SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
CFO-18-0018	1	32

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
NNG15SC16B		31310018F0031	31310018Q0032	02/14/2018

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	BANU GOLDFEIZ		

9. ISSUED BY — CODE NRCHQ

US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP TWFN-8E06M
WASHINGTON DC 20555-0001

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 541519
SIZE STANDARD: $27.5

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE	12. DISCOUNT TERMS	☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION ☐RFQ ☐IFB ☐RFP
	30		

15. DELIVER TO — CODE NRCHQ

NUCLEAR REGULATORY COMMISSION
NUCLEAR REGULATORY COMMISSION
WASHINGTON DC 20555-0001

16. ADMINISTERED BY — CODE NRCHQ

US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP TWFN-8E06M
WASHINGTON DC 20555-0001

17a. CONTRACTOR/ OFFEROR — CODE 098692374 — FACILITY CODE

IMMIXTECHNOLOGY INC
ATTN ALICIA DANNY
8444 WESTPARK DR STE 200
MC LEAN VA 22102

TELEPHONE NO. 7037520610

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE NRCPAYMENTS

US NUCLEAR REGULATORY COMMISSION
TWO WHITE FLINT NORTH
11545 ROCKVILLE PIKE
MAILSTOP T9-B07
ROCKVILLE MD 20852-2738

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Accounting Info: 2018-X0200-FEEBASED-7N-7ND001-7NB102-6021-51-G-156 -252A-51-G-156-6021 Period of Performance: 03/01/2018 to 02/28/2019				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)* [redacted]

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☒ 29. AWARD OF CONTRACT: REF. QUO-863122-X1G6B0 OFFER DATED 02/20/2018. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)* [redacted]

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER	31c. DATE SIGNED
		HERIBERTO COLON	02/23/2018

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Refer to ADDENDUM starting after page 19 for ORACLE License terms and conditions (13 Pages)

NRCB10 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: **Oracle Enterprise Performance Management (EPM) Cloud Licenses.**

(b) Background:

The U.S. Nuclear Regulatory Commission (NRC) operates and maintains Oracle EPM Hyperion Public Sector Planning system, internally called the Budget Formulation System (BFS) which is hosted at the NRC data center. BFS is used for agency's planning and forecasting business processes that include the agency's budget formulation process, salaries and benefits forecasting, workforce planning, acquisition spending plans and commitment planning. As part of Oracle's EPM product strategy, Oracle has shifted EPM hosting and licensing of the product suite from customer based hosted environment (known as 'on-premise' or 'on-prem') to an Oracle internally cloud based Software as a Service (SaaS) solution. Oracle's 'cloud first' strategy is to provide an increased level of service and support for software enhancements, defect resolution and security patches. Oracle has communicated to customers that 'on-prem' annual license and support will be phased out and replaced by Oracle EPM Cloud SaaS subscription by 2025. Oracle EPM Cloud is FedRAMP 'ready' with FedRAMP certified by February 2018.

(c) Objective:

The objective of this acquisition is for the U.S. Nuclear Regulatory Commission (NRC) to procure Oracle annual SaaS license subscription service for 660 user licenses of the Oracle EPM Cloud with the option of two additional years of subscription service

(d) Description:

BASE PERIOD – March 1, 2018-February 28, 2019

Item	Part number	Part Number Description	Quantity	Unit Price	Total
CLIN 00001	B73946	Planning and Budgeting Cloud Service -Hosted Named User	600	[redacted]	[redacted]
CLIN 00002	B86759	Financial Statement Planning - Hosted Named User	50	[redacted]	[redacted]
CLIN 00003	B86152	Oracle Profitability and Cost Management Cloud Service - Hosted Named User	10	[redacted]	[redacted]

CLIN 00004	B82309	Enterprise Performance Management for United States Government Cloud Service	1	[redacted]	[redacted]
				Base Period Total	[redacted]

OPTION PERIOD 1 – March 1, 2019 – February 28, 2020

Item	Part number	Part Number Description	Quantity	Unit Price	Total
CLIN 10001	B73946	Planning and Budgeting Cloud Service -Hosted Named User	600	[redacted]	[redacted]
CLIN 10002	B86759	Financial Statement Planning - Hosted Named User	50	[redacted]	[redacted]
CLIN 10003	B86152	Oracle Profitability and Cost Management Cloud Service - Hosted Named User	10	[redacted]	[redacted]
CLIN 10004	B82309	Enterprise Performance Management for United States Government Cloud Service	1	$[redacted]	[redacted]
				Option Period 1 Total	$[redacted]

