

**BROWARD COUNTY AND MYTHICS, INCORPORATED AGREEMENT AND
SUPPLEMENTAL TERMS TO GSA CONTRACT NO. GS-35F-0153M**

This Agreement and Supplemental Terms to GSA Contract No. GS-35F-0153M (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Mythics, Incorporated, a Virginia corporation registered to transact business in the State of Florida ("Mythics" or "Reseller"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Application Software. All proprietary or third-party software or other intellectual property rights, including the Documentation, provided or licensed to County or third party users pursuant to this Agreement, including the computer programs (in machine readable object code form) listed in Exhibit A and any subsequent updates, upgrades, releases, or enhancements thereto developed by the Application Software provider during the term of this Agreement. The Application Software ordered constitutes Special Item No. 132-33 Perpetual Software Licenses, pursuant to the GSA Contract.

1.2 Board. The Board of County Commissioners of Broward County, Florida.

1.3 Business hours or business day. 7 a.m. to 7 p.m. Eastern time during weekdays that are not County holidays and on which County has not otherwise declared its offices closed.

1.4 Contract Administrator. Broward County ERP Project Administrator or such person's successor as designated by County in writing.

1.5 Documentation. All manuals, user documentation, specifications, and other related materials pertaining to the Application Software that Mythics or the Application Software provider customarily furnishes to licensees of the Application Software and purchasers of the services covered by this Agreement.

1.6 GSA Contract. GSA Contract No. GS-35F-0153M titled Authorized Federal Acquisition Service Information Technology Schedule Pricelist General Purpose Commercial Information Technology Equipment, Software and Services, to the extent the terms are applicable to the Software and Support and Maintenance at issue herein.

1.7 License Fee. The fee associated with granting County use of the Application Software as outlined in Exhibit B (Payment Schedule).

1.8 Purchasing Director. The Broward County Purchasing Director as appointed by the Broward County Administrator.

1.9 Support and Maintenance. The support and maintenance services required for County to achieve and maintain optimal performance of the Application Software, including as further described in Exhibit C.

ARTICLE 2. GSA AGREEMENT AND OTHER EXHIBITS

This Agreement constitutes the ordering document for Special Item Nos. 132-33 and 132-34 Perpetual Software Licenses and Maintenance of Software (and, if elected by County, No. 132-51), pursuant to the GSA Contract.

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Statement of Work
Exhibit B	Payment Schedule
Exhibit C	Support and Maintenance Services
Exhibit D	Insurance Coverages
Exhibit E	Pertinent Sections of the GSA Contract
	Section I Information for Ordering Activities Applicable to All Special Item Numbers
	Section IV Terms and Conditions Applicable to Term Licenses, Perpetual Licenses, and Maintenance of General Purpose Commercial Information Technology Software
	Section V Terms and Conditions Applicable to Information Technology and Professional Services
	Appendix I Government Supplemental Terms and Conditions
	Appendix V Oracle Supplemental Pricing Notes
	Exhibit A Oracle License Definitions and Rules
Exhibit F	Work Authorization

In the event of any ambiguity or other inconsistency of terms within this Agreement inclusive of its Exhibits and Appendices, the order of precedence of the terms shall be as follows: The terms and conditions in Articles 1 through 13 of this Agreement shall supersede and govern over any Exhibit, Appendix or other term other than Appendix I (Government Supplemental Terms and Conditions) of the GSA Contract; thereafter Exhibits A, B, C and D shall supersede and govern over any other Exhibit, Appendix or other term; finally, the GSA Contract sections attached hereto as Exhibit E other than Appendix I of the GSA Contract.

ARTICLE 3. SCOPE OF SERVICES & LICENSE

3.1 Scope of Services. Mythics shall perform all work specified in this Agreement inclusive of the Exhibits. Unless stated otherwise in this Agreement, the work required of Mythics includes all labor, materials and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render Mythics's performance impractical, illogical, or unconscionable. Mythics agrees and stipulates that the Application Software provided under this Agreement is provided for integration and use by County and by Cedar Crestone, Inc. on behalf of or for the benefit of County. As used herein, any use or right of County includes Cedar Crestone, Inc. and its subcontractors and agents to the extent the acting on behalf of or for the benefit of County.

No action by Cedar Crestone, Inc. or any of its agents or subcontractors shall constitute a violation of this Agreement if said action would be permitted by County or its agents.

3.2 License. Mythics grants to County the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the applicable Statement of Work), limited right to use the programs and receive any services the County ordered as stated in the Statement of Work (Exhibit A) solely for County operations and subject to the terms of this Agreement with no geographical limitations provided any shipment of programs overseas would require compliance with export laws and/or approvals from Oracle, to the Application Software for use solely for County governmental and business purposes including on- and off-site access and use of the Application Software by authorized third party users, including those persons or entities with which County may contract to implement, operate, maintain, host, customize, or otherwise facilitate the operation of the Application Software, and for the benefit of and use by all governmental entities within County, including the offices of the County constitutional officers. County and any of its employees, agents, or suppliers of services shall have the right to concurrently operate and use the Application Software for County governmental or business purpose.

3.2.1 Additional Uses. County may, if required by reason of an emergency, disaster or operational need, or for testing of recovery resources, temporarily use the Application Software on recovery resources at no additional cost, including recovery resources that may not be owned by County. County may, at no additional cost, copy the Application Software for backup and archiving purposes and into Random Access Memory for the purposes of support or maintenance by County or others hired by County to provide such support or maintenance. County may also install, use and operate the Application Software on separate servers and in any and all development, test, non-production, failover, disaster recovery, and backup configurations, at no additional fee.

3.2.2 Hosting and Implementation Rights. The scope of the license rights granted to County under this Agreement includes the right for any hosting provider (including, without limitation, CedarCrestone, Inc. and /or Sierra Systems, Inc. and its affiliates, County, or any other third-party hosting provider or implementer engaged by County to implement or provide hosting services) (collectively, "Hosting Provider") to host the applicable Application Software and maintain the Application Software on its equipment and within its data center for use by County.

3.2.3 Prohibited Uses. Except as otherwise provided for in this Agreement or required under Florida law, County shall not reproduce, publish, or license the Application Software to others. County shall not modify, reverse engineer, disassemble, or decompile the Application Software or any portion thereof, except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions shall be deemed within the license grant of Section 3.2, or (b) to the extent permitted under any applicable open source license.

3.3 Support and Maintenance Services. Consistent with the GSA Contract, Appendix I at Section E, Mythics shall provide County with Support and Maintenance Services for the Application Software, either directly or through the Application Software provider, as set forth in Exhibit C, for so long as the County may elect to acquire Support and Maintenance Services. At any point in time, County may elect to discontinue support and maintenance services for the next annual period. Notwithstanding any contrary terms in Exhibit C, all Support and Maintenance Services shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B.

3.3.1 Updates, Upgrades and Releases. For the full term of this Agreement, Mythics shall promptly provide to County at no additional cost, any and all updates (including error corrections, bug fixes, and patches), upgrades, or new releases to the Application Software including all that the Application Software Provider has made available to other licensees at no cost of all or part of the Application Software licensed pursuant hereto. All such updates, upgrades, and new releases shall remain the sole property of Provider and shall be deemed to be included within the scope of the license granted under this Agreement.

3.4 Change of Scope Procedures. To the extent any goods or services under this Agreement, or the quantity thereof, are optional ("Optional Services"), County, through its Purchasing Director or the Contract Administrator, may select the type, amount, and timing of such goods or services pursuant to a Work Authorization (with an accompanying Statement of Work, if applicable) executed by the Provider and the Purchasing Director or Contract Administrator, and provided that no such selection, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable not-to-exceed amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of the County as follows: the Contract Administrator may execute any Work Authorization for which the total cost to County is less than \$30,000.00; the Purchasing Director may execute any Work Authorization for which the total cost to the County is within the Purchasing Director's delegated authority; any Work Authorizations above the County's Purchasing Director delegated authority shall require Board approval. Subsequent to the full execution any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Contractor shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 Term. The Agreement shall become effective on the date it is fully executed by the parties (the "Effective Date"). The term of the Agreement shall be for a period of five (5) years from the Effective Date (the "Initial Term"). The expiration or earlier termination of this Agreement shall have no effect upon any perpetual licenses granted under this Agreement.

4.2 Extensions. County shall have the option to renew this Agreement for three (3) additional five (5) year terms by sending notice thereof to Mythics at least thirty (30) days prior

to the expiration of the then-current term, contingent upon the continued existence of a GSA schedule held by Mythics. The Purchasing Director is authorized to exercise these renewal options.

Mythics' current GSA Contract expires in December 2021 and any renewal option exercised by the County after December 2021 may be under the terms and conditions of a new GSA schedule held by Mythics. The County may agree to renew this Agreement for any remaining extension term under this Section 4.2 based on the terms and conditions of the new Mythics GSA schedule, by way of a formal amendment to this Agreement executed by Mythics and the County. If the terms and conditions of any new GSA schedule held by Mythics are not mutually agreeable to the parties, County may elect not to renew the Agreement. Notwithstanding anything otherwise set forth herein, either party may terminate this Agreement at any time in accordance with the terms of this Agreement.

4.3 **Fiscal Year.** Pursuant to Section I, Paragraph 14(j) of the GSA Contract, the continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

4.4 Time is of the essence for all performance required under this Agreement.

ARTICLE 5. COMPENSATION

5.1 For the Initial Term, County will pay Mythics up to a maximum amount as follows:

Services/Goods	Term	Not-To-Exceed Amount
Application Software License Fees	Initial Term	\$2,400,000.00
Support and Maintenance	Initial Term	\$2,554,000.00
Optional Renewal Terms	Three (3) five-year renewal terms	\$11,000,000.00
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$105,600.00
TOTAL NOT TO EXCEED		\$16,059,600.00

Payment shall be made only for work actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Mythics as full compensation for all such work. Mythics acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County's obligation to compensate Mythics for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Mythics's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Mythics shall not be reimbursed for any expenses it incurs under this Agreement.

5.2 METHOD OF BILLING AND PAYMENT

5.2.1. Invoices. Mythics may submit invoices only for goods provided and services completed in accordance with the Payment Schedule set forth in Exhibit B. An original plus one copy of each invoice must be submitted within fifteen (15) days after the end of the month for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed. License Fees shall be invoiced ninety (90) days after Final Acceptance. Support and Maintenance shall be invoiced on a quarterly basis after the completion of such period. Any other amounts due shall be invoiced quarterly in arrears.

