



GENERAL TERMS- Public Sector

Oracle General Terms Reference:

US-OMA-FEC-80566740

The text of this Agreement differs from Oracle's standard Oracle Master Agreement.

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

1. DEFINITIONS

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

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

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

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

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

1.6 "**Programs**" refers to (a) the software owned or distributed by Oracle that County have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System or any software release prior to general availability (e.g., beta releases).

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

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

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

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

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

2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Schedules are incorporated into the Master Agreement: Schedule S –Services.

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings County may receive or have received from Oracle. County understands that County may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. County's obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. County acknowledges that County have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

4. OWNERSHIP

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

5. INDEMNIFICATION

5.1 Subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against the County that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by Oracle and used by the County infringes the third party's intellectual property rights, Oracle, at Oracle's sole cost and expense, will defend the County against the claim and indemnify the County from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Oracle, if the County does the following:

- a. notifies Oracle promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives Oracle control of the defense subject to the approval of the County's attorney, and Oracle sole control over any settlement negotiations (but without the County's written consent, Oracle may not settle a claim requiring the County to pay any non-reimbursable sum); and
- c. gives Oracle the information, authority and assistance Oracle needs to defend against or settle the claim.

5.2 If Oracle believes or it is determined that any of the Material may have violated a third party's intellectual property rights, Oracle 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, Oracle may end the license for, and require return of, the applicable Material and refund any fees County may have paid to the other party for it and, any unused, prepaid technical support fees County has paid to Oracle for the license of the infringing Program. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

5.3 Notwithstanding the provisions of section 5.2 and with respect to hardware only, if Oracle believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may remove the applicable hardware (or portion thereof) and refund the net book value and any unused, prepaid technical support fees County have paid to Oracle for the Hardware.

5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Program associated with that Separately Licensed Third Party Technology and shall refund any Program license fees County may have paid to Oracle for the Program license and any unused, prepaid technical support fees County have paid to Oracle for the Program license.

5.5 Provided County is or was a subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which County was a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that County have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify County for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

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

5.7 Subsections 5.1 – 5.6 provide the County's exclusive remedy for any infringement claims or damages.

5.8 Oracle shall defend and indemnify the County against any and all claims of bodily injury and/or tangible personal property damage resulting from negligent, grossly negligent, or intentionally wrongful actions or omissions of Oracle or a person employed by Oracle (i.e., as an employee or subcontractor) while performing or participating in onsite services under an order, if such actions or omissions were not proximately caused by the action or omission of the County or any third party; provided however, that (a) the County notifies the Indemnitor promptly in writing, not later than thirty (30) days after the County receives notice of the claim (or sooner if required by law); (b) the County gives Oracle sole control of the defense and any settlement negotiations; and (c) the County gives Oracle the information, authority, and assistance Oracle needs to defend against or settle the claim. As used in this section, the term "tangible personal property" shall not include software, documentation, data or data files. Oracle shall have no liability for any claim of bodily injury and/or tangible personal property damage arising from use of software or hardware. This section states Oracle's entire liability and the County's exclusive remedy for bodily injury and property damage.

6. TERMINATION

6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, County must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the

breach. County agrees that if County is in default under the Master Agreement, County may not use those Products or Service Offerings ordered.

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

6.3 If County has used a contract with Oracle or an affiliate of Oracle to pay for the fees due under an order and County is in default under that contract, County may not use the Products and/or Service Offerings that are subject to such contract.

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

6.5 The parties acknowledge that the County's funding is subject to applicable appropriations laws. In the event funds are not appropriated for a new fiscal year period, the County may terminate the relevant order under this Master Agreement immediately without penalty or expense upon written notice Oracle; provided, however, that: (a) the County must provide a purchase order for each whole or partial 12-month term of the order, and (b) the County's issuance of each purchase order shall signify to Oracle that all funds for the given term have been fully appropriated and encumbered. Notwithstanding the foregoing, the County agrees to pay for all Products ordered and/or Service Offerings received by the County prior to Oracle's receipt of the County's notice of non-appropriation.

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

7.1 All fees payable to Oracle are due within 30 days from the invoice date. County agrees to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Service Offerings County ordered, except for taxes based on Oracle's income. Reimbursement of expenses related to the provision of any Service Offering, if any, will be addressed in the relevant ordering document and/or statement of work for such services.

7.2 County understands that County may receive multiple invoices for the Products and Service Offerings County ordered. Invoices will be submitted to County pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

8. NONDISCLOSURE

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

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

8.3 Subject to applicable law, we each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law. If the receiving party receives a subpoena, other validly issued administrative or judicial process, or public records request requesting Confidential Information of the disclosing party, the receiving party will, to the extent legally permissible, promptly notify the disclosing party and if requested

by the disclosing party, tender to the disclosing party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiving party will then be entitled to comply with the request to the extent permitted by law. Nothing in this Master Agreement shall prevent County from complying with the California Public Records Act or any other applicable law (including the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005)), regulation, or court order requiring disclosure.