OPTION PERIOD 2 – March 1, 2019 – February 29, 2021

Item	Part number	Part Number Description	Quantity	Unit Price	Total
CLIN 20001	B73946	Planning and Budgeting Cloud Service -Hosted Named User	600	[redacted]	[redacted]
CLIN 20002	B86759	Financial Statement Planning - Hosted Named User	50	[redacted]	[redacted]
CLIN 20003	B86152	Oracle Profitability and Cost Management Cloud Service - Hosted Named User	10	[redacted]	$1[redacted]
CLIN 20004	B82309	Enterprise Performance Management for United States Government Cloud Service	1	$[redacted]	[redacted]
				Option Period 2 Total	[redacted]

(e) Limited Source Justification:

As part of Oracle's EPM product strategy, Oracle has shifted EPM hosting and licensing of the product suite from customer based hosted environment (known as 'on-premise' or 'on-prem') to an Oracle internally cloud based Software as a Service (SaaS) solution. Oracle's 'cloud first' strategy is to provide an increased level of service and support for software enhancements, defect resolution and security patches.

PERIOD OF PERFORMANCE

The period of performance is:

Base Period: March 1, 2018 - February 28, 2019
Option Period 1: March 1, 2019 – February 28, 2020
Option Period 2: March 1, 2020 - February 28, 2021

(End of Clause)

PLACE OF DELIVERY

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor to:

U.S. Nuclear Regulatory Commission

Contracting Officer's Representative (COR):
Name: Jeffrey Sheldon
Email: Jeffrey.Sheldon@nrc.gov
Phone: 301-415-5743

Contracting Officer (CO):
Name: Heriberto Colon
Email: Heriberto.Colon@nrc.gov
Phone: 301-415-5394

(End of Clause)

CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE

The total amount of the Firm-Fixed-Price portion of this contract is $3[redacted] and this amount is fully-funded.

(End of Clause)

FAR Clauses Incorporated By Reference

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2016)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (JUL 2016)

52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

52.232-1 PAYMENTS. (APR 1984)

NRCAR Clauses Incorporated By Reference

2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)

2052.215-73 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (OCT 1999)

FAR Clauses Incorporated By Full Text

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[ ] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[ ] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

[ ] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

[ ] (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

[ ] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

[ ] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

[ ] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

[ ] (10) (Reserved)

[ ] (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

[ ] (ii) Alternate I (NOV 2011) of 52.219-3.

[X] (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[ ] (ii) Alternate I (JAN 2011) of 52.219-4.

[ ] (13) (Reserved)

[ ] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

[ ] (ii) Alternate I (NOV 2011).

[ ] (iii) Alternate II (NOV 2011).

[ ] (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[ ] (ii) Alternate I (OCT 1995) of 52.219-7.

[ ] (iii) Alternate II (MAR 2004) of 52.219-7.

[ ] (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

[ ] (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

[ ] (ii) Alternate I (NOV 2016) of 52.219-9.

[ ] (iii) Alternate II (NOV 2016) of 52.219-9.

[ ] (iv) Alternate III (NOV 2016) of 52.219-9.

[ ] (v) Alternate IV (NOV 2016) of 52.219-9.

[ ] (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

[ ] (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

[ ] (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[ ] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[ ] (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

[ ] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

[ ] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

[ ] (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X] (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

[ ] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[ ] (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

[ ] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[ ] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[ ] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[ ] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[ ] (35) (Removed)

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

[ ] (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

[ ] (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ](38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[ ](39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[ ] (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[ ] (ii) Alternate I (OCT 2015) of 52.223-13.

[ ] (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

[ ] (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[ ] (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

[ ](ii) Alternate I (JUN 2014) of 52.223-16.

[X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[ ] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[ ] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[ ] (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[ ] (ii) Alternate I (JAN 2017) of 52.224-3.

[X] (48) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

[ ] (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

[ ] (ii) Alternate I (MAY 2014) of 52.225-3.

[ ] (iii) Alternate II (MAY 2014) of 52.225-3.

[ ] (iv) Alternate III (MAY 2014) of 52.225-3.

[ ] (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[ ] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[ ] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[ ] (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[ ] (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[ ] (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

[ ] (58) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[ ] (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[ ] (60) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

[ ] (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[ ] (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[ ] (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[ ] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[ ] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[ ] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

[ ] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[ ] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[ ] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

[ ] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[ ] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[ ] (11) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xii) [ ] (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) (Removed)

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-6 OPTION FOR INCREASED QUANTITY. (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor at anytime prior to expiration of contract. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at anytime prior to expiration of contract.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/?q=browsefar
https://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html

(End of Clause)

NRCAR Clauses Incorporated by Full Text

2052.215-71 PROJECT OFFICER AUTHORITY (OCT 1999) - ALTERNATE I (OCT 1999)

(a) The contracting officer's authorized representative (COR) for this contract is:

Contracting Officer’s Representative (COR):
Name: Jeffrey Sheldon
Email: Jeffrey.Sheldon@nrc.gov

Phone: [redacted]

(b) The COR shall:
(1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
(2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
(3) Inspect and accept products/services provided under the contract.
(4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(c) The COR may not make changes to the express terms and conditions of this contract.