5.2.2 County shall pay Mythics within thirty (30) days of receipt of Mythics's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Mythics's failure to comply with any term, condition, or requirement of this Agreement. The parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.3 Payment shall be made to Mythics at the address stated in the "Notices" section herein.

5.4 Travel. With respect to travel costs and travel-related expenses, Mythics agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County.

5.5 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option terms. However, Mythics may offer incentive or volume discounts to County at any time.

ARTICLE 6. DELIVERY, TESTING AND ACCEPTANCE

6.1 Application Software. Mythics shall, within seven (7) days after the Effective Date, make the Software available to County and deliver to County a master copy of the Application Software licensed hereunder in object code form, suitable for reproduction in accordance with this Agreement, in electronic files unless otherwise requested by County. All County license keys, usernames, and passwords shall be authenticated by Mythics or the Application Software Provider and perform according to Exhibit A (Statement of Work).

6.2 Documentation. Mythics shall deliver copies of the Documentation to County concurrently with delivery of the Application Software, and thereafter shall promptly provide any updated Documentation as becomes available during the term of this Agreement. Mythics

represents and warrants that the Documentation is of sufficient quality and completion to enable a competent user to operate the Application Software efficiently and in accordance with Exhibit A. County has the right to copy and modify the Documentation as it deems necessary for its own internal use.

6.3 **Final Acceptance Testing.** There shall be a testing period during which County, with the assistance of its Enterprise Technology Services ("ETS") to the extent applicable under Broward County Administrative Code Section 22.148, shall determine whether the Application Software is accepted. The provisions of the GSA Contract at Section IV, subsection 1 shall govern the period of testing.

ARTICLE 7. PROTECTION OF SOFTWARE AND PROPRIETARY RIGHTS

7.1 **County Proprietary Rights.** Mythics acknowledges and agrees that County retains all rights, title and interest in and to all materials, data, documentation and copies thereof furnished by County to Mythics hereunder, including all copyright and other proprietary rights therein, which Mythics as well as its employees, agents, subconsultants and suppliers may use only in connection with the performance of Services under this Agreement.

7.2 **Ownership.** County acknowledges that all copies of the Application Software (in any form) provided by Mythics are the sole property of Application Software provider. County shall not have any right, title, or interest to any such Application Software or copies thereof except as expressly provided in this Agreement, and shall take all reasonable steps to secure and protect all Application Software and Documentation consistent with maintenance of the Application Software Provider's proprietary rights therein.

ARTICLE 8. CONFIDENTIAL INFORMATION

8.1 As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement.

8.2 **Application Software Provider Confidential Information.** Mythics represents that the Application Software contains proprietary products and trade secrets of Application Software provider. Accordingly, to the full extent permissible under applicable law, County agrees to treat the Application Software as confidential in accordance with this Article.

8.3 **County Confidential Information.**

8.3.1 All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods that Mythics obtains from County in connection with the Services performed under this Agreement, that

are made or developed by Mythics in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute County Confidential Information.

8.3.2 All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, and banking and financial information and other information deemed exempt or confidential under state or federal law) also constitute County Confidential Information.

8.3.3 County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Mythics or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Mythics nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

8.3.4 To the full extent demanded by County, Mythics shall immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed at the time of demand by Mythics or its employees, agents, subconsultants or suppliers.

8.4 Maintenance of Confidential Information. Each party shall advise its employees, agents, subconsultants and suppliers who receive or otherwise have access to the other party's Confidential Information of their obligation to keep such information confidential, and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of the other party's Confidential Information. In addition, the parties agree to cooperate fully and provide all reasonable assistance to ensure the confidentiality of the other party's Confidential Information.

8.5 Injunctive Relief. The parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this Article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach.

8.6 Survival. The obligations under this Article 8 shall survive the termination of this Agreement or of any license granted under this Agreement.

ARTICLE 9. WARRANTIES

9.1 Ownership. Mythics represents and warrants that it has the right to grant to County the rights and the licenses granted under this Agreement.

9.2 Warranty. Mythics warrants the Application Software on the terms and conditions as set forth in the GSA Contract Section I, subsection 18, including the remedies set forth therein, for all Application Software provided under this Agreement. In addition, the warranty

provisions of Appendix I, Section D, as warranted by Oracle America, Inc. are extended to County by Mythics on the terms set forth therein.

ARTICLE 10. LIMITATION OF LIABILITY

10.1 Limitation of Liability. The provisions of the GSA Contract at Section I, subsection 29 shall govern the limitations of liability.

10.2 Indemnification. Mythics will indemnify County in accordance with the GSA Contract at Section I, subsections 3 and 31, as well as Appendix I, Section F ("Oracle Indemnification").

ARTICLE 11. INSURANCE

11.1 Pursuant to Section 1, Paragraph 25 of the GSA Contract, Mythics shall maintain at its sole expense (including as to any deductible amounts), on a primary basis, at all times during the term of this Agreement, at least the minimum insurance coverage designated in Exhibit D.

11.2 Mythics agrees to list County as an additional insured under Mythics's commercial liability insurance policy and any excess liability insurance policy. The listed certificate holder on these policies shall be "Broward County."

ARTICLE 12. TERMINATION

12.1 This Agreement may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board upon providing written notice to Mythics of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

12.2 County may terminate this Agreement if Mythics is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Mythics has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Mythics has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.

12.3 Mythics represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Mythics,

upon learning that such representation is false or if Mythics or any of its affiliates is placed on the discriminatory vendor list.

12.4 Additionally, and notwithstanding anything to the contrary in this Agreement, County may terminate this Agreement without any further liability to Mythics upon the decertification of Mythics as a Certified Business Entity ("CBE") by County's Office of Economic and Small Business Development ("OESBD"), if Mythics's status as a CBE was a factor in the award of the Agreement and such status was misrepresented by Mythics. However, such termination shall not be effective until expiration of any timely-filed review or appeal of the decertification decision.

12.5 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

12.6 In the event this Agreement is terminated for convenience, Mythics shall be paid for any services properly performed through the termination date specified in the written notice of termination. Mythics acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Mythics, for County's right to terminate this Agreement for convenience, and Mythics hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

ARTICLE 13. MISCELLANEOUS

13.1 Rights In Documents And Work. Any and all reports, photographs, surveys, and other data and documents provided or created by Mythics in connection with this Agreement shall be and remain the property of County and, if a copyright is claimed, Mythics hereby grants to County a non-exclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of termination or expiration of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Mythics, whether finished or unfinished, shall become the property of County and shall be delivered by Mythics to the Contract Administrator within seven (7) days of termination or expiration of this Agreement by either party.

13.2 Audit Right And Retention Of Records. Mythics shall, by written contract, require its subcontractors to agree to all the requirements and obligations contained in this Section 13.2.

13.2.1 County shall have the right to audit the books, records, and accounts of Mythics and its subcontractors that are related to this Agreement. Mythics and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Mythics and its subcontractors shall preserve and make available at reasonable times, for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida

Public Records Act, Chapter 119, Florida Statutes, if applicable, or for three (3) years after termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the applicable retention period, the books, records, and accounts shall be retained until resolution of the audit findings.

13.2.2 To the extent Mythics is acting on behalf of the County as stated in Section 119.0701, Florida Statutes, the Mythics shall:

- a. Keep and maintain public records that ordinarily and necessarily would be kept and maintained by County were County performing the services under this Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to County, at no cost, all public records in possession of Mythics upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of Mythics to comply with the provisions of this Section 13.2.2 shall constitute a material breach of this Agreement entitling the County to exercise any remedy provided in this Agreement or under applicable law.

13.3 Truth-In-Negotiation Representation. Mythics's compensation under this Agreement is based on wage rates, unit costs or other representations supplied to County by Provider. Mythics represents that the information supplied is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

13.4 Public Entity Crime Act. Mythics represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Mythics further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Mythics has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Mythics under this Agreement.

13.5 Independent Contractor. Mythics is an independent contractor under this Agreement. Mythics shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

13.6 Third Party Beneficiaries. The parties acknowledge that there are no third party beneficiaries under this Agreement except that Oracle is a third party beneficiary of this Agreement. Mythics represents and warrants that the terms of Appendix I, "Government Supplemental Terms and Conditions" to the Mythics GSA Schedule No.GS-35F-0153M are provided to Mythics as part of its Letter of Supply authorizing Mythics to resell Oracle software products on the GSA Schedule. Accordingly, Mythics is obligated to include these terms on its GSA Schedule contract and Mythics confirms that the terms of Appendix 1 constitute representations made by Oracle to Mythics for inclusion on the GSA Schedule contract to be passed on to the purchasers of products and services under the contract.

13.7 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Enterprise Resource Planning
Attn: Contract Administrator
115 S. Andrews Ave., Suite 406
Ft. Lauderdale, Florida 33301
Email address: mgrimm@broward.org with copy to jbruno@broward.org

NOTICE TO MYTHICS:

Mythics, Incorporated
1439 N. Great Neck Road, Suite 201
Virginia Beach, Virginia 22345-1347
Attention: General Counsel, Legal Department
Email address: contracts@mythics.com

13.8 Assignment And Performance. Except for subcontracting approved by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Mythics without the prior written consent of County. If Mythics violates this provision, County shall have the right to immediately terminate this Agreement. Mythics represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Mythics agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

13.9 Conflicts. Mythics agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Mythics's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. Mythics further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Mythics is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Mythics or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. Mythics agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations contained in this paragraph.

13.10 Waiver Of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

13.11 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

13.12 Joint Preparation. This Agreement has been jointly prepared by the parties hereto, and shall not be construed more strictly against either party.

13.13 Headings And Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

13.14 Governing Law, Venue And Waiver Of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, MYTHICS AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY**

JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.

13.15 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. Without limiting the foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium whatsoever including, without limitation, shrinkwrap, click-through, or terms and conditions associated with any upgrade, update, release, patch, or other modification of the Application Software, unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each party.

13.16 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

13.17 HIPAA Compliance. It is understood by the parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. § 160, 162, and 164 and related statutory and regulatory provisions. In the event Mythics is considered by County to be a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Mythics shall fully protect individually identifiable health information as required by HIPAA and, if requested by County, shall execute a Business Associate Agreement in the form approved by County. Where required, Mythics shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, shall include in its "Notice of Privacy Practices" notice of Mythics's and County's uses of a client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements if required under this Agreement. Unless otherwise agreed by the parties, County has not designated Mythics as a covered entity or business associate as of the Effective Date of this Agreement.

13.18 Payable Interest

13.18.1. Payment of Interest. County shall not be liable to pay any interest to Mythics for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Mythics waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim interest, including for post-judgment interest, if such application would be contrary to applicable law.

