fax:</b> <b>E-mail:</b> aabraham@rivco.org	<b>CUSTOMER BILL TO</b> <b>Account Contact:</b> Anita Abraham <b>Account Name:</b> County of Riverside <b>Address:</b> 4080 LEMON STREET RIVERSIDE CA 92502 United States <b>Telephone:</b> 951-9558123 <b>Fax:</b> <b>E-mail:</b> aabraham@rivco.org

"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 21023248, to Your Oracle Support Sales Representative identified in the table above.

**SERVICE DETAILS**

<b>Program Technical Support Services</b>	
<b>Service Level:</b>	<b>Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft FSCM (9.1) CY2022</b>

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Accounts Payable For The Public Sector - Reported Budget Perpetual	14501972	2380		FULL USE	1-Jan-22	31-Dec-22	0.00
PeopleSoft Enterprise Erecruit - Employee Count Perpetual	14501973	15500	VALUE		1-Jan-22	31-Dec-22	0.00
PeopleSoft Enterprise Contracts - Reported Budget Perpetual	15792409	23800000		FULL USE	1-Jan-22	31-Dec-22	120,000.00

**Program Technical Support Fees: USD 120,000.00**

**Total Price: USD 120,000.00**

Plus applicable tax

Please note the following:

- If You have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for an Oracle product, if applicable, may change during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- If Oracle accepts Your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.

## **TECHNICAL SUPPORT SERVICES TERMS**

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, County of Riverside represents that Customer has authorized County of Riverside to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. County of Riverside agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. County of Riverside agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and b) any failure of County of Riverside to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

The technical support services acquired under this ordering document are governed by the terms and conditions of the applicable agreement identified below ("agreement"):

- The agreement that You executed for technical support services for the programs and/ or hardware listed in the Service Details section above with Oracle or a vendor acquired by Oracle. Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired; or
- If You do not have an existing agreement for technical support services with Oracle, You agree that the terms of the Online Transactional Oracle Master Agreement located at <https://www.oracle.com/corporate/contracts/contract-documents/master-agreement.html>, that is in effect at the time You accept Your renewal order, govern the provision of technical support services ordered under this renewal order, as well as Your rights to use updates and other materials provided or made available by Oracle under technical support services. If applicable, You should review the Online Transactional Oracle Master Agreement prior to entering into this renewal order.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

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**ORDER PROCESSING DETAILS**

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order or payment confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

Please note that if the pre-tax value of this renewal is USD \$2,000 or less, the technical support services ordered must be paid by credit card; or You must renew Your support on the [Oracle Store](#).

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

"If County of Riverside is a tax exempt organization, a copy of County of Riverside's tax exemption certificate must be submitted with County of Riverside's purchase order, check, credit card or other acceptable form of payment."

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**PAYMENT DETAILS****Purchase Order**

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 21023248
- Total Price: USD 120,000.00 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, County of Riverside agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document will apply to the technical support services renewed under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

**Credit Card**

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

**Check**

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Support Service Number: 21023248

- Total Price: USD 120,000.00 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, County of Riverside agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the check shall apply.



Please mail check payments in accordance with the Remittance Details section below.

**AK, AZ, CA, HI, ID, NV, OR, UT, WA:**

Oracle America, Inc  
 PO Box 884471  
 Los Angeles, CA 90088-4471

**All Other States:**

Oracle America, Inc  
 PO Box 203448  
 Dallas, TX 75320-3448

<b>County of Riverside</b>		<b>Oracle America, Inc.</b>	
Authorized Signature: 	Authorized Signature: 	DocuSigned by:	Jake Camarillo
Name: <u>Martin Perez</u>	Name: <u>Jake Camarillo</u>		
Title: <u>Assistant Chief Information Officer</u>	Title: <u>Manager, Americas SSC, Deal Management</u>		
Signature Date: <u>08.18.2022</u>	Signature Date: <u>25-Aug-2022   3:50 PM CDT</u>		
Ordering Document Effective Date: <u>01-JAN-2022</u>	<i>{to be completed by Oracle}</i>		

BOARD OF SUPERVISORS OF THE  
 COUNTY OF  
 RIVERSIDE, STATE OF CALIFORNIA

By:   
 Jeff Hewitt  
 Chair

ATTEST:  
 CLERK OF THE BOARD:  
 By:   
 Deputy

FORM APPROVED COUNTY COUNSEL  
 BY:   
 KRISTINE BELL-VALDEZ DATE

AUG 30 2022 3:55