(End of Clause)

NRC Local Clauses Incorporated by Full Text

NRCD10 PACKAGING AND MARKING

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: N/A.

(End of Clause)

NRCD020 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.
Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Chief Information Officer, under Contract/order number NNG15SC16B/31310018F0031.

(End of Clause)

NRCG030 ELECTRONIC PAYMENT (DEC 2017)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds Transfer-System for Award Management."

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted through the Invoice Processing Platform (IPP) (https://www.ipp.gov/). Back up documentation shall be included as required by the NRC's Billing Instructions.

(End of Clause)

NRCG020 REGISTRATION IN FEDCONNECT® (JULY 2014)

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use FedConnect® at https://www.fedconnect.net/FedConnect. The individual registering in FedConnect® must have authority to bind the vendor/contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at https://www.fedconnect.net/FedConnect.

(End of Clause)

NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

(End of Clause)

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (JULY 2017)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and the Invoice Processing Platform (IPP) system and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM and/or IPP data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Electronic Invoice/Voucher Submissions: Invoices/vouchers shall be submitted electronically to the U.S. Nuclear Regulatory Commission (NRC) is through the Invoice Processing Platform (IPP) at www.ipp.gov.

Purchase of Capital Property: *($50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of $50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 11.1, NRC Acquisition of Supplies and Services.

Agency Payment Office: Payment will be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

Supporting Documentation: Any supporting documentation required to substantiate the amount billed shall be included as an attachment to the invoice created in IPP. If the necessary supporting documentation is not included, the invoice will be rejected.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (JAN 2015).

Does my company need to register in IPP?

If your company is currently registered in IPP and doing business with other Federal Agencies in IPP, you will not be required to re-register.

If your company is not currently registered in IPP, please note the following:

- You will be receiving an invitation to register for IPP from IPP Customer Support, STLS.IPPHELPDESK@stls.frb.org.
- IPP Customer Support will send you two emails: the first email will contain the initial administrative IPP User ID and the second email, sent within 24 hours of receipt of the first email, will contain a temporary password.
- Please add the Customer Support email address (STLS.IPPHELPDESK@stls.frb.org) to your address book so you do not disregard these emails or mistake them for spam.
- During registration, one initial administrative user account will be created for your company and this user will be responsible for setting up all other user accounts including other administrators.
- Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided by Treasury and accepts the rules of behavior.

What type of is training provided?

Vendor training materials, including a first time login tutorial, user guides, a quick reference guide, and frequently asked questions are available on Treasury's IPP website. **Individuals within your company responsible for submitting invoices should review these materials before work begins on the contract.**

How do I receive assistance with IPP?

Treasury's IPP Customer Support team provides vendor assistance related to the IPP application, and is also available to assist IPP users and to answer any questions related to accessing IPP or completing the registration process. IPP application support is also available via phone at (866) 973-3131, Monday through Friday from 8:00 am to 6:00 pm ET, and via email at IPPCustomerSupport@fiscal.treasury.gov.

Specific questions regarding your contract or task order should be directed to the appropriate NRC Contracting Officer.

ORACLE NASA SEWP V CLOUD SERVICES SUPPLEMENTAL TERMS AND CONDITIONS
v050715_CS

THESE GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS FOR NASA SEWP V SHALL APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER FROM THE CONTRACTOR (THE "CONTRACTOR"). THESE GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THE CONTRACT OR ANY ORDER ISSUED PURSUANT TO THE CONTRACT.

A. Definitions

"You" and "your" refers to the ordering activity that has ordered Oracle services from an authorized distributor ("Contractor") under the contract.

The term "ancillary software" refers to any software agent or tool that Oracle makes available to you for download for purposes of facilitating your access to, operation of, and/or use with, the services environment.

The term "auto renew" or "auto renewal" is the process by which the services period of certain cloud services under an order is automatically extended for an additional services period unless such services are otherwise terminated in accordance with the terms of the order or the contract, including these Government Supplemental Terms and Conditions. The service specifications incorporated into your order define which cloud services are eligible for auto renewal as well as any terms applicable to any such renewal. Please note: auto renewal does not apply to purchases under the contract. Please see the first paragraph in Services Period; End of Services section *infra* for renewal requirements.

The term "contract" refers to the Contractor's NASA SEWP V contract.

The term "cloud services" means, collectively, the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle programs) listed in your order and defined in the service specifications. The term "cloud services" does not include professional services.

The term "data center region" refers to the geographic region in which the services environment is physically located. The data center region applicable to the cloud services is set forth in your order.

The term "Oracle programs" refers to the software products owned or licensed by Oracle which you access as part of the cloud services, including program documentation, and any program updates provided as part of the cloud services.

The term "professional services" means, collectively, the consulting and other professional services which you have ordered. Professional services include any deliverables described in your order and delivered to you under the order. "Professional services" does not include cloud services.

