



Contract Number
14-800 A-3

SAP Number

Innovation and Technology

| | |
|---|----------------------|
| Department Contract Representative | Kimberly Lewis |
| Telephone Number | 909-388-0522 |
| Contractor | Oracle America, Inc. |
| Contractor Representative | Lisa Kinsmith |
| Telephone Number | 916-315-5770 |
| Contract Term | 10/1/2019 – 9/30/24 |
| Original Contract Amount | \$5,000,000 |
| Amendment Amount | \$0 |
| Total Contract Amount | \$5,000,000 |
| Cost Center | 1200404048 |

Briefly describe the general nature of the contract:

Amendment No. 3 to Master Service Agreement No. 14-800 with Oracle America, Inc. to add Oracle University Terms & Policies with no change to the total not-to-exceed amount of \$5,000,000 for the period of October 1, 2019, through September 30, 2024.

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Bonnie Uphold*
Bonnie Uphold, Deputy County Counsel

Date 11-9-2021

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____

ORACLE UNIVERSITY TERMS & POLICIES

Definitions: "You" and "your" refers to the individual or entity that has ordered from Oracle America Inc. ("Oracle") or an authorized distributor of the Oracle products and/or services specified in your order. The term "products" refers to the software programs, courseware, toolkits and other products owned or distributed by Oracle which you have ordered, including program documentation. The term "services" or "cloud services", as applicable, refers to the education services which you have ordered. A "named user" is an individual authorized by you to use the products which are installed on a single server or delivered to you via an on-line environment, regardless of whether the individual is actively using the product at any given time, and is not transferable. A "concurrent user" is each individual authorized by you to concurrently use the products which are installed on a single server or delivered to you via an on-line environment. An "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 Oracle program to which the applicable products relate. 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.

Applicability: These terms and policies (the "agreement") are subject to change, and those existing as of the date of your order and accepted by you are valid for and govern your order. If you are a government entity in the United States with a current agreement governing Oracle's provision of Oracle University products and services, and you do not want the terms of your current agreement to apply to your order, please contact OU Customer Service team using. Otherwise, the agreement you provide will be validated against existing contracts with Oracle. If valid, that agreement shall take precedence over this agreement to the extent there are any inconsistencies. If you are a US Federal Government entity in the United States, please click here for additional terms for your order.

***Learning Credits:** Learning Credits may be used to acquire education products and services offered in the Oracle University online catalogue posted at education.oracle.com. 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 acquire the relevant product or service. The list price will be reduced by applying the Learning Credits discount specified in your Learning Credits purchase. 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 Learning Credit discount 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 applicable export laws), you may not use them as a payment method for additional Learning Credits, and you 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. If you apply your Learning Credits for an order in a country other than the country of the Learning Credits purchase, your order may be subject to additional value-added or other similar taxes.

*Learning Credits purchased using a valid Oracle agreement co-terminate with the expiration date on the agreement used for purchase or after the term of 12 months, whichever is sooner. This may impact the term of your Learning Credits.

Learning Credit accounts will be suspended if payment is not received per the invoice terms of payment.

Fees, Taxes and Invoices: All fees payable to Oracle are due within 30 days from the invoice date, or as otherwise stated in your order. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the products and/or services you ordered, except for taxes based on Oracle's income. Also, you will reimburse Oracle for reasonable expenses related to providing the services. Fees for services listed in your order, located on our web site at <http://www.oracle.com/education/> (<http://www.oracle.com/education/>) or quoted via the phone, are exclusive of taxes and expenses.

You will be charged using the current pricing in effect at the time of your confirmed order placement. Pricing is only guaranteed if you have a written quote from Oracle. For orders placed against a quote from Oracle, you must accept the quote and provide a valid commitment to pay within the quote validity period.

You will be charged or invoiced when Oracle University products are distributed electronically or otherwise made available to you for download as noted herein. Once you place an order, the payment obligation is non-cancelable and the sum paid is nonrefundable (except as otherwise specified herein).

