

**MODIFICATION NO 5  
TO  
CONTRACT NUMBER VA-230503-MTH  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
Mithics, LLC**

This Modification No. 5 ("**Modification**") is an agreement between the Virginia Information Technologies Agency ("**VITA**"), pursuant to § 2.2-2012 of the *Code of Virginia* and on behalf of the Commonwealth of Virginia ("**Commonwealth**"), and Mithics, LLC ("**Supplier**"), to modify and amend Contract No. VA-230503-MTH ("**Contract**") in accordance with the terms and conditions of this Modification. This Modification and any attachments thereto is, upon execution by VITA and Supplier (each a "**Party**" and, collectively, the "**Parties**"), incorporated into and made an integral part of the Contract.

Capitalized terms used in this Modification have the meaning ascribed to them in the Contract unless otherwise defined in this Modification.

In consideration of the recitals set forth above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Supplier and VITA agree to amend the Contract as follows:

Exhibit A-2.1 is hereby modified to incorporate the attached Amendment 12 and 13 to the Software License and Services Agreement, effective April 30, 2009, between Oracle America, Inc and VITA.

VA-230503-MTH Exhibit B Pricing is hereby deleted and replaced with the attached VA-230503-MTH Exhibit B Pricing, dated 2-20-24.

The changes set forth in this Modification are effective immediately.

The foregoing is the complete and final expression of the agreement between Supplier and VITA to modify the Contract and cannot be modified, except by writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.**

PERSO S SIG ING THIS M IFICATIO ARE AUTHO IZED REPRESENTATIVES O EACH PARTY  
TO HE O TRACT ND CKNO EDG HAT ACH HE UPPLIER ND HE  
CO O W ALTH AG EES TO BE BO ND BY THE TERM AND CO DITIO SO THE CO TRACT.

M thics, LLC

ITA, on behalf of the  
O W ALTH O VIRG NIA

BY: Deonte J. Watters

Y: Gregory Searce

NAM : Deonte J. Watters, CCMAP

AM : Gregory Searce

TITLE: VP of Business Operations

ITLE: Strategic Sourcing Specialist

DATE: 25 March 2024

ATE: 03.25.2024





AM NDM NT TW LVE  
to  
SO TW RE LICENSE AND SERVICE AG EEM NT  
betw en  
THE VIRG NIA INFO M TIO TECHNO O ES AG NCY  
and  
O ACLE AM RICA, INC.

This Am ndm nt Twelve ("Am ndm nt") to the Software License and Services Agreement effective April 30, 2009, as amended and modified ("Agreement or Modification", also referenced as "VITA Contract No. **VA-090506-0C**," or "**US-M STER-11362414-30-APR-09**") between Virginia Information Technologies Agency ("**VITA**") and Oracle America, Inc. ("**O acle**") shall amend the Agreement as described herein. If and to the extent any inconsistency may appear between the Agreement and this Am ndm nt, the provisions of this Am ndm nt shall control.

The parties agree to amend the Agreement as follows:

Delete Attachment 1 in its entirety, which was incorporated into the Agreement via Am ndm nt Seven, and replace with Attachment 1, as amended: The Oracle Open Source Support Services Agreement Addendum

Except as provided herein, the terms and conditions of the Agreement shall remain in full force and effect.

JULY 17, 2023

The Effective Date of this Am ndm nt Twelve is \_\_\_\_\_ (to be completed by Oracle)

Virginia Information Technologies Agency

Signature: Gregory Searce

Name: Gregory Searce

Title: Strategic Sourcing Specialist

Date: 07.17.2023

Oracle America, Inc.

DocuSigned by:

Dapo Lawal

Signature: \_\_\_\_\_  
CFEB048A0EA14D5...

Name: Dapo Lawal

Title: Contracts Manager, Deal Mgmt.