The term "program documentation" refers to the user manuals referenced within the service specifications for cloud services, as well as any help windows and readme files for such Oracle programs that are accessible from within the services. The program documentation describes technical and functional aspects of the Oracle programs. For Oracle Infrastructure-as-a-Service (IaaS) cloud services, "program documentation" includes documentation, helpme windows and readme files for the IaaS hardware products. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

The term “services” refers to, collectively, both the cloud services and professional services that you have ordered.

The term “services environment” refers to the combination of hardware and software components owned, licensed or managed by Oracle to which Oracle grants you and your users access as part of the cloud services which you have ordered. As applicable and subject to the terms of these Government Supplemental Terms and Conditions and your order, Oracle programs, third party content, your content and your applications may be hosted in the services environment.

The term “service specifications” means the descriptions on www.oracle.com/contracts, or such other address specified by Oracle, that are applicable to the services under your order, including any program documentation, hosting, support and security policies (for example, Oracle Cloud Hosting and Delivery Policies), and other descriptions referenced or incorporated in such descriptions or your order.

The term “services period” refers to the period of time for which you ordered cloud services as specified in your order.

The term “third party content” means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle and made available to you through, within, or in conjunction with your use of, the cloud services. Examples of third party content include data feeds from social network services, rss feeds from blog posts, and data libraries and dictionaries.

The term “users” means those employees, contractors, and end users, as applicable, authorized by you or on your behalf to use the cloud services in accordance with these Government Supplemental Terms and Conditions and your order. For cloud services that are specifically designed to allow your clients, agents, customers, suppliers, or other third parties to access the cloud services to interact with you, such third parties will be considered “users” subject to the terms of these Government Supplemental Terms and Conditions and your order.

The term “your applications” means all software programs, including any source code for such programs, that you or your users provide and load onto, or create using, any Oracle “platform-as-a-service” or “infrastructure-as-a-service” cloud services. Services under your order, including Oracle programs and services environments, Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term “your applications.”

The term “your content” means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle cloud services described in Section J below), audio, video, photographs and other content and material (other than your applications), in any format, provided by you or your users that reside in, or run on or through, the services environment.

B. Rights Granted

Upon Contractor’s acceptance of your order and for the duration of the services period, and subject to these Government Supplemental Terms and Conditions and your order, you have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the services that you ordered, including anything developed by Oracle and delivered to you as part of the services, solely for your internal business operations and subject to the terms of these Government Supplemental Terms and Conditions and your order, including the service specifications. You may allow your users to use the services for this purpose and you are responsible for your users’ compliance with these Government Supplemental Terms and Conditions and the order.

You do not acquire under the contract or your order, any right or license to use the services, including the Oracle programs and services environment, in excess of the scope and/or duration of the services stated in your order. Upon the end of the services ordered, your right to access and use the services will terminate.

To enable Oracle to provide you and your users with the services, you grant Oracle the right to use, process and transmit, in accordance with these Governmental Supplemental Terms and Conditions and your order, your content and your applications for the duration of the services period plus any additional post-termination period during which Oracle provides you with access to retrieve an export file of your content and your applications. If your applications include third party programs, you acknowledge that Oracle may allow providers of those third party programs to access the services environment, including your content and your applications, as required for the interoperation of such third party programs with the services. Oracle will not be responsible for any use, disclosure, modification or deletion of your content or your applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the services.

Except as otherwise expressly set forth in your order for certain cloud services offerings (e.g., a private cloud hosted at your facility), you acknowledge that Oracle has no delivery obligation for Oracle programs and will not ship copies of such programs to you as part of the services.

The services may contain or require the use of separately licensed third party technology. Such third party technology is licensed to you under the terms of the third party technology license agreement and not under the terms of these Government Supplemental Terms and Conditions or your order. Oracle may provide certain notices to you in the service specifications, program documentation, readme or notice files in connection with such separately licensed third party technology. The third party owner, author or provider of such separately licensed third party technology retains all ownership and intellectual property rights in and to such separately licensed third party technology.

As part of certain cloud services offerings, Oracle may provide you with access to third party content. The type and scope of any third party content is defined in your order or applicable service specifications. The third party owner, author or provider of such third party content retains all ownership and intellectual property rights in and to that content, and your rights to use such third party content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider, unless otherwise specified in your order.

C. Ownership and Restrictions

You retain all ownership and intellectual property rights in and to your content and your applications. Oracle or its licensors retain all ownership and intellectual property rights to the services, including Oracle programs and ancillary software, and derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under your order.

You may not, or cause or permit others to:

- license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make the services, Oracle programs, ancillary software, services environments or Oracle materials available, to any third party, other than as expressly permitted under the terms of the applicable order;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services (excluding your content and your applications) 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 services you have acquired);
- modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Oracle;
- perform or disclose any benchmark or performance tests of the services, including the Oracle programs; and

- perform or disclose any of the following security testing of the services environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing;

The rights granted to you under your order and these Government Supplemental Terms and Conditions, are also conditioned on the following:

- except as expressly provided herein or in your order, no part of the services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
- You make every reasonable effort to prevent unauthorized third parties from accessing the services.