Rights Granted: Upon Oracle's acceptance of your order, you have the non-exclusive, non-assignable, royalty-free, perpetual (unless otherwise specified) limited right to use the products you ordered solely for your internal business operations, and subject to the terms of this agreement, including the definitions and rules set forth in your order and any applicable program documentation. Any materials that Oracle provides to you may be used solely by the students to whom the materials were assigned.

Upon payment for services, you have the non-exclusive, non-assignable, royalty-free, perpetual, limited right to use for your internal business operations anything developed by Oracle and delivered to you under your order; however, certain deliverables may be subject to additional license terms provided in the order.


Ownership and Restrictions: Oracle retains all ownership and intellectual property rights to the products and anything developed by Oracle and delivered to you under your order resulting from the 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 this agreement.

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You may not:

English  (/OUcontactUs)

- * remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- * make the products 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 products (the foregoing prohibition includes but is not limited to review of data structures of similar materials produced by the products);
- * disclose results of any program benchmark tests without Oracle's prior written consent; or
- * disclose any product information or any materials that Oracle provides to you for a period of three years from the date of disclosure.

Warranty: THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS". TO THE EXTENT NOT PROHIBITED BY LAW, ORACLE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party. We each agree 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 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 this agreement. Nothing shall prevent either party from disclosing the terms or pricing in this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information to a governmental entity as required by law.

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 YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE ORDER GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEE YOU PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICE OFFERING GIVING RISE TO THE LIABILITY.

Termination: If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. If Oracle terminates this agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for products ordered and/or services received under this agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use those products or services ordered.

If you have used a contract with Oracle or an affiliate of Oracle to pay for the fees due under an order and you are in default under that contract, you may not use the products and/or services that are subject to such contract. Provisions that survive termination or expiration are those relating to limitation of liability, payment, and other which by their nature are intended to survive.

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

Segmentation: The purchase of any products or services are all separate offers and separate from any other offer for any other products or services you receive or have received from Oracle. You understand that you may purchase any products or services independently of any other products or services. Your obligation to pay for (a) any products is not contingent on performance of any other services or delivery of any other products or (b) other services is not contingent on delivery of any products or performance of any other services. You acknowledge that you have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

Relationship Between Parties: 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. If while performing services Oracle requires access to other vendor's products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.

Force Majeure: Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a

force majeure event. If such event continues for more than 90 days, either party may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided by Oracle University. (You contactUs)

Privacy: You agree that Oracle University may collect and process your personal information in connection with your registration for, and Oracle's provision of, certain products and services. You also agree that Oracle University may collect and process the personal information you have entered into the command prompt when using the services, for security and fraud prevention purposes. With respect to such personal information, Oracle University will abide by the Oracle Privacy Policy, a current version of which is set forth at <http://www.oracle.com/html/privacy.html> (<http://www.oracle.com/html/privacy.html>). The Oracle Privacy Policy is subject to change at Oracle's discretion; however, Oracle changes to the Oracle Privacy Policy will not materially reduce the level of protection provided to such personal information under this agreement. If you are registering for certain Oracle University products and services on behalf of your users, You agree to provide all relevant notices to and obtain any consents from those users required to share the information with Oracle University and such notices and consents must sufficiently inform your users of the aforementioned purposes for which personal information is collected.

Further, Oracle may provide information to your employer (as identified by you and/or as evidenced by your use of your employer's email domain), regarding your Oracle University class registration and attendance history, your Oracle Certification Program exam performance and/or Oracle Certification Designation status (including information regarding any revocation by Oracle of your Certification Designation), and your Learning Subscription history. You agree that Oracle University may engage Oracle affiliates and third party subcontractors to assist in delivering the products and services.

Other: You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the products and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such products and/or services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. It is expressly agreed that the terms of this agreement and any Oracle ordering document shall supersede the terms in any purchase order or other non-Oracle ordering document and no terms included in any such purchase order or other non-Oracle ordering document shall apply to the products and/or services ordered. This agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of you and of Oracle. Any notice required under this agreement shall be provided to the other party in writing.

You may not assign this agreement or give or transfer the products and/or any services or an interest in them to another individual or entity. If you grant a security interest in the products and/or any services deliverables, the secured party has no right to use or transfer the products and/or any services deliverables, and if you decide to finance your acquisition of the products and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts> (<http://oracle.com/contracts>).