Date: 17-Jul-2023 | 11:30 AM PDT

## ATTACHMENT 1



**ORACLE OPEN SOURCE SUPPORT SERVICES ADDENDUM  
to the  
SOFTWARE LICENSE AND SERVICE AGREEMENT  
between  
THE VIRGINIA INFORMATION TECHNOLOGIES AGENCY  
and  
ORACLE AMERICA, INC.**

This Oracle Open Source Support Services Addendum (this "Addendum") is between Oracle America, Inc. ("Oracle", "we," "us," or "our") and the Virginia Information Technologies Agency ("you") and shall be governed by and incorporated into the terms of the Oracle Software License and Services Agreement effective April 30, 2009, as amended, modified and added ("Agreement", also referenced as "VITA Contract No. VA-090506-O", "US-MSTER-11362414-30-APR-09") between Oracle and you with effective date of April 30, 2009. The rights and obligations defined herein are in addition to all terms in the agreement. Definitions used in the agreement shall have the same meaning under this addendum unless expressly stated otherwise. If there is a direct conflict between a term of this addendum and a term of the Agreement with respect to the subject matter of this addendum the term of this addendum shall prevail.

### **1. DEFINITIONS**

**1.1 "Agreement"** refers to this Oracle Open Source Support Services Agreement (including any amendments thereto). This Agreement governs Your use of the Oracle Linux/Oracle VM and Oracle Verrazzano Service Offering(s) ordered from Oracle or an Oracle-authorized distributor.

**1.2 "Covered Program"** is defined as the specific set of software products listed on the document titled Oracle Linux and Oracle Managed Program available at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf> for which You have ordered Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s), including any related program documentation and patches and bug fixes acquired through such Oracle Linux Service Offerings and/or Oracle VM Service Offering(s).

**1.3 "Oracle Linux Service Offering(s)", "Oracle VM Service Offering(s)" and "Oracle Verrazzano Service Offering(s)"** refer to Oracle Linux, Oracle VM and Oracle Verrazzano support services respectively as defined under the Oracle Open Source Support Policies referenced in Section 3.4 below.

**1.4 "Service Offering(s)"** means the Oracle Linux Service Offering(s), the Oracle VM Service Offering(s), and the Oracle Verrazzano Service Offering(s).

**1.5 "Support Term"** is defined as the duration for which You have acquired the applicable Service Offering(s).

**1.6 "Program Documentation"** refers to the program user manual and program installation manuals. Program Documentation may be delivered with the Oracle Linux, Oracle VM and Oracle Verrazzano program. You may access the documentation online at <http://oracle.com/documentation>.

### **2. AGREEMENT TERM**

Orders may be placed under this Agreement for five years from the Effective Date (indicated below in Section 19).

### 3. SERVICE OFFERING(S)

3.1 Upon Oracle's acceptance of Your order, You have the limited right to receive the applicable Service Offering(s) solely for Your business operations and subject to the terms of this Agreement including availability rules and metric definitions set forth in the order and the Program Documentation.

3.2 For purposes of the order, Service Offering(s) consists of Oracle's technical support services level You may have ordered from Oracle or an authorized reseller for the Service Offering(s). If ordered, the Service Offering(s) (including initial year and all subsequent years) are provided under the Oracle Open Source Support Policies in effect at the time the Service Offering(s) are provided. The Oracle Open Source Support Policies, which are incorporated in this Agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of technical support services provided during the period for which fees for the Service Offering(s) have been paid. Service Offering(s) are available for certain systems, and may be subject to additional restrictions as set forth in the Oracle Open Source Support Policies. You should review the Oracle Open Source Support Policies prior to entering into the order for the applicable Service Offering(s). You may access the current version of the Oracle Open Source Support Policies at <http://oracle.com/contracts>.

3.3 The Service Offering(s) are effective upon the effective date of Your order unless otherwise stated in Your order. If Your order was placed through the Oracle Store, the effective date is the date Your order was accepted by Oracle.

3.4 The Service Offering(s) provided under this Agreement are in support of licenses You acquired separately. All patches, bug fixes and other code received as part of the Service Offering(s) under this Agreement shall be provided under the applicable license terms for the Oracle Linux, Oracle VM and/or Oracle Verrazzano program(s) that You have downloaded and/or installed. The Service Offering(s) may also include the right to use certain additional software or tools during the Support Term for which

fees for Service Offering(s) have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the Program Documentation.