D. Service Specifications

The services are subject to and governed by service specifications applicable to your order. Service specifications may define provisioning and management processes applicable to the services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the Oracle programs, as well as any services deliverables. You acknowledge that use of the services in a manner not consistent with the service specifications may adversely affect services performance and/or may result in additional fees. If the services permit you to exceed the ordered quantity (e.g., soft limits on counts for users, sessions, storage, etc.), then, in the event you exceed your ordered quantity, you shall promptly execute a contract modification to purchase the additional quantity necessary to account for your excess usage or promptly discontinue excess usage.

Oracle may make changes or updates to the services (such as infrastructure, security, technical configurations, application features, etc.) during the services period, including to reflect changes in technology, industry practices, patterns of system use, and availability of third party content. The service specifications are subject to change at Oracle's discretion; however, Oracle changes to the service specifications will not result in a material reduction in the level of performance or availability of the applicable services provided to you for the duration of the services period.

Your order will specify the data center region in which your services environment will reside. As described in the service specifications and to the extent applicable to the cloud services that you have ordered, Oracle will provide production, test, and backup environments in the data center region stated in your order. Oracle and its affiliates may perform certain aspects of cloud services, such as service administration and support, as well as other services (including professional services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

E. Use of the Services

You are responsible for identifying and authenticating all users, for approving access by such users to the services, for controlling against unauthorized access by users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating your and your users' usernames, passwords and accounts with Oracle, you accept responsibility for the timely and proper termination of user records in your local (intranet) identity infrastructure or on your local computers. Oracle is not responsible for any harm caused by your users, including individuals who were not authorized to have access to the services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in your local identity management infrastructure or your local computers. You are responsible for all activities that occur under your and your users' usernames, passwords or accounts or as a result of your or your users' access to the services, and agree to notify Oracle immediately of any unauthorized use.

You shall not use or permit use of the services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including your content, your applications and third party content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or

property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under these Government Supplemental Terms and Conditions and your order, Oracle reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. Oracle shall have no liability to you in the event that Oracle takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your content and your applications. To the extent not prohibited by law, You agree to indemnify Oracle against any claim arising out of a violation of your obligations under this section.

You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the services, including for the Oracle programs, as such Patches are generally released by Oracle as described in the service specifications. Oracle is not responsible for performance or security issues encountered with the cloud services that result from your failure to accept the application of patches that are necessary for the proper function and security of the services. Except for emergency or security related maintenance activities, Oracle will coordinate with you the scheduling of application of Patches, where possible, based on Oracle's next available standard maintenance window.

F. Trial Use and Pilot Cloud Services

For certain cloud services, Oracle may make available "trials" and "conference room pilots" for non-production evaluation purposes. Cloud trials and conference room pilots must be ordered under a separate agreement with Oracle. .

Oracle may make available "production pilots" for certain cloud services under your order and these Government Supplemental Terms and Conditions. Production pilots ordered by you are described in the service specifications applicable to your order, and are provided solely for you to evaluate and test cloud services for your internal business purposes. You may be required to order certain professional services as a prerequisite to an order for a production pilot.

G. Fees and Taxes

Your order is non-cancelable and the sums paid non refundable, except as provided in these Government Supplemental Terms and Conditions or your order. Reimbursement of expenses related to providing any professional services, if any, will be addressed in the relevant ordering document and/or statement of work. Fees for services offerings are invoiced in arrears of the service performance.

You agree and acknowledge that you have not relied on the future availability of any services, programs or updates in executing your order; however, the preceding does not relieve Oracle of its obligation during the services period to deliver services that you have ordered per the terms of these Government Supplemental Terms and Conditions.

H. Services Period: End of Services

Services provided under these Government Supplemental Terms and Conditions and your order shall be provided for the services period defined in your order, unless earlier suspended or terminated in accordance with these Government Supplemental Terms and Conditions, or your order. If you order cloud services that are designated in the service specifications or your order as auto renew, such services will NOT automatically renew unless you provide Oracle with written notice no later than thirty (30) days prior to the end of the applicable services period of your desire to renew such cloud services and you execute a contract modification to renew such services. The preceding sentence shall not apply if Oracle provides you with written notice no later than ninety (90) days prior to the end of the applicable services period that of its intention not to renew such cloud services.

Upon the end of the services, you no longer have rights to access or use the services, including the associated Oracle programs and services environments; however, for a period of up to 60 days after the end of the applicable services period, Oracle will make available your content and your applications then in the services environment for the purpose of retrieval by you. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of your content and your applications that remain in the services environment.