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

Oracle may audit your use of the products and services (e.g., through the use of software tools) to assess whether your use of the products and services is in accordance with this agreement and your order. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the products or services in excess of your license rights. If you do not pay, Oracle can end your use of the products and services and/or this agreement and your order. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

This agreement is governed by the substantive and procedural laws of the State of California in the United States of America and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco and Santa Clara Counties in California in the United States of America any dispute arising out of or relating to this agreement.

Oracle Testing Center (OTC) Exam

| If you... | Oracle will assess... |
|---|--|
| cancel or reschedule your exam registration 7 or more calendar days prior to the scheduled exam date | no charge |
| reschedule your exam registration 1 to 6 calendar days before the scheduled exam date | no charge |
| cancel your exam registration 1- 6 calendar days prior to the scheduled exam date; cancel on the day of the exam; or do not show up for your exam | 100% of the exam fee or will invalidate your OCP voucher if your payment method is OCP Voucher |

** Student Kit Materials are only provided on a "read-only" (non-downloadable) basis to the extent they are offered as part of a Cloud Learning Subscription. Reproduction or distribution to a third party of Student Kit Materials is strictly prohibited.*

** Oracle University Student Kit Materials are not available or authorized for purchase from any third party.*

ADDITIONAL TERMS APPLICABLE TO OTHER ORACLE UNIVERSITY PRODUCTS AND SERVICES:

Cloud Learning Subscription (CLS): includes one or more of the following items as listed in the applicable order and defined in more detail below.

During the term of your CLS subscription, you will receive the following notifications from Oracle University:

New Content Notification : Updates on newly-available content, including a listing of all new videos posted to the CLS service. This will be a single email to all CLS users on a monthly basis.

Live Events Notification A bi-weekly email to all OLS users with a schedule of live online classes launched for the CLS service. **Certain live online content may be included in your subscription (depending on the subscription purchased).**

Skills/Points Notification A monthly, personalized email to each CLS user showing his or her skills achieved and points obtained to date.

System Notifications To communicate any downtime and/or system outages on a proactive basis.

Cloud Learning Subscription: is defined as a collection of web based learning materials, including video content and services focused on cloud implementation for cloud users and/or end users, may be purchased in an unlimited format. Content will be presented by various individuals, including Oracle architects, support engineers, consultants, instructors and other instructors. Unlimited Cloud Learning Subscriptions are available at <http://education.oracle.com/cloud> (<http://education.oracle.com/cloud>). Unlimited Cloud Learning Subscriptions are made available on a hosted named user basis, for a one year Services Period. Unauthorized individuals may not view Unlimited Cloud Learning Subscriptions content at any time. You are responsible for meeting the minimum system requirements to order the Unlimited Cloud Learning Subscriptions offerings. Unlimited Cloud Learning Subscriptions orders are non-cancelable and non-refundable. In the event that any Oracle programs are made available for download as part of the service, then use of such programs is subject to the terms of this agreement.

Event Learning Subscription (ELS): is defined as a collection of web based learning materials, including video content and services focused on Oracle product implementation and use for users and is strictly available for purchase by Oracle authorized digital distribution partners. Content will be presented by various individuals, including Oracle architects, support engineers, consultants, instructors and other instructors. ELS is available at education.oracle.com ELS is made available on a hosted named user basis, for a 90 day Services Period. Unauthorized individuals may not view ELS content at any time. You are responsible for meeting the minimum system requirements to order the ELS offerings. ELS orders are non-cancelable and non-refundable. In the event that any Oracle programs are made available for download as part of the service, then use of such programs is subject to the terms of this agreement. Content will be presented by various individuals, including Oracle architects, support engineers, consultants, instructors and other instructors.