### 4. ORACLE LINUX AND ORACLE VM INDEMNIFICATION

4.1 Provided You are a current subscriber to the Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s), if a third party makes a claim against You that any Covered Program furnished by Oracle, and used by You for Your business operations infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following:

- a. Notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);
- b. Give Oracle sole control of the defense and any settlement negotiations; and
- c. Give Oracle the information, authority, and assistance it needs to defend against or settle the claim

4.2 If Oracle believes or it is determined that any Covered Program may have violated a third party's intellectual property rights, Oracle may choose to either modify the Covered Program to be non-infringing (while substantially preserving their utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, then Oracle may, upon 30 days notice to You, terminate Your right to receive indemnification for Your further use of the Covered Program and refund any unused, prepaid service fees You have paid for the Covered Program.

4.3 Notwithstanding the above, Oracle will not defend or indemnify You in connection with claim, damages, liabilities, costs or expenses arising out of, or caused by, or related to: (a) Your distribution of the Covered Program; (b) Your alteration of the Covered Program; (c) Your use of a version of the Covered Program which has been superseded, if the infringement claim could have been avoided by using the current version of the Covered Program; (d) Your use of the Covered Program outside the scope of use identified in the user documentation or the Oracle Open Source Support Policies; (e) Your use of the Covered Program when You were not a subscriber to the Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s); (f) any information, design, specification, instruction, software, data, or material not furnished by Oracle; (g) the combination of any Covered Program with any products or services not provided by Oracle; or (h) Your claim, lawsuit, or action against a third party. For avoidance of doubt, this section 4 specifically excludes, and no indemnification is provided for, the Verrazzano program. **This section provides Your exclusive remedy for any infringement claim or damages, liabilities, costs or expenses.**



## 5. FEES AND TAXES

5.1 All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Service Offering(s) You ordered, except for taxes based on Oracle's income.

5.2 You understand that You may receive multiple invoices for the Service Offering(s) You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standard Policy, which may be accessed at <http://oracle.com/contracts>.

5.3 Once placed, Your order shall be non-cancelable and the sum paid nonrefundable, except as provided in this Agreement.

5.4 Service Offering(s) fees are invoiced in advance of the performance of the Service Offering(s); specifically, Service Offering(s) fees are invoiced annually in advance. The period of performance for all Services Offering(s) is effective upon the effective date of Your order.

5.5 If an order for a Service Offering(s) is for a Support Term that is for multiple years, You are required to pay the fees covering such multiple years in advance of the start of such Support Term.

## 6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1 Oracle warrants that the Service Offering(s) will be provided in a professional manner consistent with industry standards. You must notify Oracle of any Service Offering(s) warranty deficiencies within 90 days from performance of the defective Service Offering(s).

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

6.3 ORACLE DOES NOT GUARANTEE THAT ANY PROGRAM ASSOCIATED WITH THE SERVICE OFFERING(S) (INCLUDING BUT NOT LIMITED TO THE ORACLE LINUX, ORACLE VM OR ORACLE VERRAZZANO PROGRAMS) WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT SERVICE OFFERING(S), OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICE OFFERING(S) AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICE OFFERING(S).

## 7. TERMINATION

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

7.2 If You have used a contract with Oracle or an affiliate of Oracle to pay for the Service Offering(s) received under this Agreement and You are in default under that contract, You may not use the Service Offering(s) that are subject to such contract.

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

## 8. NONDISCLOSURE

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

8.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by

the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3 We each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. Oracle may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement. Nothing shall prevent either party from disclosing the term or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement or disclosing the Confidential Information to a governmental entity as required by law.

8.4 To the extent You provide personal information to Oracle as part of any Service Offering(s) You have ordered under this Agreement, Oracle will comply with:

- a. the relevant Oracle privacy policies applicable to the service offering(s), available at <http://www.oracle.com/us/legal/privacy/overview/index.htm>;
- b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/>; and
- c. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"). The version of the Data Processing Agreement applicable to Your order is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.htm#data-processing> and is incorporated herein by reference. The Data Processing Agreement does not apply to education services and Oracle Data Cloud services. Your order for Service Offering(s) may also contain additional or more specific privacy terms.