8.4 To the extent County provide personal information to Oracle as part of any Service Offerings County have ordered under the Master Agreement, Oracle will comply with:

- a. the relevant Oracle privacy policies applicable to the Service Offerings, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>;
- b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/>; and
- c. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"). The version of the Data Processing Agreement applicable to County's order is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference. County's order for Service Offerings may also contain additional or more specific privacy terms.

9. ENTIRE AGREEMENT

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

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

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR COUNTY'S ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO FIVE MILLION DOLLARS (\$5,000,000.00).

11. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. County agrees that such export laws govern County's use of the Products (including technical data) and any Service Offerings deliverables provided under the Master Agreement, and County agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). County agrees that no data, information, Product and/or materials resulting from Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the

obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or County's obligation to pay for Products and Service Offerings ordered or delivered.

13. NOTICE

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

14. ASSIGNMENT

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity without Oracle's prior written consent. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, You will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms. Oracle may not assign this Master Agreement, in whole or in part, without the County's prior written consent except as part of a corporate reorganization, acquisition, internal restructuring, consolidation, divestiture, merger, or sale of all or substantially all of its assets.

15. OTHER

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

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

15.3 Intentionally omitted.

15.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. County agrees that it is County's responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

15.5 If requested by an authorized reseller on County's behalf, County agrees Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of County's order with that authorized reseller.

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

15.7 For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that County receives from Oracle in binary form and (iii) that is licensed under an open source license that gives County the right to receive the source code for that binary, County 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 County

with the binary, County 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.

15.8 This Master Agreement shall be governed by and construed according to the laws of the State of California. The parties acknowledge and agree that this Master Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Master Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. Notwithstanding the foregoing, the parties agree to submit to the jurisdiction of and venue in the U.S. federal courts in the State of California for any dispute where subject matter jurisdiction lies exclusively with federal courts or for claims for which Congress has abrogated sovereign immunity under the Eleventh Amendment of the U.S. Constitution. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party.

15.9 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439). Oracle has disclosed to the County using Attachment A – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Oracle's proposal to the County, or (2) 12 months before the date this Master Agreement was approved by the Board of Supervisors. Oracle acknowledges that under Government Code section 84308, Oracle is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Master Agreement. In the event of a further proposed amendment to this Master Agreement, the Oracle will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of the Oracle or by a parent, subsidiary or otherwise related business entity of Oracle.

15.10 Oracle certifies that neither it nor its principals or subcontractors is presently debarred, suspended, or proposed for debarment, by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Oracle further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

15.11 During the term of the Master Agreement, Oracle shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Oracle shall comply with Executive Orders 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

15.12 Oracle shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Master Agreement. The County may terminate this Master Agreement in accordance with the termination provision of this Agreement. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded. Oracle shall promptly report any confirmed attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Oracle regarding this Master Agreement. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

15.13 Oracle shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Oracle shall make a reasonable effort to prevent employees and Oracle from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Master Agreement. This provision shall not be construed to prohibit employment of persons with whom Oracle's officers, employees, or agents have family, business, or other

ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

15.14 IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Oracle certifies that at the time the Master Agreement is signed, the Oracle signing the Master Agreement is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. Contractors are cautioned that making a false certification may subject the Oracle to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

16. INSURANCE

A. Oracle maintains the following insurance at its expense or has the ability to pay applicable claims to cover Oracle's performance of Services:

- i. Workers' Compensation—as required by the statute of states where Services are performed;
- ii. Employer's Liability—\$1,000,000 per occurrence;
- iii. Commercial General Liability—\$5,000,000 per occurrence/aggregate bodily injury and \$5,000,000 per occurrence/aggregate tangible property damage; and
- iv. Automobile Liability—\$5,000,000 per occurrence, bodily injury and tangible property damage combined.
- v. Umbrella Liability—\$5,000,000 per occurrence/aggregate to provide excess limits for the Employer's Liability, Commercial General Liability, and Automobile Liability insurance.

B. Oracle may select a new insurance carrier or carriers or may obtain new or amended policies at any time. This provision is not intended to, and does not, increase or decrease Oracle's liability under the Limitation of Liability section of Your Agreement

C. Oracle maintains the following insurance at its expense or has the ability to pay applicable claims: professional liability/errors and omission insurance (including privacy and computer network security (also known as cyber) liability insurance) with US\$2,000,000 per claim/aggregate covering Oracle's errors and omissions while providing Services under Your Agreement. Upon Your request, Oracle shall provide documentation showing the errors and omissions insurance coverage.