13.18.2. Rate of Interest. If, for whatever reason, Section 13.18.1 is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

13.19 Incorporation By Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

13.20 Representation Of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Mythics represents that it is an entity authorized to transact business in the State of Florida.

13.21 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Mythics agrees to fully comply with Section 16½-157 during the entire term of the Agreement. If Mythics fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

13.22 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Mythics shall serve as Mythics's required certification that it has or will establish a drug-free work place in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace for the full term of this Agreement.

13.23 Contingency Fee. Mythics represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Mythics, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Mythics. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Mythics under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

13.24 Living Wage Requirement. If Mythics is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Code sections 26-100 – 26-105, Mythics agrees to and shall pay to all of its employees providing "covered services," as defined

therein, a living wage as required by such ordinance, and Mythics shall fully comply with the requirements of such ordinance. Mythics shall be responsible for and shall ensure that all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

13.25 Nondiscrimination. Mythics may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Mythics shall include substantially similar language in its contracts with any and all permitted subcontractors or sub-consultants.

13.26 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Signatures provided by facsimile or by e-mail delivery of a .pdf-format file shall have the same force and effect as an original signature.

13.27 Other Eligible Purchasers. Other Constitutional offices of Broward County, municipalities or special districts within Broward County, and other Counties in Florida (collectively "Eligible Purchaser") may, if they so elect, purchase Application Software or services from Mythics under the terms and conditions of this Agreement, provided that any such Eligible Purchaser shall be solely responsible for all payment and performance with respect to any such purchased goods or services and shall separately execute an appropriate ordering document, which ordering document shall not be binding in any way upon the County and shall have no effect upon the performance, duration, or enforcement of this Agreement. The pricing for any such purchase shall be at least as favorable as the then-current GSA pricing for the Application Software or services at issue.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2014, and MYTHICS, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2014

Insurance requirements
approved by Broward County
Risk Management Division

By Jacqueline A. Bivins
Signature 5/5/14 (Date) (dc)

Risk Management Division
Print Name Jacqueline A. Bivins
**Risk Insurance and
Contracts Manager**

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By René D. Harrod 5/5/14
(Date)
Assistant County Attorney

By Andrew J. Meyers 5/5/14
(Date)
Chief Appellate Counsel

RDH
2014-04-29 Mythics GSA Supplemental Agreement
4/29/2014

MYTHICS INCORPORATED

WITNESSES:

D. M. Altamora
Signature

DOUGLAS ALTAMORA
Print Name of Witness above

Vinita Ananth
Signature

VINITA ANANTH
Print Name of Witness above

By: Richard Welborn
Authorized Signor

Richard Welborn CFO
Print Name and Title

2 day of May, 2014

ATTEST:

Albert Wergly
Corporate Secretary or other person
authorized to attest Secretary

(CORPORATE SEAL)



Exhibit A – Statement of Work

Mythics and County agree that Mythics shall provide the following work under this Agreement:

1. Project Request

Mythics represents that the Application Software and related services provided under this Agreement will provide the functionality and solution stated in the Documentation and this Statement of Work.

2. Background

Mythics will be providing the Application Software identified herein for the benefit of County, which Application Software may be integrated, customized, hosted, updated, maintained, and otherwise facilitated with respect to any implementation or day-to-day operations by any third-party implementer or hosting provider, including without limitation Cedar Crestone, Inc. and /or Sierra Systems, Inc., in connection with the Enterprise Resource Planning solution for County.

3. Technical Approach

Mythics will provide the following Application Software listed on Schedule 1 attached hereto under this Agreement.

4. Support and Maintenance

Support and Maintenance Services will be provided by Mythics, either directly or through the Application Software provider, in accordance with Exhibit C as well as the applicable technical support terms for the applicable Application Software.

As of the Effective Date of this Agreement, County is acquiring the Oracle Communications Network Software Premier Support (or, if County is not eligible for Premier Support based upon the then-current release level of the applicable Software, then the highest level of support available for the County's then-current release level for the applicable Software) for the Oracle products listed above (and, if elected by County, for any Optional Services including additional Application Software as County may elect to acquire). County may, at any time, elect to modify, increase, or decrease that level of support and shall document said change through an appropriate Work Authorization. Upon any such change in level of support, the applicable fees for the modified support and maintenance shall be pro-rated for the relevant period(s).

5. Optional Services, Additional Software/Licenses:

a. Transition & Disentanglement Services

The parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Mythics to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to County, to the extent applicable) without any unnecessary interruption or adverse impact on County operations ("Disentanglement") is a critical objective of the parties and a material

obligation of Mythics under this Agreement. All obligations of Mythics under this Agreement shall be construed consistent with this objective.

At request of County, Mythics shall provide prompt, good faith, and reasonable assistance to County in disentangling County data, business, and operations from the Application Software and, to the extent applicable, transitioning to a new software, system, or provider.

b. Additional Software

County may from time to time purchase any additional software products, licenses, support and maintenance, or other services as may be permitted under the GSA Contract (including any extensions or modifications thereto), including without limitation any of the additional Application Software modules in Schedule 2 at the rates stated therein which prices shall be held for a period of two (2) years from the Effective Date of this Agreement. If and to the extent the County so elects, County's Purchasing Director shall execute a Work Authorization to purchase additional items, subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.

c. Additional Users

Additional Users may be added to any of the Application Software which are specified in Section 3 above as limited to the number of users. The County may elect as part of Optional Services to add any amount of additional users to those modules at the per user prices listed in Exhibit B. If and to the extent the County so elects, County's Purchasing Director shall execute a Work Authorization to purchase the additional user rights, subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.

d. Professional Services

County may from time to time purchase any professional services (such as consulting, training, or other hourly services) at the rates stated in Exhibit B. If and to the extent the County so elects, County's Purchasing Director shall execute a Work Authorization to purchase additional items, subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.

6. Definitions and Terms Applicable to Schedule 1 and Schedule 2

The following definitions and terms are applicable to attached Schedules 1 and 2:

Enterprise Employee

Enterprise Employee is defined as (i) all of County's full-time, part-time, temporary employees, and (ii) all of County's agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if County elects to

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

Enterprise \$M in Operating Budget

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

Price Hold

For a period of two (2) years from the effective date of the agreement County may order any of the programs specified in Schedule 2 as Optional Software provided such programs are available in production release when ordered and provided that County has continuously maintained Software License & Support for the programs and or services listed on Schedule 1, by paying Mythics the designated fees. County may also acquire first year Software Updates License & Support for such programs by paying Mythics the appropriate fees specified on the above referenced Schedule 2. County acknowledges and agrees that the rights granted herein shall only be applicable for County. Upon County's exercise of this option, where shipment is required, Mythics (directly, or through Oracle) shall deliver 1 copy of the software media and 1 set of program documentation (in the form generally available). The pricing for the programs listed in Schedule 2 is valid provided that on the date County orders any of the programs in Schedule 2, the actual dollar amount of Enterprise \$M in Operating Budget is no greater than \$1,600 M and/or the number of Enterprise Employee is no greater than 7,000. Should the Enterprise \$M in Operating Budget increase over \$1,600 M and/or the Enterprise Employee

increase over 7,000, then the number of additional program licenses to be ordered is equal to the number of Enterprise Employee and/or the actual dollar amount of Enterprise \$M in Operating Budget as of the order date less the total number of the licensed quantity (under this ordering document or other ordering documents) rounded up to the next increment as outlined on the attached Expansion Exhibit. Each order placed pursuant to this section must be at least \$200,000.00 in net license fees. County's purchase on any such order of programs and/or license types that are not listed on Schedule 2 will count towards this minimum purchase amount.

Expansion

If County exceeds its licensed quantity, County must order the programs (and first year Software Update License & Support for the programs) at the appropriate license and support fees specified in the Expansion Exhibit to be provided by Mythics. The number of additional program licenses to be ordered is equal to the actual quantity of Enterprise Employee/Enterprise \$M Operating Budget as of the order date total less the total licensed quantity (under this order or other orders) rounded up to the next increment on the attached Expansion Exhibit. The license definitions and program specific terms contained in this Agreement will apply to program licenses ordered pursuant to this section. Oracle has no delivery obligation for program licenses ordered pursuant to this section. The license definitions and program specific terms contained in this document and the License Definitions and Rules (if applicable), which are available at <http://partner.oracle.com>, will apply to program licenses ordered pursuant to this section.

Expansion Exhibit B

Within thirty (30) days of the Effective Date of this Agreement, Mythics will provide an Expansion Schedule with fixed pricing for any additional license fees that may be due in the event County exceeds the current employee usage and operating budget thresholds set forth above.