Oracle may temporarily suspend your password, account, and access to or use of the services if in Oracle's reasonable judgment, the services or any component thereof are about to suffer a significant threat to security or functionality. Oracle will provide advance notice to you of any such suspension in Oracle's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Oracle will use reasonable efforts to re-establish the affected services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Oracle will make available to you, your content and your applications as existing in the services environment on the date of suspension. Oracle may terminate the services under an order if any of the foregoing causes of suspension is not cured within 30 days after Oracle's initial notice thereof. Any suspension or termination by Oracle under this paragraph shall not excuse you from your obligation to make payment(s) under your order.

If Contractor breaches a material term of the contract or order and fails to correct the breach within 30 days of written specification of the breach, then you may terminate the order under which the breach occurred. You may agree in your sole discretion to extend the 30 day period for so long as Contractor continues reasonable efforts to cure the breach. Any breaches of your contract or order shall be handled in accordance with the Contracts Disputes Act.

You may terminate your order at any time without cause by giving Contractor 30 days prior written notice of such termination.

I. Nondisclosure

By virtue of your order and these Government Supplemental Terms and Conditions, Oracle, the Contractor and you may have access to information that is confidential to one another ("Confidential Information"). You agree to disclose only information that is required for Oracle to perform the Services under your order. Confidential information shall be limited to your content and your applications residing in the services environment, and all information clearly identified as confidential at the time of disclosure.

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.

Subject to the Freedom of Information Act ("FOIA") (5 U.S.C. §552), Oracle, the Contractor and you each agree not to disclose each other's Confidential Information to any third party other than as 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; however, Oracle will hold your Confidential Information that resides within the services environment in confidence for as long as such information resides in the services environment. Oracle, the Contractor and you each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under the order and these Government Supplemental Terms and Conditions. Oracle will protect the confidentiality of your content or your applications residing in the services environment in accordance with the Oracle security practices defined as part of the service specifications applicable to your order. In addition, your Personal Data will be treated in accordance with the terms of Section J. below. Nothing shall prevent either party from disclosing Confidential Information to a governmental entity or any other entity as required by law. Should you receive a request under such law for Oracle's Confidential Information, you agree to give Oracle adequate prior notice of the request

and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

J. Data Protection

In performing the services, Oracle will comply with the *Oracle Services Privacy Policy*, which is available at http://www.oracle.com/html/services-privacy-policy.html and incorporated herein by reference. The *Oracle Services Privacy Policy* is subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of protection provided for your Personal Data provided as part of your content during the services period of your order.

Oracle's *Data Processing Agreement for Oracle Cloud Services (*the "Data Processing Agreement"*),* which is available at http://www.oracle.com/dataprocessingagreement and incorporated herein by reference, describes the parties' respective roles for the processing and control of Personal Data that you provide to Oracle as part of the cloud services. Oracle will act as a data processor, and will act on your instruction concerning the treatment of your Personal Data residing in the services environment, as specified in these Government Supplemental Terms and Conditions, the Data Processing Agreement, and your order. You agree to provide any notices and obtain any consents related to your use of the services and Oracle's provision of the services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

The service specifications applicable to your order define the administrative, physical, technical and other safeguards applied to your content residing in the services environment, and describe other aspects of system management applicable to the services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from your content and your applications, including any viruses, Trojan horses, worms or other programming routines contained in your content or your applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

You may not provide Oracle access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in your order. If available, you may purchase additional services from Oracle (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, Oracle Federal Security Services, etc.) to address particular data protection requirements applicable to your business or your content.

K. Warranties, Disclaimers and Exclusive Remedies

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

Oracle warrants that it will perform (i) cloud services in all material respects as described in the service specifications, and (ii) professional services in a professional manner in accordance with the service specifications. If the services provided to you were not performed as warranted, you must promptly provide written notice to Oracle that describes the deficiency in the services (including, as applicable, the service request number notifying Oracle of the deficiency in the services).

ORACLE DOES NOT GUARANTEE THAT (A) THE SERVICES WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL SERVICE ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY ORACLE, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE,

OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT.

FOR ANY BREACH OF THE SERVICE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERIVCES THAT CAUSED THE BREACH OF THE WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO CONTRACTOR, THE FEES FOR THE TERMINATED SERVICES THAT CONTRACTOR PAID TO ORACLE FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION AND CONTRACTOR WILL IN TURN REFUND TO YOU THE FEES PAID FOR THE TERMINATED SERVICES THAT YOU PAID TO CONTRACTOR FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

L. Limitation of Liability

NEITHER YOU, THE CONTRACTOR NOR ORACLE, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER YOUR ORDER), DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO CONTRACTOR FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM CONTRACTOR UNDER SUCH ORDER.

ORACLE'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY CONTRACTOR FROM ORACLE UNDER SUCH ORDER.