## 9. ENTIRE AGREEMENT

9.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete Agreement for Service Offering(s) ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Service Offering(s).

9.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Service Offering(s) ordered. In the event of any inconsistencies between the terms of an order and this Agreement, the order shall take precedence. This Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under this Agreement shall be provided to the other party in writing.

## 10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM DEFICIENT SERVICE OFFERING(S), SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT SERVICE OFFERING(S) GIVING RISE TO THE LIABILITY. THIS SECTION SHALL NOT BE CONSTRUED TO LIMIT ORACLE'S ORACLE LINUX AND ORACLE VM INDEMNIFICATION OBLIGATION TO YOUR EXCLUSIVE REMEDY FOR ANY INFRINGING INTELLECTUAL PROPERTY DAMAGES, LIABILITIES, COSTS OR EXPENSES UNDER SECTION 4 (ORACLE LINUX AND ORACLE VM INDEMNIFICATION) ABOVE.

## 11. EXPORT

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



## 12. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings(s) and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Service Offerings(s) ordered or delivered.

## 13. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of California and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement.

## 14. NOTICE

If You have a dispute with Oracle or if You wish to provide a notice under section 4 (Oracle Linux and Oracle VM Indemnification) of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

## 15. ASSIGNMENT

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

## 16. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Service Offerings(s) to ensure Your use of the Service Offerings(s) is in compliance with the terms of the applicable order and the Agreement. Any such audit shall not unreasonably interfere with Your normal business operations.

You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information reasonably requested by Oracle. The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of the Nondisclosure section of this Agreement.

If the audit identifies non-compliance, You agree to remedy (which may include, without limitation, the payment of any fees applicable to Your use of the Service Offerings(s) in excess of Your service rights) such non-compliance within 30 days of written notification of that non-compliance. If You do not remedy the non-compliance, Oracle can end (a) Service Offerings(s), (b) Oracle Open Source-related Service Offerings(s), and/or (c) this Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

## 17. SEPARATION

The purchase of Service Offerings(s) or other service offerings, program or products are all separate offers and separate from any other order. You understand that You may purchase Service Offerings(s) or other service offerings, program or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of program or products. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

## 18. OTHER

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

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

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

18.4 Service Offering(s) are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Service Offering(s) in such applications.

18.5 If requested by an authorized distributor on Your behalf, You agree Oracle may provide this Agreement to the authorized distributor to enable the processing of Your Order with that authorized distributor.

18.6 The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it. You understand that Oracle's business partners, including any third party firm retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing Service Offering(s) as an Oracle subcontractor in furtherance of an order placed under this Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

#### 19. AGREEMENT EFFECTIVE DATE

The Effective Date of this Agreement is JULY 17, 2023. (DATE TO BE COMPLETED BY ORACLE)

Virginia Information Technologies Agency

Signature: Gregory Searce  
Name: Gregory Searce  
Title: Strategic Sourcing Specialist  
Signature Date: 07.17.2023

Oracle America, Inc.

DocuSigned by:

Dapo Lawal

Signature: CEFR048A0FA14D5  
Name: Dapo Lawal  
Title: Contracts Manager, Deal Mgmt.  
Signature Date: 17-Jul-2023 | 11:30 AM PDT



AMENDMENT THIRTEEN

to

SOFTWARE LICENSE AND SERVICES AGREEMENT

between

THE VIRGINIA INFORMATION TECHNOLOGIES AGENCY

and

ORACLE AMERICA, INC.