Schedule 1 – Application Software

Line Item	Oracle Product Description	Term	Oracle License Type	Number of Licenses	Extended License Price	Extended Support Price (1 Year)
FINANCIAL PRODUCTS						
1	* PeopleSoft Interaction Hub	Perpetual	Enterprise \$M Operating Budget	1	\$21,700.00	\$4,774.00
2	* PeopleSoft Financials	Perpetual	Enterprise \$M Operating Budget	1	\$198,772.00	\$43,729.84
3	* Expenses	Perpetual	Enterprise \$M Operating Budget	1	\$36,890.00	\$8,115.80
4	* Financials Portal Pack	Perpetual	Enterprise \$M Operating Budget	1	\$11,284.00	\$2,482.48
HUMAN RESOURCES PRODUCTS						
5	* Human Resources	Perpetual	Enterprise Employee	1	\$66,854.38	\$14,707.96
6	* Payroll for North America	Perpetual	Enterprise Employee	1	\$81,309.38	\$17,888.06
7	* Benefits Administration	Perpetual	Enterprise Employee	1	\$30,716.88	\$6,757.71
8	* Enterprise Learning Management	Perpetual	Enterprise Employee	1	\$37,944.38	\$8,347.76
9	* Succession Planning	Perpetual	Enterprise Employee	1	\$25,296.25	\$5,565.18
10	* ePerformance	Perpetual	Enterprise Employee	1	\$37,944.38	\$8,347.76
11	* eCompensation	Perpetual	Enterprise Employee	1	\$12,648.13	\$2,782.59
12	* HCM Portal Pack	Perpetual	Enterprise Employee	1	\$4,336.50	\$954.03
13	* Time and Labor	Perpetual	Enterprise Employee	1	\$39,751.25	\$8,745.28
SUPPLY CHAIN MANAGEMENT PRODUCTS						
14	* eProcurement	Perpetual	Enterprise \$M Operating Budget	1	\$73,780.00	\$16,231.60
15	* Purchasing	Perpetual	Enterprise \$M Operating Budget	1	\$40,796.00	\$8,975.12
16	* eSupplier Connection	Perpetual	Enterprise \$M Operating Budget	1	\$28,210.00	\$6,206.20
17	* Strategic Sourcing	Perpetual	Enterprise \$M Operating Budget	1	\$55,552.00	\$12,221.44
18	* Supplier Contract Management	Perpetual	Enterprise \$M Operating Budget	1	\$36,890.00	\$8,115.80
19	* Supply Chain Portal Pack	Perpetual	Enterprise \$M Operating Budget	1	\$11,284.00	\$2,482.48
20	* Inventory	Perpetual	Enterprise \$M Operating Budget	1	\$52,948.00	\$11,648.56
ESA PRODUCTS						
21	* Project Costing	Perpetual	Enterprise \$M Operating Budget	1	\$36,890.00	\$8,115.80
22	* Grants	Perpetual	Enterprise \$M Operating Budget	1	\$26,040.00	\$5,728.80
23	* Contracts	Perpetual	Enterprise \$M Operating Budget	1	\$27,776.00	\$6,110.72
24	* ESA Portal Pack	Perpetual	Enterprise \$M Operating Budget	1	\$11,284.00	\$2,482.48
ENTERPRISE PERFORMANCE MANAGEMENT APPLICATIONS						
25	* Hyperion Planning Plus	Perpetual	Enterprise \$M Operating Budget	1	\$121,520.00	\$26,734.40
26	* Hyperion Public Sector Planning and Budgeting	Perpetual	Enterprise \$M Operating Budget	1	\$69,440.00	\$15,276.80
27	* Hyperion Financial Data Quality Management	Perpetual	Enterprise \$M Operating Budget	1	\$95,480.00	\$21,005.60
28	* Hyperion Financial Data Quality Management Adapter Suite	Perpetual	Enterprise \$M Operating Budget	1	\$17,360.00	\$3,819.20
ASSET LIFECYCLE MANAGEMENT						
29	* IT Asset Management	Perpetual	Enterprise \$M Operating Budget	1	\$11,284.00	\$2,482.48
BUSINESS INTELLIGENCE PRODUCTS						
30	Business Intelligence Foundation Suite	Perpetual	Named User Plus	320	\$423,360.00	\$93,139.20
31	* Data Integrator and Application Adapter for Data Integration	Perpetual	Named User Plus	320	\$79,488.00	\$17,487.36
32	* Financial Analytics Fusion Edition	Perpetual	Enterprise \$M Operating Budget	1	\$86,800.00	\$19,096.00
33	* Procurement and Spend Analytics Fusion Edition	Perpetual	Enterprise \$M Operating Budget	1	\$86,800.00	\$19,096.00

Line Item	Oracle Product Description	Term	Oracle License Type	Number of Licenses	Extended License Price	Extended Support Price (1 Year)
34	* Human Resources Analytics Fusion Edition	Perpetual	Enterprise Employee	1	\$54,206.25	\$11,925.38
35	* Projects Analytics	Perpetual	Enterprise \$M Operating Budget	1	\$86,800.00	\$19,096.00
UPK						
36	Oracle User Productivity Kit Professional	Perpetual	UPK Developer	8	\$51,800.00	\$11,396.00
37	Oracle User Productivity Kit Professional	Perpetual	Employee	7000	\$129,500.00	\$28,490.00

TOTAL: \$2,320,735.75

Schedule 2 – Optional Software

Line Item	Oracle Product Description	Term	Oracle License Type	Number of Licenses	Extended License Price	Extended Support Price (1 Year)
1	WebCenter Content	Perpetual	Processor	1	\$82,972.50	\$18,253.95
2	HelpDesk for Human Resources	Perpetual	Enterprise Employee	1	\$96,642.00	\$21,261.24
3	Catalog Management	Perpetual	Enterprise \$M Operating Budget	1	\$90,916.80	\$20,001.70
4	eSettlements	Perpetual	Enterprise \$M Operating Budget	1	\$41,009.28	\$9,022.04
5	Treasury	Perpetual	Enterprise \$M Operating Budget	1	\$65,769.60	\$14,469.31
6	Advanced Controls for PeopleSoft	Perpetual	Enterprise \$M Operating Budget	1	\$334,651.20	\$73,623.26
7	Program Management	Perpetual	Enterprise \$M Operating Budget	1	\$65,769.60	\$14,469.31
8	Oracle Enterprise Governance, Risk, and Compliance Manager	Perpetual	Enterprise \$M Operating Budget	1	\$165,391.20	\$36,386.06
9	Mobile Inventory Management	Perpetual	Enterprise \$M Operating Budget	1	\$103,490.40	\$22,767.89
10	PeopleSoft Enterprise UPK Planning and Budgeting (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$14,000.00	\$3,080.00
11	PeopleSoft Enterprise UPK Expenses (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$14,000.00	\$3,080.00
12	PeopleSoft Enterprise UPK Contracts (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$28,000.00	\$6,160.00
13	PeopleSoft Enterprise UPK Asset Management (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$14,000.00	\$3,080.00
14	PeopleSoft Enterprise UPK General Ledger (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$14,000.00	\$3,080.00
15	PeopleSoft Enterprise UPK Grants (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$14,000.00	\$3,080.00

Line Item	Oracle Product Description	Term	Oracle License Type	Number of Licenses	Extended License Price	Extended Support Price (1 Year)
16	PeopleSoft Enterprise UPK Payables (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$14,000.00	\$3,080.00
17	PeopleSoft Enterprise UPK Project Costing (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$14,000.00	\$3,080.00
18	PeopleSoft Enterprise UPK Receivables (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$28,000.00	\$6,160.00
19	PeopleSoft Enterprise UPK for Cash Management (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$14,000.00	\$3,080.00
20	PeopleSoft User Enterprise Productivity Kit for eSettlements (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$7,040.00	\$1,548.80
21	PeopleSoft UPK for Interaction Hub (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$28,000.00	\$6,160.00
22	PeopleSoft Enterprise UPK Inventory (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$28,000.00	\$6,160.00
23	PeopleSoft Enterprise UPK Purchasing (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$28,000.00	\$6,160.00
24	PeopleSoft Enterprise UPK eProcurement (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$14,000.00	\$3,080.00
25	PeopleSoft Enterprise UPK for Strategic Sourcing (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$14,000.00	\$3,080.00

Line Item	Oracle Product Description	Term	Oracle License Type	Number of Licenses	Extended License Price	Extended Support Price (1 Year)
26	PeopleSoft UPK for Supplier Contract Management (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$3,520.00	\$774.40
27	PeopleSoft Enterprise User Productivity Kit for eBill Payment (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$7,040.00	\$1,548.80
28	PeopleSoft Enterprise UPK Absence Management (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$28,000.00	\$6,160.00
29	PeopleSoft Enterprise UPK Benefits Administration (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$14,000.00	\$3,080.00
30	PeopleSoft Enterprise UPK Human Resources (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$28,000.00	\$6,160.00
31	PeopleSoft Enterprise UPK Payroll for North America (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$28,000.00	\$6,160.00
32	PeopleSoft Enterprise UPK Time & Labor (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$14,000.00	\$3,080.00
33	PeopleSoft Enterprise UPK eBenefits (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$7,040.00	\$1,548.80
34	PeopleSoft Enterprise UPK eCompensation Manager Desktop (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$7,040.00	\$1,548.80
35	PeopleSoft Enterprise UPK ePay (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$7,040.00	\$1,548.80

Line Item	Oracle Product Description	Term	Oracle License Type	Number of Licenses	Extended License Price	Extended Support Price (1 Year)
36	PeopleSoft Enterprise UPK ePerformance (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$14,000.00	\$3,080.00
37	PeopleSoft Enterprise UPK eProfile (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$7,040.00	\$1,548.80
38	PeopleSoft UPK for Global Payroll Core (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$14,000.00	\$3,080.00
39	UPK for Hyperion Financial Management Plus (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$28,000.00	\$6,160.00
40	UPK for Hyperion Planning Plus (over 4K employees and/or over \$1 billion in revenue)	Perpetual	UPK Module	1	\$28,000.00	\$6,160.00

Exhibit B – Payment Schedule

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal term, unless the contrary is expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Application Software License Fees

License Fees, including any Additional Users and election of additional Software modules (through Optional Services), for Oracle software as identified on Exhibit A will be provided at the rates stated in Schedule 1 attached thereto.

Support and Maintenance Services Fees (Not to Exceed Amounts):

If County elects Support and Maintenance services for any annual period, the annual rates shall not exceed the amounts set forth below, which shall be invoiced quarterly in arrears:

Specific Support and Maintenance Services	Annual Fee
Year 1 Support:	\$ 510,561.87
Year 2 Support:	\$ 510,561.87
Year 3 Support:	\$ 510,561.87
Year 4 Support:	\$ 510,561.87
Year 5 Support:	\$ 510,561.87
Year 6 Support (if renewed):	\$ 530,984.34
Year 7 Support (if renewed):	\$ 552,223.71
Year 8 Support (if renewed):	\$ 574,312.66
Year 9 Support (if renewed):	\$ 597,285.17
Year 10 Support (if renewed):	\$ 621,176.57
Total (if renewed for additional 5 years):	\$ 7,749,527.53

Any travel expenses or fees incurred by Mythics under this Agreement shall be the sole responsibility of Mythics, unless otherwise expressly stated. The parties agree the Support and Maintenance Services fees may increase after the terms stated above by no more than 4% on an annual basis.

Optional Services or Additional Software/Licenses (including Professional Services)

Description	Unit/Term	Invoicing	Fee
Consulting (including Transition & Disentanglement Services)	Hourly	Monthly in arrears	Principal Engineer: \$216.89/hour Senior Engineer: \$177.07/hour Senior Principal: \$249.12/hour
Additional Training	Hourly	Monthly in arrears	Same as above or as otherwise agreed by the Parties
Additional Software	As stated in Ex. A, Schedule 2	Upon Final Acceptance	As stated in Schedule 2 attached to Exhibit A

Exhibit C - Support and Maintenance Services

Mythics will provide Support and Maintenance Services through the Oracle Software Technical Support provided by Oracle in accordance with the applicable terms of the Oracle Software Technical Support Policies (current version attached hereto), pursuant to the GSA Contract at Appendix I, subsection E. As stated therein, the technical support policies are subject to change at Oracle's discretion, but will not result in a material reduction in the level of services provided for supported programs during the term of this Agreement.