D. Oracle and its insurance carrier agrees to waive the right of subrogation with respect to the following policies:

- i. Workers' Compensation
- ii. Employer's Liability
- iii. Commercial General Liability
- iv. Automobile Liability
- v. Umbrella Liability

E. Oracle agrees that the following insurance policies are primary and non-contributory to Your insurance:

- i. Commercial General Liability
- ii. Automobile Liability
- iii. Umbrella Liability



Public Sector

Schedule S - Services

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|---|
| <p>Oracle America, Inc. ("Oracle")</p> <p>500 Oracle Parkway</p> <p>Redwood Shores, CA 94065</p> |
|---|

| | |
|---------------------------------|------------------------------|
| Your Name: | San Bernardino County |
| General Terms Reference: | US-OMA-FEC-80566740 |

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

1. DEFINITIONS

1.1. "Services" refers to the consulting, customer success services (including education), or other professional services County order from Oracle under this Schedule S.

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

2. RIGHTS GRANTED

2.1 Upon payment, County has the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the Services and anything developed and delivered by Oracle in an order under this Schedule S ("Services" and "deliverables") for County's internal business operations.

2.2 County may allow County's agents and contractors to use the Services and deliverables for County's internal operations, and County are responsible for their compliance in such use.

2.3 The Services and deliverables may be related to County's right to use cloud or hosted/managed services or Products owned or distributed by Oracle which County acquired under a separate order. The agreement referenced in that order shall govern County's use of such services and Products, and nothing in this Schedule S 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 services order.

2.4 County retain all ownership and intellectual property rights to County's confidential and proprietary information that County provide to Oracle under this Schedule S.

3. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

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

3.2 FOR ANY BREACH OF THE WARRANTY, COUNTY'S EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER,COUNTY MAY END THE DEFICIENT SERVICES AND RECOVER THE FEES COUNTY PAID TO ORACLE FOR THE DEFICIENT SERVICES.

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

4. COMPLIANCE WITH LAWS

Oracle shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Oracle's delivery of Services under the Master Agreement and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the Services performed under the Master Agreement. Notwithstanding the foregoing sentence, to the extent You may provide Oracle access to health, payment card or other sensitive personal information that requires the application of specific regulatory, legal or industry data security obligations, You and Oracle agree to specify such security obligations in the applicable order for Services. Your data may be maintained in one of several Oracle data centers globally and/or accessed by Oracle's global resources as required to perform Services under the Master Agreement. You shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Your use and receipt of Services under the Master Agreement and impose obligations directly upon You with respect to the Services performed under the Master Agreement.

5. Background Checks for Contractor Personnel

You and Oracle agree that background checks, of United States based Oracle employees assigned to perform Services at Your

site in the United States under a Services order, will be conducted pursuant to the terms and conditions for such checks that are

set forth in such order.

6. County Representative

The Chief Information Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Master Agreement, including termination and assignment of this Master Agreement, and shall be the final authority for the County in all matters pertaining to the Services ordered by the County.. If this Master Agreement was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Master Agreement, unless otherwise delegated.

7. Drug and Alcohol Free Workplace

Oracle's written policies in the United States inform Oracle employees that (i) the manufacture, distribution, dispensing,

possession or use of a controlled substance in the workplace is prohibited by Oracle, and (ii) that reporting to work while under

the influence of alcohol or while illegally using drugs is prohibited by Oracle.

8. Subcontracting

At Oracle's discretion, Oracle may retain third parties ("subcontractors") to perform Services under the Master Agreement. Subject to the terms and conditions of, and to the same extent as Oracle is responsible for the performance of its resources under, the Master Agreement, Oracle shall be responsible for the performance of Services under the Master Agreement by any subcontractors engaged by Oracle to perform such Services.

9. AUDIT OF INVOICE(S)

Upon reasonable prior written request, Oracle will make available to You Oracle's documentation to support invoice(s) issued by Oracle pertaining to Services provided under an applicable order, provided that (i) You provide Oracle with the applicable invoice number(s) and date(s), and with the name and date of the applicable exhibit, order and/or Master Agreement; (ii) You request such review within six (6) months of the date of the applicable invoice(s) and (iii) Your request is based upon a good faith belief of significant errors in the invoice.



ATTACHMENT A Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Oracle America, Inc

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

N/A

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

| Company Name | Relationship |
|--------------|--------------|
| N/A | |
| | |

6. Name of agent(s) of Contractor:

| Company Name | Agent(s) | Date Agent Retained (if less than 12 months prior) |
|--------------|----------|---|
| N/A | | |
| | | |

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

| Company Name | Subcontractor(s): | Principal and/or Agent(s): |
|--------------|-------------------|----------------------------|
| N/A | | |
| | | |

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

| Company Name | Individual(s) Name |
|--------------|--------------------|
| | |

| | |
|-----|--|
| N/A | |
| | |

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No If no, please skip question 11.

Yes If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.