This Amendment Thirteen ("Amendment") to the Software License and Services Agreement effective April 30, 2009, as amended and modified ("Agreement or Modification", also referenced as "VITA Contract No. **VA-090506-0C**," or "**US-MSTER-11362414-30-APR-09**") between Virginia Information Technologies Agency ("**VITA**") and Oracle America, Inc. ("**Oracle**") shall amend the Agreement as described herein. If and to the extent any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to amend the Agreement as follows:

- Section B. Applicability and Term of Agreement.** The term of the Agreement shall be from the effective date of the Agreement through February 28, 2026. However, the parties agree that Section Q (License Definition and Rules) shall be updated annually via a written amendment to the Agreement.
- Section Q License Definition and Rules.** The text of Section Q is deleted and replaced with the following:  
  
"**Q License Definition and Rules.** Until February 28, 2025, the Oracle License Definition and Rules v121523 (attached to Amendment Thirteen as Attachment 1) shall apply to all licenses and technical support services acquired pursuant to the term of this Agreement."

Except as provided herein, the terms and conditions of the Agreement shall remain in full force and effect.

The Effective Date of this Amendment Thirteen is February 20, 2024 (to be completed by Oracle).

Virginia Information Technologies Agency

Signature: Gregory Searce

Name: Gregory Searce

Title: Strategic Sourcing Specialist

Date: 02.20.2024

Oracle America, Inc.

DocuSigned by:

Dapo Lawal

Signature: CFEB048A0EA14D5...

Name: Dapo Lawal

Title: Contracts Manager, Deal Mgmt.

Date: 20-Feb-2024 | 8:18 AM PST

Date: \_\_\_\_\_





# Oracle License Definitions and Rules Booklet

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Effective Date: December 15, 2023

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## DEFINITIONS AND LICENSING METRICS

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

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

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

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

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

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

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

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

**\$M in Assets:** is defined as one Million U.S. Dollars (or the equivalent amount in the applicable local currency) in total value of assets on your balance sheet as disclosed in your latest annual report and/or regulatory filings.

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

**Application User:** is defined as an individual authorized by You to use the applicable licensed application Program which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Program at any given time. If You license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, You are required to maintain licenses for the equivalent number of Application Users licensed and You are granted unlimited access to initiate work requests, view work



request status and view scheduled completion dates for Your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the Program but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing, PeopleSoft Supplier Contract Management and JD Edwards Supplier Self Service Program, use by Your external suppliers is included with Your application user licenses.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



**Com liance Regulatory Report:** is defined as a single pre-configured template that is generated by the Oracle Program and that meets the requirements of a specific country regulator and/or jurisdiction for filling reports on suspicious activity. You are responsible for filing the compliance regulatory report with the specific country regulator and/or jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

For the purposes of the Oracle Communications Unified Assurance Program a Device can be physical or virtual and is considered managed or orchestrated when one or more of the fault, configuration, auditing, performance, security, and lifecycle functions are in use.

- Large Devices are defined as Devices that interconnect primary nodes or hardware that control data flow at the boundary between two networks. Large Devices include Devices facilitating services to Your network, including but not limited to core and edge Devices.
- Small Devices are defined as equipment located at Your subscriber's premises, used for connecting Your Devices to Your core network. Small Devices include but are not limited to CPE (customer provided equipment), RAN (radio access network), and NID (network interface device) Devices.
- IOT (Internet of Things) Devices are defined as simple input Devices operated by humans, or remotely managed or fully automated Devices collecting information or responding to commands issued from centralized control points. IOT Devices include but are not limited to smart meters, smart fire alarm, smart door locks, smart bicycles, medical sensors, fitness trackers, and smart security system.

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



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

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

**Employee for HCM** is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Program. The quantity of the licenses required is determined by the number of Employees for HCM and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees for HCM: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Program. Employees for HCM may only use the licensed Program with Oracle application Program that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name.

**Employee for Java SE Universal Subscription:** is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of the full-time employees, part-time employees and temporary employees of Your agents, contractors, outsourcers, and consultants that support Your internal business operations. The quantity of the licenses required is determined by the number of Employees and not just the actual number of employees that use the Program. For these Java SE Universal Subscription licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Employees as of the effective date of Your order. Under this Employee metric for Java SE Universal Subscription Program(s), You may only install and/or run the Java SE Universal Subscription Program(s) on up to 50,000 Processors. If Your use exceeds 50,000 Processors, exclusive of Processors installed and/or running on desktop and laptop computers, You must obtain an additional license from Oracle.