Oracle Software Technical Support Policies

Effective Date: 3-February-2014

Table of Contents

1. [Overview](#)
2. [Support Terms](#)
3. [Lifetime Support](#)
4. [Oracle Technical Support Levels](#)
5. [Web-Based Customer Support Systems](#)
6. [Tools Used to Perform Technical Support Services](#)
7. [Global Customer Support Security Practices](#)
8. [Severity Definitions](#)
9. [Hyperion and Agile Specific Support Terms](#)
10. [Contact Information](#)

1. Overview

Unless otherwise stated, these Software Technical Support Policies apply to technical support for all Oracle software product lines.

"You" and "your" refers to the individual or entity that has ordered technical support from Oracle or an Oracle-authorized distributor.

To receive technical support as provided by Oracle Support Services ("OSS") as described in these Oracle Software Technical Support Policies, all programs must be properly licensed.

Technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on a certified hardware, database and operating system configuration, as specified in your order or program documentation.

Product release and supported platforms information for all Oracle programs, other than Phase Forward and Nimbula programs, is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below. Product release and supported platforms information for Phase Forward and Nimbula programs will be provided to you in writing.

Oracle will provide technical support in accordance with Oracle's services privacy policy available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html>.

These Technical Support Policies may be referred to in former PeopleSoft agreements as the "Software Support Services Terms and Conditions", in former Siebel agreements as the "Maintenance Services Policy", in former Hyperion agreements as the "Standard Maintenance Program", in former Agile agreements as the "product support policy", in former BEA agreements as the "Support Services" policies, in former Haley agreements as the "Support Maintenance Agreement", in former mValent agreements as the "Maintenance and Technical Support Agreement", in former AmberPoint agreements as the "Maintenance and Support Schedule 2.0", and in former Phase Forward agreements as the "Phase Forward Licensee Support Services Policy."

These Technical Support Policies are subject to change at Oracle's discretion; however Oracle policy changes will not result in a material reduction in the level of the services provided for supported programs during the support period (defined below) for which fees for technical support have been paid.

To view a comparison of these Oracle Software Technical Support Policies and the previous version of the Oracle Software Technical Support Policies, please refer to the attached [Statement of Changes](#) (PDF).

2. Support Terms

Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant ordering document or financing or payment contract with Oracle or an Oracle affiliate. Your commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of support.

Support Period

Technical support is effective upon the effective date of your ordering document unless stated otherwise in your ordering document. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the ordering document, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). All technical support services ordered for a support period and the related fees are non-cancelable and non-refundable. Oracle is not obligated to provide technical support beyond the end of the support period.

License Set

A license set consists of (i) all of your licenses of a program, including any options* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Enterprise Manager* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, (ii) all of your licenses of a program that share the same source code**, (iii) for Crystal Ball programs, the same licenses of a program contained on a single order, or (iv) for Oracle Java Embedded Binary programs, all of the distributed units of each unique Java application product licensed pursuant to the Java BLRA agreement between you and Oracle. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

*As specified on Oracle's price list.

**Programs that share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition.
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, WebLogic Server Enterprise Edition, WebLogic Server Standard Edition, WebLogic Suite, and Web Tier.
- Oracle FLEXCUBE Core Banking programs
- Oracle FLEXCUBE Universal Banking for Retail programs
- Oracle FLEXCUBE Universal Banking for Corporate programs
- Oracle FLEXCUBE Lending & Leasing programs
- Oracle Daybreak programs
- Oracle Banking programs

If you are an Oracle partner and provide first line support to an end user (e.g., Embedded Software License ("ESL"), Application Specific Full Use ("ASFU"), or any other Oracle authorized provision of first line support), a license set consists of all of the end user's licenses of the program(s) embedded or included in the Application Package pursuant to the ESL Distribution Agreement, ASFU Distribution Agreement, or other distribution agreement between you and Oracle. If the end user also has Full Use licenses supported directly by you, then those Full Use licenses must also be supported at the same level as the ASFU or ESL licenses.

If Oracle is providing first line support for all of an end user's ASFU and Full Use licenses, then both the ASFU and Full Use licenses must be supported at the same level. However, if Oracle is providing first line support for an

end user's Full Use licenses and you are providing first line support for the ASFU and/or ESL licenses, then the licenses would not be considered part of the same license set.

Matching Service Levels

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support, Oracle Communications Network Premier Support or unsupported). If you add Extended Support, you still must maintain Software Update License & Support for the entire license set; subject to availability, you must acquire Extended Support for all licenses of a particular version release of a program if you acquire Extended Support for any license in such version release. You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

Reinstatement of Oracle Technical Support

If technical support lapses or was not originally purchased with a program license, a reinstatement fee will be assessed. The reinstatement fee is computed as follows: a) if technical support lapsed, then the reinstatement fee is 150% of the last annual technical support fee you paid for the relevant program; b) if you never acquired technical support for the relevant programs, then the reinstatement fee is 150% of the net technical support fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. The reinstatement fee in (a) shall be prorated from the date technical support is ordered back to the date technical support lapsed. The reinstatement fee in (b) shall be prorated back to the original program license order date.

In addition to the reinstatement fee described above, you must pay the technical support fee for the support period. This technical support fee is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

If you previously acquired technical support from an Oracle-authorized distributor and are now acquiring technical support directly from Oracle, an uplift may be added to the reinstatement fee and your technical support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an ordering document is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply.

Pricing following Reduction of Licenses or Support Level

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be reduced below the previous support fees paid for the licenses continuing to be supported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.

Custom Application Bundles

Technical support may not be discontinued for a single program module within a custom application bundle.

Unsupported Programs

Customers with unsupported programs are not entitled to download or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported programs. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for technical support services. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Oracle supported programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

With the order of Software Update License & Support, you may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per license set, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

Oracle may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

Program Updates

Update means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available (as determined by Oracle) and may not include all versions previously available for a program acquired by Oracle. Oracle is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

Payment Plan, Financing, and Leasing Agreements

Technical support fees due under payment plans, financing or leasing agreements between you and Oracle or an Oracle affiliate ("payment plan") are due and payable in accordance with the terms and conditions of such payment plan, but the technical support shall be ordered pursuant to the terms of the applicable ordering document.

Right to Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases and, therefore, Oracle reserves that right. However, program releases that are expressly identified within Oracle's Lifetime Support policy will be governed by the terms of the Lifetime Support Policy. Desupport information is subject to change.

First and Second Line Support

You are required to establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the supported programs, you may contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to

provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support; however please do not provide Oracle with access to any health, payment card, or other sensitive data that requires protections greater than those specified in the Global Customer Support Security Practices Section below.

Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects as described in the associated documentation.

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

Third Party Vendor-Specific Support Terms

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified and supported product, application, hardware platform, framework, database, and/or operating system configuration to continue receiving technical support services from Oracle.

Technical Support for Development, Demonstration and End User Licenses

Technical support for Development and/or Demonstration licenses is provided through your membership in the Oracle PartnerNetwork. Before you may provide technical support for a program you have licensed to an end user you must, in addition to the technical support you may receive for Development and/or Demonstration licenses, acquire technical support for such program from Oracle and continuously maintain it for as long as you provide support to the end user.

3. Lifetime Support

Lifetime Support consists of the following service levels:

- Premier Support (also referred to as, and will be documented on your ordering document as, "Software Update License & Support")
- Extended Support (if offered)
- Sustaining Support

A description of the services available under Premier Support, Extended Support and Sustaining Support is included in the Oracle Technical Support Levels section below.

When offered and except as noted below, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available. If offered, support may be extended for an additional three years with Extended Support for specific releases. Except as noted below, in addition to the technical support fee, an Extended Support fee applies for each support period for which Extended Support is purchased.

Alternatively, and if offered, support may be extended with Sustaining Support, which will be available for as long as you maintain technical support for your Oracle program licenses.

For specific programs that are, or will be covered by the Lifetime Support Policy, service levels offered, and timeframes refer to the following:

- For server technology programs view "[Lifetime Support Policy: Coverage for TechnologyProducts](#)" (PDF)
- For fusion middleware programs view "[Lifetime Support Policy: Coverage for Fusion Middleware](#)" (PDF)
- For application programs view "[Lifetime Support Policy: Coverage for Applications](#)" (PDF)
- For retail application programs view "[Lifetime Support Policy: Coverage for Retail Applications](#)" (PDF)

- For Sun software and operating system products view "[Lifetime Support Policy: Coverage for Sun Software and Operating System Products](#)" (PDF)
- For Oracle Linux program releases view "[Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM](#)" (PDF)
- For OFSS programs view "[Lifetime Support Policy: Coverage for Oracle Financial Services Software](#)" (PDF)

Exceptions - For customers with a current support contract running:

1. **PeopleTools.** The PeopleTools program, provided in conjunction with a PeopleSoft application program release, will be supported for as long as such application program release is supported. Patches and platform certifications for a PeopleTools minor release will be provided until 12 months after the next minor release is made generally available or Oracle announces that no future releases will be made; critical patch updates for a PeopleTools minor release may be provided for up to 24 months after the next minor release is made generally available.

You must apply PeopleTools minor releases in order to continue to receive Premier or Extended Support, if offered, for a PeopleSoft application program release. You may be required to apply PeopleTools minor releases to remain current with versions of third party technologies and products as supported by the provider of the third party product.

PeopleSoft application maintenance, which includes but is not limited to: images, patches, bundles, and maintenance packs, may require an upgrade to a newer version of PeopleTools.

Oracle reserves the right to make changes to the third party products included in the PeopleTools program release which includes but is not limited to: (i) requiring newer versions of the third party products, (ii) changing the way in which third party products are packaged and distributed and (iii) replacing or remediating one or more third party products.

2. **Oracle Database 11gR2:** The Extended Support fee has been waived for the period of February 2015 – January 2016. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels section below.
3. **Oracle Database 10gR2:** Except as otherwise specified in the table below, Extended Support will be made available at Oracle's then current Extended Support pricing from: August 2013 – July 2015. Extended Support for Oracle Database 10gR2 will be limited to Severity 1 fixes only; critical patch updates will not be made available.

For customers running Oracle Database 10gR2 on:

Platform	
Fujitsu BS2000	The Extended Support fee will be waived from August 2010 – July 2014.
HP OpenVMS on Itanium	The Extended Support fee will be waived from August 2010 – July 2015. For the period of August 2015 – July 2017, Extended Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
IBM z/OS	After July 2013, Extended Support will continue to be available at Oracle's then-current Extended Support fees. Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Linux Itanium and	For the period of August 2013 – December 2015, Extended

Windows Itanium	Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
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4. **HP-UX and Itanium-2 Processor:** The following Extended Support exceptions apply to those customers running the supported Oracle program releases on certified OS versions of the HP-UX on the Itanium-2 processor based platform:

Oracle Program Release	
Oracle Database 10gR2	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of August 2013 – December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Oracle Database 11gR1	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of September 2015 – December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Oracle Database 11gR2	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2020. For the period of February 2018 – December 2020, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
WebLogic Server 9.2	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of December 2013 - December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Tuxedo 9.1	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of July 2014 - December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.