M. Intellectual Property Indemnification

If a third party makes a claim against you, including the U.S. Government, and its officers, employees and agents, that any information, design, specification, instruction, software, service, data, hardware, or material (collectively "Material") furnished by Oracle and used by you infringes the third party's intellectual property rights, Oracle, at its sole cost and expense defend you against the claim and indemnify you from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle if you do the following:

a. notify Oracle promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);
b. give Oracle sole control of the defense and any settlement negotiations, provided that for the U.S. Government the control of the defense and settlement is subject to 28 U.S.C. 516; and
c. give Oracle the information, authority, and assistance Oracle needs to defend against or settle the claim.

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 the fees you may have paid for such Material. 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. Oracle's right to end the order in accordance with this paragraph shall not apply if you authorize or consent to use of the Material, and in such cases, Oracle shall have no obligation to indemnify or other liability whatsoever, to you or to third parties for infringement, and the exclusive cause of action and remedy for infringement shall be in accordance with 28 U.S.C. 1498, as set forth in 48 C.F.R. 27.201-1(a).

Oracle will not indemnify you if you (a) alter the Material or use it outside the scope of use identified in Oracle's user documentation or service specifications, (b) use a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to you, or (c) continue to use the applicable Material after the end of the license to use that Material. Oracle will not indemnify you 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 you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you to the extent that an infringement claim is based on third party content or any Material from a third party portal or other external source that is accessible to you within or from the services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Oracle will not indemnify you for infringement caused by your actions against any third party if the services as delivered to you and used in accordance with the terms of these Government Supplemental Terms and Conditions and your order, would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any intellectual property infringement claim(s) known to you at the time the services rights are obtained.

N. Third Party Web Sites, Content, Products and Services

The services may enable you to link to, transmit your content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Oracle does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the services, and you bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

Any third party content made accessible by Oracle in or through the services environment is provided on an "as-is" and "as available" basis without any warranty of any kind. Third party content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and you acknowledge that Oracle is not responsible for and under no obligation to control, monitor or correct third party content; however, Oracle reserves the right to take remedial action if any such content violates applicable restrictions under Section E of this Agreement, including the removal of, or disablement of access to, such content. Oracle disclaims all liabilities arising from or related to third party content.

You acknowledge that: (i) the nature, type, quality and availability of third party content may change at any time during the services period, and (ii) features of the services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the services. Oracle may update, change or modify the services under your order and these Government Supplemental Terms and Conditions, as a result of a change in, or unavailability of, such third party content, third party services or APIs. If any third party ceases to make its third party content or APIs available on reasonable terms for the services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected third party content or third party services without any liability to you or the Contractor. Any changes to third party content, third party services or APIs, including their availability or unavailability, during the services period does not affect your obligations under these Government Supplemental Terms and Conditions or the applicable order, and you will not be entitled to any refund, credit or other compensation due to any such changes.

Any third party content that you store in your services environment will count towards any storage or other allotments applicable to the cloud services that you ordered.

O. Service Tools and Ancillary Software

Oracle may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the services and to help resolve your Oracle service requests. The Tools will not collect or store any of your content or your applications residing in the services environment, except as necessary to provide the services or troubleshoot service requests or other problems in the services. Information collected by the Tools (excluding your content and your applications) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license and services management.

Oracle may provide you with on-line access to download certain ancillary software for use with the services. If Oracle does not specify separate terms for such ancillary software, then, subject to your payment obligations, (i) you shall have a non-transferable, non-exclusive, non-assignable, limited right to use such ancillary software solely to facilitate your access to, operation of, and/or use of the services environment, subject to the terms of these Government Supplemental Terms and Conditions and your order, including the services specifications, (ii) Oracle will maintain such ancillary software as part of the cloud services, and (iii)your right to use such ancillary software will terminate upon the earlier of Oracle's notice (which may be through posting on https://support.oracle.com or such other URL designated by Oracle), or the end of the cloud services associated with the ancillary software. If ancillary software is licensed to you under separate third party license terms, then your use of such software is subject solely to such separate terms.

P. Service Analyses

Oracle may (i) compile statistical and other information related to the performance, operation and use of the services, and (ii) use data from the services environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate your content or Confidential Information in a form that could serve to identify you or any individual, and Service Analyses do not constitute Personal Data. Oracle retains all intellectual property rights in Service Analyses.

Q. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the services. You agree that such export laws govern your use of the services (including technical data) and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs 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 acknowledge that the cloud services are designed with capabilities for you and your users to access the services environment without regard to geographic location and to transfer or otherwise move your content and your applications between the services environment and other locations such as user workstations. You are solely responsible for the authorization and management of user accounts, as well as export control and geographic transfer of your content and your applications.

R. Force Majeure

Neither you, Contractor, nor Oracle 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 cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. All parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, the affected order(s) will be terminated for convenience

unless the parties otherwise agree in writing. 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 the services.