Student Learning Subscription (SLS): is a collection of web based learning materials, including video content and services focused on Oracle's Workforce Development Program (WDP) community and includes content via Training on Demand (TOD) titles. Content will be presented by various individuals, including Oracle architects, support engineers, consultants, instructors and other instructors. Student Learning Subscription is available at <http://education.oracle.com/wdp> (<http://education.oracle.com/wdp>). Student Learning Subscription is only available for sale to WDP partners with active agreements for distribution to WDP students. Student Learning Subscription is made available on a hosted named user basis for a six month Services Period; therefore, unauthorized individuals may not view Student Learning Subscription content at any time. You are responsible for meeting the minimum system requirements to order the Student Learning Subscription offerings. Student Learning Subscription orders are non-cancelable and non-refundable. In the event that any Oracle programs are made available for download as part of the service, then use of such programs is subject to the terms of this agreement.

Additional Learning Subscription Ordering Terms. The following terms and conditions apply to any orders for Oracle University Learning Subscriptions:

EDU Data Center Region. Except as otherwise stated in your order, the data center region for your Services is North America.

Suspension of Service. Oracle may suspend your or your users' access to, or use of, the Services if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data or applications in the Services; (b) you or your users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the OU Hosting Access Policy. When reasonably practicable and lawfully permitted, Oracle will provide you with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. Any suspension under this section shall not excuse you from your obligation to make payments under this agreement.

Services Period. The Services Period for the Services commences on the date stated in your order. If no date is specified, then the Services start date for each Service will be the date that you are issued access that enables you to activate your Services.

Service Specifications. Learning Subscriptions are made available to you for use during the Services Period and are subject to the terms of your order, this agreement, the applicable Service Descriptions listed <http://www.oracle.com/contracts> (<http://www.oracle.com/contracts>) and Oracle University's Online Hosting Access Policies, which are located at <https://www.education.oracle.com/hosting-policy> (<https://www.education.oracle.com/hosting-policy>) and may be updated by Oracle from time to time without notice to you.

All Learning Subscriptions are subject to the following Reasonable Use and Security terms:

Reasonable Use: Lab access is available for six (6) consecutive days (from Monday – Saturday). A single named user may only access one (1) lab environment at a given time. Oracle reserves the right to restrict your access in the event that your concurrent use exceeds reasonable limits and degrades the service offering. You may access your subscription by contacting your Oracle University Sales Representative.

You acknowledge that Oracle's ability to provide your subscription access depends upon your fulfillment of the following obligations:

Provide voice-over-IP (VOIP) capability, if required.

Maintain the properly configured hardware/operating system platform to support the services.

Obtain licenses under separate contract for any necessary Oracle programs before the commencement of services

Maintain annual technical support for the Oracle programs under separate contract throughout the term of the services.

Identify all named users at the time that the subscription is activated, as applicable.

Security:

Subscriptions are exclusively for specific named users and employees employed by you; and others may not view such content.

A Subscription offering must be viewed from the country from which it was activated.

Unauthorized recording, copying, or transmission of such content is strictly prohibited.

Oracle may update, remove or modify certain CLS materials from time to time at its discretion.

Oracle University Knowledge Center (OUKC) Service: is a web-based learning environment hosted by Oracle that provides on demand access to either an individual Oracle University training course ("Online Course") or to all (or limited content subsets) of the Oracle University training courses available on the Knowledge Center website ("Passport"). This offering currently has limited availability.

Oracle University Fixed Fee Products: Oracle may make available to you, as part of your order, Fixed Fee Products (comprised of UAS Toolkit and/or UAS Courseware materials). Oracle retains all right, title and interest in and to such materials, except the rights expressly granted herein. Fixed Fee Products are licensed, not sold, and orders are non-cancelable and non-refundable. Fixed Fee Products are licensed for the version available at time of delivery; any updates to the licensed materials are subject to additional fees to be quoted in accordance with the level of effort assessed for the updates. Fixed Fee Products are considered Oracle confidential information.

UAS Toolkit is a customizable courseware product. Additional fees apply if Oracle customizes the content on your behalf.

UAS Courseware is a non-customized courseware product that is used for end user enablement and is delivered to students "as is" without additional modification.

Except in the case of materials made available by Oracle via an on-line environment, you are responsible for installation and operation of Fixed Fee Products. Fixed Fee Products may be accessed and used solely in accordance with any maximum use restriction set forth in your applicable order (e.g., number of copies, number of users, individual user). Subject to the maximum use restrictions set forth in your order, Fixed Fee Products may be accessed and used by your third party contractors and consultants solely for your internal business operations, provided that you remain responsible for the compliance by such parties of the terms specified herein.