5. **Oracle e-Business Suite:**

- a) **Oracle e-Business Suite Extended Support:** The Extended Support fee has been waived for the Oracle program releases and periods stated below.

Oracle Program Release	The Extended Support Fee will be waived from:
Oracle e-Business Suite 12.0	February 2012 – January 2015
Oracle e-Business Suite 12.1	January 2017 – December 2019

- b) **Oracle e-Business Suite 11.5.10 Sustaining Support:** For Sustaining Support for Oracle e-Business Suite 11.5.10, provided from December 2013 – December 2015, Oracle will continue to provide: Severity 1 fixes, critical patch updates and United States Tax Form 1099 updates for the 2013 and 2014 tax years. During this period, payroll regulatory tax updates will only be provided for the countries and tax years specified below.

Country	2013 Tax Year	2014 Tax Year
United States and Canada	January 1, 2013 – December 31, 2013	January 1, 2014 – December 31, 2014
United Kingdom	N/A	April 6, 2013 – April 5, 2014
Australia	N/A	July 1, 2013 – June 30, 2014

6. **PeopleSoft Enterprise 9.0 and PeopleSoft Enterprise 9.1:** The Extended Support fee will be waived for the entire Extended Support period.
7. **JD Edwards EnterpriseOne and JD Edwards World:**
 - a. **JD Edwards EnterpriseOne 9.0, JD Edwards EnterpriseOne 9.0 Update 2 (i.e., 9.0.2) and/or JD Edwards EnterpriseOne 9.1 releases:** The Extended Support fee will be waived for the entire Extended Support Period. Please review the Lifetime Support policy for Extended Support timeframes.
 - b. **JD Edwards World A9.1:** The Extended Support fee will be waived from: May 2013 – April 2015.
 - c. **JD Edwards World A9.2, JD Edwards World A9.2.1, and/or JD Edwards World A9.3:** The Extended Support fee will be waived for the entire Extended Support period. Please review the Lifetime Support policy for Extended Support timeframes.

4. Oracle Technical Support Levels

Software Update License & Support

Program releases in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support. Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support and/or Bitzer Mobile Support Portal (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Current licensees of MySQL Classic Edition Annual Subscription, MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription or MySQL Standard Edition Annual Subscription ("MySQL Subscription"), may receive Software Update License & Support (SULS) for MySQL Community Edition,* except that SULS for MySQL Community Edition does not include Updates of any kind. MySQL Community Edition may not contain all of the features and functionality of the programs contained in the MySQL Subscription. (*Community Edition refers to MySQL licensed under the GPL license.)
- For Oracle VM VirtualBox Enterprise, Software Update License & Support (SULS) is limited to the platforms specified [here](#). SULS is not available for Oracle VM VirtualBox Enterprise features noted as experimental; such features are specified in the Oracle VM VirtualBox User Manual located [here](#)
- Access to Platinum Services as described at <http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf>
- Non-technical customer service during normal business hours
- For Bitzer Mobile, web-based support is provided through Bitzer Mobile Support Portal. For all other Oracle programs web-based support is provided through My Oracle Support.

Software Update License & Support for the Audit Vault and Database Firewall program (formerly the Database Firewall and Database Firewall Management Server programs) consists of:

- The Software Update License & Support described above except that fixes specific to Oracle Linux are subject to Note #1 below
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware Certification²
- Backport of fixes¹, using commercially reasonable efforts, for any Oracle Linux program released from Oracle for a period of six (6) months from the date the next release of the Oracle Linux program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>

Notes:

1. Oracle will only provide bug fixes for certain versions of the Oracle Linux programs as provided on <http://linux.oracle.com/supported.html>.
2. Hardware certification will be provided for the first six (6) years from the data a release of the Oracle Linux program becomes generally available. After six (6) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.

Limited Software Update License & Support is available for the Phase Forward programs. The limited Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Assistance with service requests during normal business hours
- Ability to log service requests as specified in the following link:
<http://www.oracle.com/us/corporate/Acquisitions/phaseforward/support-176416.html>
- Non-technical customer service during normal business hours

Limited Software Update License & Support is available for the Bitzer Mobile programs. The limited Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates (availability may vary by program)
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates (availability may vary by program)
- Assistance with service requests during normal business hours
- Ability to log service requests as specified in the following link:
<http://www.oracle.com/us/corporate/acquisitions/bitzermobile/support/index.html>
- Non-technical customer service during normal business hours

Extended Support

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program. Unless otherwise stated in the section, supported program releases eligible for Extended Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support does not include:

- Certification with new third party products/versions

Extended Support for Java SE - Java SE program releases eligible for Extended Support will receive Java SE Support limited to the following:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support for Oracle Linux - Extended Support is not available for the Oracle Linux programs.

Sustaining Support

Sustaining Support will be available after Premier Support expires. As program releases under Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited. Unless otherwise stated in this section, program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during the (i) Premier Support period, (ii) Extended Support period for those customers who acquired Extended Support. Customers who do not maintain Extended Support but acquire Sustaining Support will receive the items listed in (i) immediately above, as well as items listed in (ii) but only after the Extended Support period ends.
- Tax, legal, and regulatory updates created during the Premier Support period (availability may vary by country and/or program)
- Upgrade scripts created during the Premier Support period (availability may vary by program)
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal, and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Sustaining Support for Oracle Linux - Oracle Linux program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Access to patches, fixes, and security alerts created during the Premier Support period

Sustaining Support for the Oracle Linux programs does not include:

- Access to new patches, fixes, and security alerts

- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes

Sustaining Support for Java SE - Java SE program releases eligible for Sustaining Support will receive Java SE Support limited to the following:

- Minor updates and bug and security fixes created during the (i) Premier Support period, (ii) Extended Support period for those customers who acquired Extended Support. Customers who do not maintain Java SE Extended Support but acquire Java SE Sustaining Support will receive the items listed in (i) immediately above, as well as items listed in (ii) but only after the Extended Support period ends.
- Upgrade tools created during the Premier Support period
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support for the Java SE program releases does not include:

- New minor updates and bug and security fixes
- New upgrade tools
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Sustaining Support for Nimbula – Nimbula program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Access to existing program updates and fixes only (i.e., new program updates and fixes will not be provided)
- Assistance with service requests during normal business hours.
- Ability to log service requests via the following email: Nimbula-Support_WW@oracle.com
- Non-technical customer service during normal business hours

Sustaining Support for the Nimbula program releases does not include:

- Access to new program updates and fixes
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

Oracle Communications Network Software Premier & Sustaining Support

Oracle Communications Network Software Premier Support is available for the following program categories (collectively "Oracle Communications Network Software"): Oracle Communications EAGLE, Oracle Communications Performance Intelligence Center, Oracle Communications Diameter Signaling Router, Oracle Communications Policy Management and Oracle Communications Subscriber Data Management. Oracle Communications Network Software Premier Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Certification with most new third-party products/versions (availability may vary by program)
- Remote installation of Oracle Communications Network Software
- Assistance with service requests 24 hours per day, 7 days a week
- Ability to log service requests as specified in the following link:
<http://www.oracle.com/us/corporate/acquisitions/tekelec/support/index.html>
- Non-technical customer service during normal business hours

For Oracle Communications Network Software Premier Support only, reasonable efforts will be made to respond to service requests per the Response Times set forth in the guidelines below; however, Oracle's failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle's discretion.

Severity Level	Response Time ¹	Remote Restoration Time ¹	Resolution Time ¹
Severity 1	15 minutes	6 hours	30 calendar days
Severity 2	15 minutes	48 hours	30 calendar days
Severity 3	N/A	N/A	180 calendar days

1. For purposes of the above table, the following definitions apply:

- Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.
- Remote Restoration Time - The elapsed time beginning when Oracle achieves remote access to the applicable program and when Oracle notifies you that a solution has been offered. The Remote Restoration Time frames do not apply if program code changes are required.
- Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

Certain Oracle Communications Network Software program releases may be eligible to receive Oracle Communications Network Software Sustaining Support. Oracle Communications Network Software Sustaining Support consists of:

- Program Updates
- Fixes and security alerts created during the Premier Support period
- Assistance with service requests 24 hours per day, 7 days a week
- Ability to log service requests as specified in the following link:
<http://www.oracle.com/us/corporate/acquisitions/tekelec/support/index.html>
- Non-technical customer service during normal business hours

Sustaining Support for the Oracle Communications Network Software program releases does not include:

- New fixes and security alerts
- Remote installation of Oracle Communications Network Software
- Certification with new third party products/versions
- Response Times identified above

Incident Server Support Package

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests, and is available for as long as Premier Support is available for your Oracle licenses. Incident Server Support for a program may only be acquired with the initial program license purchase and, if acquired, may be renewed for subsequent support periods. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time of reinstatement. Incident Server Support is available for the following limited product sets, across all platforms:

- Oracle Database Server Support Package: Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Standard Edition One, Partitioning, Real Application Clusters
- Oracle Application Server Support Package: Internet Application Server Enterprise Edition Internet Application Server Standard Edition, Internet Application Server Java Edition

Incident Server Support Packages are valid for one year from the date of purchase. Any unused service request(s) expire at the end of such term. Access to My Oracle Support expires at the same time the final service request is resolved. Your service request total will not be decreased by the number of service requests initiated for the resolution of a product bug. Incident Server Support includes:

- Access to My Oracle Support (24x7 web-based technical support system), including the ability to log service requests online
- Access to downloadable software patches and patchsets

Oracle Java Development Tools Support

Oracle Java Development Tools Support is available for the following programs: Sun NetBeans, Oracle Enterprise Pack for Eclipse, and Oracle JDeveloper (downloaded from the Oracle Technology Network after June 28, 2005). If you acquire Oracle Java Development Tools Support, you will receive support for all of the programs included above.

Oracle Java Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Java Development Tools support does not include upgrades to new program releases.

Oracle Solaris Development Tools Support

Oracle Solaris Development Tools Support is available for the following programs: Oracle Solaris Studio and Oracle Solaris Studio Express. If you acquire Oracle Solaris Development Tools Support, you will receive support for all of the programs included above.

Oracle Solaris Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Solaris Development Tools Support does not include upgrades to new program releases or access to Oracle Solaris updates, fixes or patches.