S. Assignment

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

T. Other

1. Oracle is an independent Contractor and you agree that no partnership, joint venture, or agency relationship exists between you and Oracle or between Contractor and Oracle. Each party will be responsible for paying its own employees, including employment related taxes and insurance. You understand that Oracle's business partners and other third parties, including any third party firms retained by you to provide consulting services or applications that interact with the cloud services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the services, your content or your applications arising due to any acts of any such business partner or third party, unless the business partner or third party is providing services as an Oracle subcontractor on an engagement ordered under your order, and if so, then only to the same extent as Oracle would be responsible for Oracle resources under your order and these Government Supplemental Terms and Conditions.

2. Any notice required under your order shall be provided to the other party, and Oracle, in writing. Oracle may give notices applicable to Oracle's cloud services customer base by means of a general notice on the Oracle portal for the cloud services, and notices specific to you by electronic mail to your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to your address on record in Oracle's account information.

3. Oracle programs and services are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is your responsibility to ensure safe use of Oracle programs and services in such applications.

4. You shall obtain at your sole expense any rights and consents from third parties necessary for your content, your applications, and third party content, as well as other vendor's products provided by you that you use with the services, including such rights and consents as necessary for Oracle to perform the services under your order.

5. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to provide the services and you will perform the actions identified in your order as your responsibilities.

6. You remain solely responsible for your regulatory compliance in connection with your use of the services. You are responsible for making Oracle aware of any technical requirements that result from your regulatory obligations prior to entering into an order governed by these Government Supplemental Terms and Conditions. Oracle will cooperate with your efforts to determine whether use of the standard Oracle services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the services.

7. The Uniform Computer Information Transactions Act does not apply to these Government Supplemental Terms and Conditions nor any order placed pursuant to them.

8. The extent to which an Oracle program is, at the time the services are ordered and throughout the services period, capable of providing comparable access to individuals with disabilities is indicated by the comments and exceptions (if any) specified on the applicable Voluntary Product Accessibility Template (VPAT) available at www.oracle.com/us/corporate/accessibility, provided that such Oracle program is used in accordance with the applicable Oracle program documentation and that any assistive technologies and any other products used with the Oracle product properly interoperate with the Oracle product. The VPAT indicates the degree of conformance with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as "Section 508"). In the event that Section 508 is revised over the life of the contract, the VPAT will indicate the applicable version. The VPAT also lists the degree of conformance with the Web Content Accessibility Guidelines (WCAG) if applicable (said standards only apply to "web pages"). In the event that no VPAT is available for a particular product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. Oracle makes no representations regarding the accessibility status of any product identified as "third party".

9. Oracle may audit your use of the services (e.g., through use of software tools) to assess whether your use of the services is in accordance with these Government Supplemental Terms and Conditions 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. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of your order. Any usage in excess of your rights shall be considered a change to the scope of services for which you shall either (1) issue a contract modification documenting the additional fees related to use of the services in excess of your rights and the change in the scope of services, or (2) promptly discontinue noncompliant use. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

10. If any document incorporated by reference into these Government Supplemental Terms and Conditions, contains a provision (a) allowing for the automatic termination of your services; (b) allowing for the automatic renewal of services and/or fees; and/or (c) requiring the governing law to be anything other than Federal law, then, such terms shall not apply. If any document incorporated by reference into these Government Supplemental Terms and Conditions, contains an indemnification provision, such provision shall not apply as to the United States indemnifying Oracle or any other party; however, Oracle and Contractor reserve the right to seek indemnification from the U.S. Government as set forth in section E above should any Federal statute permit such indemnification.

11. The services specifications that govern the services ordered consist of the documents listed below, which are incorporated into these Government Supplemental Terms and Conditions. The service specifications are subject to change at Oracle's discretion; however, Oracle changes to the service specifications will not result in a material reduction in the level of performance or availability of the application services provided to you for the duration of the services period. The terms of the service specifications will govern over any conflicting terms in these Governmental Supplemental Terms and Conditions, except for as specified in paragraph T.9 above. For purposes of these Government Supplemental Terms and Conditions, references to the term "Customer" in any document within the service specifications shall mean "you" as defined in these Government Supplemental Terms and Conditions.

    • Service Descriptions and Metrics
    Oracle service descriptions and metrics govern cloud services and professional services. You may access the version of these descriptions and metrics that apply to the cloud services and professional services that you have ordered at www.oracle.com/contracts.

• Cloud Hosting and Delivery Services Policies
Cloud Hosting and Delivery Services Policies describe and govern cloud services. You may access the version of these policies that apply to the cloud services that you have ordered at www.oracle.com/contracts.

• Program Documentation
Program Documentation refers to the program user manuals for the Oracle programs for cloud services, as well as any help windows and read me files for such Oracle programs that are accessible from within the service. The Program Documentation describes technical and functional aspects of the Oracle Programs. You may access the documentation online at www.oracle.com/contracts.