As stated in the Fees, Taxes and Expenses section, you will be charged or invoiced when Fixed Fee Products are shipped, distributed electronically, or otherwise made available to you for download.

All tangible content provided, inputted or uploaded to the Fixed Fee Products by you or on your behalf shall remain your sole property, except to the extent such content incorporates Oracle materials.

You may modify and combine Fixed Fee Products, subject to the restrictions set forth in your order and for your internal use only; provided, however, that you hereby assign to Oracle all right, title and interest in and to any derivative works of Oracle materials created by you.

UAS Framework Services limited-scale engagements delivered in connection with Oracle University Fixed Price Products. A UAS Framework project may be comprised of any combination of the person day types specified below, not to exceed 30 person days for any type. A "person day" is defined as one person working for up to 8 hours per day.

| Service Name | Description |
|---------------------------------|---|
| Business Transformation | Analyze your current business transformation strategy, communication plan, measurement strategy, training strategy, support and reinforcement strategy for up to one (1) line of business within your organization. |
| Training Needs Analysis | Analyze your end user training requirements, consisting of data gathering through interviews with subject matter experts, key users and end users, to derive the scope, approach and methodology for the design, development and delivery of a train-the-trainer or an end-user training curriculum. |
| Change Communications | Assist with the planning and preparation of a communication plan with the preparation of change communication campaigns, including deliverables such as email messages, presentations, newsletters, and media based video. |
| Billable Project Management | Project management services to manage the day-to-day activities of the user training project, including agreed upon project planning, resource planning, first line communication with your project team and weekly status reporting. |
| Curriculum Development | Assist with the planning and preparation of a train-the-trainer or an end-user training curriculum and related training materials for the target Oracle application(s) based upon Oracle's pre-existing custom courseware or toolkits proprietary training materials that addresses the specifications for use in providing the training services for your end-users. Training shall be tailored to focus on your business roles and your business processes. |
| Advanced Curriculum Development | Assist with the planning and preparation of a train-the-trainer or an end-user training curriculum and related training materials for the target Oracle application(s). The training curriculum and training materials will be developed with focus on your business roles and your business processes. |
| Standard Training Delivery | Prepare and deliver custom training curriculum for the target Oracle application(s) to up to sixteen (16) of your trainers or key users through train-the-trainer events, or up to sixteen (16) of your end users through end user training events. This service may only be purchased together with Standard Curriculum Development and not as a standalone service. |

Advanced Training Delivery (/)

Prepare and deliver the custom training curriculum for the target Oracle application(s) to up to sixteen (16) of your trainers or key users through train-the-trainer events, or up to sixteen (16) of your end users through end user training events.

Prepare and deliver on-site assistance following the completion of the training services to assist users with incorporating the knowledge and skills which they have acquired during training into their daily routines.

Provide assistance to prepare context sensitive Online Help support materials for the target Oracle application(s).

This service may only be purchased together with Advanced Curriculum Development and not as a standalone service.