Oracle Application Development Framework Essentials Support

Oracle Application Development Framework Essentials Support is available for Oracle Application Development Framework (ADF) Essentials program releases. Oracle Application Development Framework Essentials Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Application Development Framework Essentials Support does not include upgrades to new program releases.

Java SE Support

Java SE Support is available for Java SE program releases. Java SE Support consists of:

- Bug fixes, security fixes and minor updates
- Upgrade tools

- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

If you acquire Java SE Support, the services described above are in support of licenses you acquired separately. Bug fixes, security fixes and minor updates received as part of the services described above shall be provided under the terms of the appropriate license agreement that you accepted upon downloading and/or installing the Java SE program.

NoSQL Database Community Edition Support

NoSQL Database Community Edition Support is available for NoSQL Database Community Edition program releases. NoSQL Database Community Edition Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

NoSQL Database Community Edition Support does not include upgrades to new program releases.

Service Request Packages

Service Request Packages are made available to members of the Oracle Partner Network. Service Request Packages provide web-based technical support in packages of 10 or 25 service requests, do not include updates, and are not available for all programs. Please contact your OPN Interaction Center (<http://partner.oracle.com/>) for program availability.

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (i) the end of such year, or (ii) the end of your OPN membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

Priority Service

Priority Service is available for program releases receiving Premier, Extended, or Sustaining Support. Priority Service consists of:

- Support Delivery Management. An Oracle Technical Account Manager ("TAM") will be assigned to you for the duration of the term. The TAM will serve as your primary contact for the administration of the services and will communicate with you in a local language (except as noted below).
 - Your TAM shall provide the following support services:
 - Prepare and maintain quarterly service delivery progress reports;
 - Document the contact details for key Oracle contacts, your technical contacts for Oracle Premier Support, and management escalation team ("Customer Contacts") and Oracle's escalation procedures ("Joint Contacts and Escalation Guide");
 - Document the technical specifications of your OPE ("Environment and Configuration Guide"); and
 - Provide access to a customer-specific web portal.
 - Your TAM will also assist with the following:
 - Conduct an orientation for your Customer Contacts;
 - Conduct quarterly service reviews;
 - Maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.
 - Review all Oracle Support Services activity, including service request ("SR") activity in connection with individual SRs logged by you or your Customer Contacts. The review may consist of status reports, next steps, if any, and review of your SR priorities;

- Serve as your designated point of contact for Severity 1 and mutually agreed upon Severity 2 SR (collectively, "Critical SRs"). The TAM will provide assistance in managing Critical SRs as follows:
 - o SR management, prioritization and escalation;
 - o Communicate the status of your SRs to your Customer Contact(s) as requested;
 - o Facilitate communications between Oracle and your Customer Contacts;
 - Facilitate your access to Oracle-sponsored events, as made available to Priority Service customers; and
 - Facilitate your access to monthly web conference sessions delivered in English featuring Oracle products.
- **SR Prioritization.**
 - Oracle will prioritize your SRs above SRs of the same severity level submitted by other Premier Support customers. Reasonable efforts will be made to respond to your SRs per the following guidelines ("Service Request Response Guidelines"):
 - 90% of Severity 1 SRs within one (1) hour (available 24x7);
 - 90% of Severity 2 SRs within two and one half (2.5) local business hours;
 - 90% of Severity 3 SRs within the next local business day; and
 - 90% of Severity 4 SRs within the next local business day.
 - o Oracle will initiate internal escalations for Severity 1 and Severity 2 SRs according to the Service Request Response Guidelines; and
 - o Oracle will prioritize the repair of product defects encountered during the resolution of service requests.

If you purchase Priority Service, you must maintain a current Software Update License & Support contract for all licenses in a license set for which Priority Service has been acquired. If you have maintained Software Update License & Support and want to purchase Priority Service for a license set, the licenses do not need to be migrated to current license metrics to do so.

If you purchase Priority Service, you acknowledge that Oracle's ability to provide services depends on your fulfillment of the following obligations:

- You will designate Customer Contacts and identify by name, phone number, e-mail address and other appropriate contact methods, for each of your Customer Contacts. Only your Customer Contacts may communicate with Oracle regarding the delivery of Priority Services
- You are responsible for applying bug fixes, critical patches and configuration recommendations provided through Oracle Support Services within a commercially reasonable period of time.
- You will assist Oracle to maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

If you renew Priority Service, your renewal fee for such services will be based on the Priority Service pricing policies in effect at the time of renewal. Contractual caps on annual technical support fees, including contractual caps for Software Update License & Support, do not apply to Priority Service, unless expressly stated otherwise in your contract.

Priority Service is not subject to the Reinstatement policies stated above. Priority Service is not available for all programs. Please contact your Support Sales Representative for service availability.

North American Payroll Tax Updates

North American Payroll Tax Updates is available for the following Peoplesoft HRMS Payroll for North America program releases: 8.8 Service Pack 1 and 8.9. Customers who acquire North American Payroll Tax Updates will receive one (1) calendar year of tax updates for the applicable Peoplesoft HRMS Payroll for North America program release. North American Payroll Tax Updates is only available in the following countries: United States, Canada and Puerto Rico.

In order to acquire North American Payroll Tax Updates, your licensed Peoplesoft HRMS Payroll for North American program must be currently supported with Software Update License & Support. North American Payroll Tax Updates will be delivered through My Oracle Support.

North American Payroll Tax Updates may be acquired for the applicable Peoplesoft HRMS Payroll for North America program releases as follows: (i) up to two (2) years from the availability of Sustaining Support for program release 8.9 and (ii) three (3) years from the availability of Sustaining Support for program release 8.8 Service Pack 1. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above.

Global Payroll Legislative Tax Updates

Global Payroll Legislative Updates is available for PeopleSoft HRMS Global Payroll program release 8.9. Customers who acquire Global Payroll Legislative Updates will receive one (1) calendar year of legislative updates for PeopleSoft HRMS Global Payroll program release 8.9. Global Payroll Legislative Updates is only available in the following countries: Australia, New Zealand, Spain, France, Mexico, United Kingdom and India.

In order to acquire Global Payroll Legislative Tax Updates, your licensed PeopleSoft HRMS Global Payroll program must be currently supported with Software Update License & Support. Global Payroll Legislative Tax Updates will be delivered through My Oracle Support.

Global Payroll Legislative Tax Updates may be acquired for up to two (2) years from the availability of Sustaining Support for PeopleSoft HRMS Global Payroll program release 8.9. Global Payroll Legislative Tax Updates are not subject to the Reinstatement policies stated above.

Financials Legislative Updates for Oracle E-Business Suite 11.5.10

Financials Legislative Updates for Oracle E-Business Suite 11.5.10 is available for Oracle E-Business Suite release 11.5.10 cumulative update 2. If you purchase these services, you will receive one (1) calendar year of financials legislative updates for the Oracle E-Business Suite 11.5.10 release.

In order to acquire Financials Legislative Updates for Oracle E-Business Suite 11.5.10, your licensed Oracle E-Business Suite must be currently supported with Software Update License & Support.

The Financials Legislative Updates for Oracle E-Business Suite 11.5.10 service consists of three (3) tiers that can be purchased separately. The tiers are as follows:

Tier 1 - Tier 1 consists of: Severity 1 fixes, critical patch updates and United States Tax Form 1099 updates for the applicable tax year(s). Tier 1 is currently available through December 2015 at no additional fee under Sustaining Support to customers currently supported with Software Update License & Support. Please see the Lifetime Support section above for additional information.

Tier 2 - Tier 2 consists of: Severity 1 fixes, critical patch updates, United States Tax Form 1099 updates for the applicable tax year(s), and financials legislative updates for the following countries: United States, Canada, Mexico, United Kingdom, France, Italy, Netherlands, Germany, Switzerland, South Africa, Spain, Saudi Arabia, United Arab Emirates, Bahrain, Kuwait, Australia, Japan, China, and South Korea. If you purchase Tier 2, your fee for such services will be based on the then-current Tier 2 fee.

Tier 3 - Tier 3 consists of: Severity 1 fixes, critical patch updates, United States Tax Form 1099 updates for the applicable tax year(s), and financials legislative updates for the following countries: United States, Canada, Mexico, United Kingdom, France, Italy, Netherlands, Germany, Switzerland, South Africa, Spain, Saudi Arabia, United Arab Emirates, Bahrain, Kuwait, Australia, Japan, China, South Korea, and additional countries as specified on [My Oracle Support](#) (i.e., "Financials Legislative Updates for Oracle E-Business Suite 11.5.10" [Doc ID 1597513.1]). If you purchase Tier 3, your fee for such services will be based on the then-current Tier 3 fee.

Information on financials legislative updates and applicable countries is available on [My Oracle Support](#) (i.e., "Financials Legislative Updates for Oracle E-Business Suite 11.5.10" [Doc ID 1597513.1]). Financials Legislative Updates for Oracle E-Business Suite 11.5.10 will be delivered through My Oracle Support.

The following applies to Oracle E-Business Suite 11.5.10:

- Oracle will not provide financials legislative updates for Oracle E-Business Suite 11.5.10 any sooner or with any greater scope than what is made available under a subsequent release of Oracle E-Business Suite (e.g., Oracle E-Business Suite release 12 or higher).
- Country-specific financials legislative updates ("localized updates") provided under Tier 2 and Tier 3 will only be made available if such localized updates are also made available in a subsequent release of Oracle E-Business Suite. In the event localized updates are provided for additional countries in a subsequent release of Oracle E-Business Suite, such localized updates for the additional countries will not be provided for Oracle E-Business Suite 11.5.10.
- Due to architectural or other changes between a subsequent release of Oracle E-Business Suite and Oracle E-Business Suite 11.5.10, Oracle may not provide all localized updates for Oracle E-Business Suite 11.5.10 that are made available in a subsequent release of Oracle E-Business Suite.

If you renew Financials Legislative Updates for Oracle E-Business Suite 11.5.10, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual limits on annual technical support fees, including contractual limits for Software Update License & Support, do not apply to Financials Legislative Updates for Oracle E-Business Suite 11.5.10. Financials Legislative Updates for Oracle E-Business Suite 11.5.10 is not subject to the Reinstatement policies stated above.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is available for Oracle E-Business Suite release 11.5.10 cumulative update 2. Customers who acquire Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 will receive one (1) calendar year of payroll legislative updates for the Oracle E-Business Suite 11.5.10 release.