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

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

- *Maintain the properly configured hardware/operating system platform to support the services.
- *Obtain licenses for UAS Toolkit or, under separate contract, for any necessary software (e.g. MS Office, Captivate, etc.) and hardware programs before the commencement of services.
- *Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the services.
- *Provide and maintain a training database and training data during curriculum development and training delivery.
- *Remain responsible for any reproduction of UAS Toolkit materials.
- *Remain responsible for post-training first-level support (help desk, operations, etc.), except as otherwise agreed by the parties in writing.
- *Integrate media based training, simulations, or visuals into your learning management. If you would like Oracle to provide you with services related to your integration of the media based training specified in your order, such services may be provided separately by Oracle pursuant to a separate order. You shall provide Oracle with an authorized copy of the learning management system software you currently use for Oracle's use in testing and validating the functionality of the computer-based simulations or training courseware.
- *Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of services.
- *Provide, for all Oracle resources performing services at your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.
- *Provide any notices, and obtain any consents, required for Oracle to perform services.
- *Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform services.
- *As required by U.S. Department of Labor regulations (20 CFR 655.734), allow Oracle to post a Notice regarding Oracle H1-B employee(s) at the work site prior to the employee's arrival on site.
- *Provide and maintain the development, test, production, and training environments, including servers, Operating System ("OS") and Relational Database Management System ("RDBMS") that are required for the services. You will provide the required computer server equipment and administrative support for housing the target application(s) server and the database server in accordance with Oracle specifications (the "training environment"). These servers will be accessible to Oracle over a network provided and administered by you. You will also provide each project team member with a workstation running Windows NT 4.0 or later and connected as part of the training environment.
- *Provide and maintain an accessible working training environment for development & delivery.
- *Provide a resource for use of your legacy systems and business process as they relate to the target application(s).
- *Designate personnel with subject matter expertise in the subject matter area to be available in a timely manner for interviews when needed as specified by the project lead.
- *Provide Oracle with your basic end-user and technical specifications, including end-user availability, to enable Oracle to plan the training curriculum and schedule.
- *Set-up classroom with sufficient space and technology for all training delivery events. Training facilities for delivery of the services shall include the appropriately configured hardware and workstations, and shall be equipped with audio-visual equipment, including computer projection equipment and standard classroom training materials. Inadequate facilities or equipment may affect the duration and costs associated with the project.
- *Provide students with copies of the training materials.
- *Provide ongoing systems administration support, as required, during the term of the project.* Oracle reserves the right to use contractors for portions of the

work.

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UAS Framework Services: Other Terms.

You will receive an email from Oracle notifying you that UAS Toolkit files are available for download from an FTP site or Workspace, if applicable to the services ordered by you. Instructions for download will be provided in the email. You should notify Oracle immediately if you have any difficulties with the download. You should consider the email the same as shipping date for billing purposes.

Upon delivery of the UAS Framework Services, you shall provide Oracle with a signed Milestone Acceptance Form. In the event that you fail to provide such signed Milestone Acceptance Form within three (3) days, such services shall be deemed to have been received by you. For the avoidance of any doubt, fees for UAS Framework Services are based upon the delivery of person-days and not any particular deliverables.

Oracle will provide a digital copy of the deliverables created during the development cycle.

All content is designed, developed, delivered, and presented in English, or such other languages the parties may agree upon in writing.

Any scope changes or non-availability of your resources or environments may result in changes to the project plan and project timelines.

ADDITIONAL TERMS APPLICABLE TO THE ORACLE CERTIFICATION PROGRAM (OCP):

Oracle Certification Practice Exams: Oracle has made a limited number of practice exams available to help candidates prepare for the associated exams. After purchasing a practice exam, you will receive an activation key code via email that will provide instructions for setting up your account and using the activation key code, as well as support information. Upon purchase, candidates receive 30-day or 6-month access to one of the available practice exams on a named user basis (depending upon which access period is purchased). Such named user licenses are not transferable. These practice exams are for practice only and DO NOT result in any certification.

Oracle Certification Exam Vouchers: Oracle Certification Program Exam Vouchers are purchased in advance as future payment for a specific Oracle Certification exam registration. At the time of exam registration, the OCP Exam Voucher value is applied to the exam fee as payment to Oracle's authorized testing vendor.

OCP Exam Vouchers: (i) may be used by one person, one time, for one exam discount/fee and only in the country of Oracle Certification Exam Voucher purchase; (ii) are not valid after the expiration date; (iii) become void if altered or revised in any way; (iv) may not be canceled or redeemed for cash, credit or refund; and (v) may be used only by the purchaser, except as permitted by a valid Oracle reseller agreement. Neither Oracle's authorized testing vendors nor Oracle's partners are responsible for lost or stolen vouchers. Exam registrations paid for with an OCP Exam Voucher must be completed before the voucher expiration date. Expired Oracle Certification Exam Vouchers have no value and will not be extended.

Oracle University and Oracle University authorized resellers may sell OCP Exam Vouchers. Oracle and Pearson VUE, its test delivery partner, do not guarantee the authenticity of vouchers that are obtained from any individuals or entities other than Oracle or Oracle authorized resellers. Individuals who acquire and use counterfeit vouchers and/or certification vouchers obtained from an unauthorized source may be subject to program sanctions at the discretion of Oracle, including a lifetime ban on taking all future exams and the nullification of all previous exam results and certifications. Oracle will not compensate candidates for counterfeit vouchers or vouchers obtained from an unauthorized source.

OU Certification Retake Exam Voucher: A Retake Exam Voucher can be redeemed for the first attempt at a certification exam. If the candidate does not pass on the first attempt, this voucher can also be used for one retake of the same exam. The voucher can only be used for one retake of the same exam and only if the candidate did not pass the first attempt. Candidates may not retake a passed exam. When taking the exam, the candidate must acknowledge and accept the privacy statement that appears prior to the exam. Otherwise, the exam will be forfeited and Oracle will not provide a replacement voucher to the candidate. A Retake Exam Voucher is valid until the stated expiration date only and cannot be extended. Both exam attempts must be completed prior to the stated expiration date. The Voucher may only be used by a single person on one attempt plus a retake of the same exam in the event the first attempt was not successful. A Retake Exam Voucher is non-refundable and cannot be canceled or redeemed for cash or credit. PearsonVue, Authorized PearsonVue Testing Centers, Oracle and its partners are not responsible for a Retake Exam Voucher that is lost or stolen. The Retake Exam Voucher is void if altered or revised in any way and may only be used by the purchaser (except as permitted by a valid Oracle reseller agreement).

Oracle Certified Master (OCM) Exam: The OCM exam is a rigorous exam intended for experienced and qualified candidates only. Candidates agree to thoroughly review the exam qualifications and requirements posted on the Certification website before attempting to complete an OCM level exam.

Classroom Environment: The exam is conducted in a dedicated Oracle University classroom environment and administered to ensure fairness and security. An Oracle proctor facilitates the event by delivering skillsets and adhering to specific skillset time frames.

Remote Proctoring Environment: The exam can be taken from the candidate's home or office or any secure location that meets the conditions specified. Please refer to the ProctorU site for the location specifications.

All skillsets/modules have time limitations that require participants to employ best practices in order to successfully complete assigned tasks. Each skillset/module explicitly describes the required end state that participants must achieve.

Candidates are not allowed to use personal documentation or notes during the OCM exam, nor will they be permitted to collaborate or talk with other people. Cell phones, pagers, PDAs, and similar electronics, paper, note books, text books, printed material will not be allowed in the OCM classroom or the location used for the remote proctored environment. Candidates must agree to the same guidelines that apply to all Oracle Certification candidates. These guidelines can be found in the Oracle Certification Program Candidate Agreement. Divulging OCM exam content is a violation of Oracle's Fraudulent Activity Policy and may result in the revocation of an individual's OCP and OCM credentials.

Oracle Certification Program Fraudulent Activity Policy: Oracle reserves the right to take action against any candidate involved in fraudulent activities, including, but not limited to, fraudulent use of vouchers, promotional codes, reselling exam discounts and vouchers, cheating on an exam, alteration of score reports, alteration of completion certificates, violation of exam retake policies or other activities deemed fraudulent by Oracle.

Oracle considers any contributions to, use of, or sharing of materials pertaining to Oracle certification exams (or "brain dumps") to be a violation of this Fraudulent Activity Policy. Candidates can check if the materials they are purchasing are prohibited brain dumps by visiting CertGuard's Brain Dump ID System at <http://www.certguard.com/search.asp>. It is the responsibility of the candidate to ensure that all materials they purchase or use to prepare for exams are not violations of this Fraudulent Activity Policy.

If Oracle determines, in its sole discretion, that fraudulent activity has taken place, it reserves the right to take action up to and including, but not limited to, decertification of a candidate's credentials, temporary, indefinite or permanent ban of a candidate from Oracle certification programs, notification to a candidate's employer, and notification to law enforcement agencies. Candidates found committing fraudulent activities forfeit all fees previously paid to Oracle, or to Oracle's authorized vendors, and may be required to pay additional fees for services rendered.

If you would like to report fraud, you can send a detailed email to ocpfraud_ww@oracle.com (mailto:ocpfraud_ww@oracle.com)

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