In order to acquire Payroll Legislative Updates for Oracle E-Business Suite 11.5.10, your licensed Oracle E-Business Suite Payroll must be currently supported with Software Update License & Support.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is available for the following countries and tax years:

Country	2014 Tax Year	2015 Tax Year
Australia	See note 1 below	July 1, 2014 – June 30, 2015
United Kingdom	See note 1 below	April 6, 2014 – April 5, 2015
United States	See note 1 below	January 1, 2015 – December 31, 2015
Canada	See note 1 below	Not Available
India	April 1, 2013 – March 31, 2014	April 1, 2014 – March 31, 2015
Japan	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available
Mexico	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available
Republic of Ireland	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available
Saudi Arabia	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available
Singapore	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available
South Korea	January 1, 2014 – December 31, 2014	Not Available

	(includes limited updates for the 2013 tax year; see note 2 below)	
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Notes:

1. For the specified countries and tax years noted above, payroll regulatory updates are provided under Sustaining Support to customers with a current support contract. Please see the Lifetime Support section above for additional information.
2. For the specified countries noted above, payroll regulatory updates provided by Oracle from December 1 – December 31, 2013 for the 2013 tax year are included as part of the Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 service for the 2014 tax year.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 will be delivered through My Oracle Support and will require the latest available HRMS R11i RUP (See [My Oracle Support](#) Doc ID 295406.1).

If you renew Payroll Legislative Updates for Oracle E-Business Suite 11.5.10, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual limits on annual technical support fees, including contractual limits for Software Update License & Support, do not apply to Payroll Legislative Updates for Oracle E-Business Suite 11.5.10. Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is not subject to the Reinstatement policies stated above.

Financial and Payroll Legislative Updates for JD Edwards

Financials and Payroll Legislative Updates for JD Edwards is available for JD Edwards EnterpriseOne program releases XE and 8.0 and JD Edwards World program releases A7.3 and A8.1. If you purchase these services, you will receive one (1) calendar year of financials and payroll legislative updates for the applicable JD Edwards release.

In order to acquire Financials and Payroll Legislative Updates for JD Edwards, your licensed JD Edwards EnterpriseOne and/or JD Edwards World program must be currently supported with Software Update License & Support.

The Financials and Payroll Legislative Updates for JD Edwards service consists of three (3) tiers that can be purchased separately. The tiers are as follows:

Tier 1 - Tier 1 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s), and United States and Canada payroll legislative updates for the applicable tax year(s). If you purchase Tier 1, your fee for such services will be based on the then-current Tier 1 fee.

Tier 2 - Tier 2 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s) and payroll legislative and financials legislative updates for the applicable tax year(s) and for the countries and programs specified in the table below. If you purchase Tier 2, your fee for such services will be based on the then-current Tier 2 fee.

	JD Edwards EnterpriseOne	JD Edwards World
Payroll Legislative Updates	United States, Canada, Australia and New Zealand	United States, Canada
Financials Legislative Updates	United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan, China, Colombia, Australia, New Zealand and India	United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan and China

Tier 3 - Tier 3 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s) and payroll legislative and financials legislative updates for the applicable tax year(s) and for the countries and programs specified in the table below. Financials legislative updates for the European Union will also be provided under Tier 3 and are available to any European Union member country, even if such country is not specified in the table below. European Union member countries not specified in the table below will receive financials legislative

updates limited to the European Union only; country specific updates will not be provided. If you purchase Tier 3, your fee for such services will be based on the then-current Tier 3 fee.

	JD Edwards EnterpriseOne	JD Edwards World
Payroll legislative updates	United States, Canada, Australia and New Zealand	United States, Canada
Financials legislative updates	United States, Canada, Mexico, Brazil, Argentina, United Kingdom, Ireland, Austria, Belgium, France, Germany, Italy, Netherlands, Russia, Spain, Switzerland, Japan, China, Colombia, Chile, Peru, Ecuador, Venezuela, Czech Republic, Denmark, Finland, Hungary, Norway, Poland, Sweden, Australia, India, South Korea, Singapore and Taiwan	United States, Canada, Mexico, Brazil, Argentina, United Kingdom, Ireland, Austria, Belgium, France, Germany, Italy, Netherlands, Russia, Spain, Switzerland, European Union, Japan and China

Information on financials and payroll legislative updates for JD Edwards and applicable countries is available on My Oracle Support (i.e. [JD Edwards EnterpriseOne Globalizations \(Document 752291.1\)](#) and ([JD Edwards World Globalizations \(Document 745085.1\)](#)). Financials and Payroll Legislative Updates for JD Edwards will be delivered through My Oracle Support.

The following apply to the JD Edwards EnterpriseOne and JD Edwards World program releases for which Financials and Payroll Legislative Updates service is available:

- Oracle will not provide financial and payroll legislative updates any sooner or with any greater scope than what is made available under a subsequent release of JD Edwards EnterpriseOne (i.e., JD Edwards EnterpriseOne 9.1 or higher) or JD Edwards World (i.e., JD Edwards World A9.3 or higher).
- Country-specific financials legislative updates ("localized updates") provided under Tier 2 and Tier 3 will only be made available if such localized updates are also made available in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World. In the event localized updates are provided for additional countries in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World, such localized updates for the additional countries will not be provided for the JD Edwards EnterpriseOne and JD Edwards World program releases included under the Financials and Payroll Legislative Updates service.
- Due to architectural or other changes between a subsequent release of JD Edwards EnterpriseOne or JD Edwards World and the eligible program releases under the Financials and Payroll Legislative Updates for JD Edwards service, Oracle may not provide all localized updates that are made available in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World.

If you renew Financials and Payroll Legislative Updates for JD Edwards, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual limits on annual technical support fees, including contractual limits for Software Update License & Support, do not apply to Financials and Payroll Legislative Updates for JD Edwards. Financials and Payroll Legislative Updates for JD Edwards is not subject to the Reinstatement policies stated above.

Oracle Linux Support Services

Oracle offers Oracle Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/policies.html>.

Oracle VM Support Services

Oracle offers Oracle VM support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/policies.html>.

Exadata Premier Support

For information regarding renewals of Exadata Premier Support, please refer to the Exadata Technical Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

5. Web-Based Customer Support Systems

My Oracle Support

Access to My Oracle Support is governed by the Terms of Use posted on the My Oracle Support web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to My Oracle Support is limited to your designated technical contacts.

The following Oracle programs are not currently supported under My Oracle Support: Phase Forward, Nimbula, Bitzer Mobile and Tekelec programs.

Bitzer Mobile Support Portal

Access to Bitzer Mobile Support Portal is governed by the Terms of Use posted on the Bitzer Mobile Support Portal web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to Bitzer Mobile Support Portal is limited to your designated technical contacts.

Tekelec Support Portal

Access to Tekelec Support Portal is governed by the Terms of Use posted on the Tekelec Support Portal web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to Tekelec Mobile Support Portal is limited to your designated technical contacts.

Oracle Unbreakable Linux Network

Access to the Oracle Unbreakable Linux Network is included with Software Update License & Support for the Audit Vault and Database Firewall program (formerly the Database Firewall and Database Firewall Management Server programs).

6. Tools Used to Perform Technical Support Services

Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your computer system (e.g., Oracle Web Conferencing)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Oracle Configuration Manager)) to assist with issue resolution. The tools are licensed under the My Oracle Support Terms of Use, and may be subject to additional terms provided with the tools. Some of the tools are designed to collect information concerning the configuration of your computer environment ("tools data"). The tools will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive technical support services. In addition, the tools data may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings.

Some of the tools may be designed to connect automatically or on a periodic basis and you may not receive a separate notice upon connection. You are responsible for maintaining the telecom gateway through which the tools communicate tools data to Oracle. Use of the tools is voluntary; however, refusal to use the tools may impede Oracle's ability to provide technical support services to you.

Further details about some of the current tools Oracle uses to provide technical support services, the data collected, and how the data is used, are described in the Global Customer Support Security Practices and on My Oracle Support. You may also contact your Oracle sales representative or call your local Customer Support office for more details regarding the tools and availability.

If Oracle expressly provides in the tools documentation, technical support policies, an ordering document, or readme that a tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall

govern your access and use of the tool. Embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

7. Global Customer Support Security Practices

Oracle is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available at <http://www.oracle.com/support/policies.html>. The Global Customer Support Security Practices are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of security specified in the Global Customer Support Security Practices during the period for which fees for technical support have been paid. To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

Please note that global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any health, payment card or other sensitive data that requires protections greater than those specified in the [Global Customer Support Security Practices](#). Information on how to remove sensitive data from your submission is available in My Oracle Support at <https://support.oracle.com/CSP/main/article?cmd=show&type=NOT&id=1227943.1>

8. Severity Definitions

Service requests for supported Oracle programs may be submitted by you online through Oracle's web-based customer support systems or by telephone. The service request severity level is selected by you and Oracle and should be based on the severity definitions specified below.

Severity 1

Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

Except as otherwise specified herein, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. For Bitzer Mobile, reasonable efforts will be made to respond to Severity 1 services requests within four (4) hours. For response efforts associated with Oracle Communications Network Software Premier Support, please see the Oracle Communications Network Premier & Sustaining Support section above.

24 Hour Commitment to Severity 1 Service Requests for all supported Oracle programs, except as otherwise specified herein: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by phone, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle. 24 Hour Commitment to Severity 1 Service Requests is not available for Bitzer Mobile programs.

Severity 2

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

Severity 3

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

Severity 4

You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

9. Hyperion and Agile Specific Support Terms

For orders placed pursuant to a Hyperion master agreement or to an Agile master agreement, the following terms apply with respect to the technical support services you have ordered.

Warranties, Disclaimers, and Exclusive Remedies

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

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT TECHNICAL SUPPORT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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 YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.

For orders placed pursuant to a Hyperion master agreement, the following terms also apply with respect to the technical support services you have ordered.

Nondisclosure

By virtue of your order, 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 your order. Confidential information shall be limited to the terms and pricing under 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 to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents

who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

10. Contact Information

Phone numbers and contact information can be found on Oracle's support web site located [here](#).

Exhibit D
Insurance Requirements

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises—Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/>	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	\$ 2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned ***MAY BE WAIVED <input checked="" type="checkbox"/> Hired IF NO DRIVING IS <input checked="" type="checkbox"/> Non-owned TO BE DONE IN <input checked="" type="checkbox"/> Scheduled PERFORMANCE OF <input checked="" type="checkbox"/> Any Auto SERVICES***	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS (each accident)	STATUTORY \$ 500 k	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (E & O)	(each accident)	\$ 1 mil	\$ 2 mil
	Extended coverage period	2 years	
<input type="checkbox"/> POLLUTION LIABILITY /ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS	(each accident)		
	Extended coverage period		
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value		Completed Value form
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES Broward County is listed as an additional insured on the general liability policy and the automobile liability policy.			
REFERENCE:			
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301			

Revised 2013