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

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

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

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

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



determined by the number of Enterprise Employees. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Employees as of the effective date of Your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Employees as of such date.

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

**Enterprise Trainee:** is defined as an employee, contractor, student or other person who is being recorded by the Program. The value of these Program licenses is determined by the number of Enterprise Trainees. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of Your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Trainees as of such date.

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

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



Management exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Freight Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Freight Under Management. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M Freight Under Management as of such date.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Guest Cabin:** is defined as a guest cabin onboard a cruise ship managed by the Program. You must license the total number of Guest Cabins onboard each cruise ship managed by the Program and the licensed quantity of Guest Cabin licenses by the total shared cross multiple cruise ships. For the purposes of the Cruise Fleet Management, Cruise Crew Management, Cruise Materials Management HQ and Sub-HQ Program, You must license the total number of Guest Cabins onboard all ships or vessels in the fleet that are managed by the Program.

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

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

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

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

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

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

**1K in Individual Subscribers:** is defined as one thousand individuals who are authorized by You to use one or more of Your services for which the Program is used. For example, an individual subscriber may be tracked as a customer record/account in the licensed Program or other related subscriber databases such as an ordering system billing system etc. An individual subscriber is counted once, regardless of the number of services used.

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

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

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

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

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

**Instance:** is defined as a single or a group of physical or virtual servers running the Program components that act as a single environment. Test, production, and development environments are considered three separate



Instances that must each be licensed.

For the purposes of the Oracle Banking API Infrastructure Program Instance is defined as the environments (production and non-production) used on the Oracle Banking Platform Program

For the purposes of the Oracle Utilities Customer Care and Billing Cloud Java Development Environment License Subscription and the Oracle Utilities Customer Cloud Java Development Environment License Subscription, Instances are defined as non-production (development and test) environments and each non-production environment must be counted for the purposes of determining the number of license subscriptions required; production environments are prohibited. You may use the non-production environments only for maintaining, updating, and testing pre-existing Java extensions for eventual upload via the Oracle Utilities Java Migration Cloud Service.

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

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

**Interface:** is defined as a connector to enable the exchange of data between an Oracle Program Oracle Cloud Service and an external system product. A customer that wants to connect an Oracle Program Oracle Cloud Service to multiple external products, either directly or indirectly (e.g., through an approved integration hub), must purchase a separate Interface license for each connection. A customer with multiple properties must purchase, for each property, the number of licenses for a property that corresponds to the total number of external system /products to which that property intends to directly and/or indirectly connect.

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

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

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

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

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



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

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

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

**\$M in Jurisdiction Tax Revenue:** is defined as one million U.S. dollars Dollars (or the equivalent amount in the applicable local currency) of total revenue collected by the licensing jurisdiction. Tax revenues can include but are not limited to the following types of taxes, assessments, licenses or other fees: Individual income tax, corporate income tax, property tax, sales and gross receipts taxes (which include taxes from alcoholic beverages, amusement, Insurance premium, motor fuels, parimutuels, tobacco products, and other), Licenses (which include licenses from alcoholic beverages, amusements, corporation, hunting and fishing, motor vehicle, motor vehicle operators, occupation and business) and Other taxes (which include taxes from death and gift, documentary and stock transfer, and mortgage interest abatement).

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

**Learning Credits:** may be used to acquire education products and services offered in the Oracle University online catalogue posted at <http://www.oracle.com/education> under the terms specified therein. Learning credits may



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

#### **Managed Resource:**

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

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



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

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

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

**1K Messages per Second:** is defined as up to one thousand messages that are each composed of an envelope that contains information required to accomplish transmission, delivery, and contents to the recipient. The total number of sent or received messages over a 15 minute interval during peak usage divided by 900 seconds must be counted.

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

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

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

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

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

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

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

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

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

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



**M SQL Cluster Carrier Grade Edition Annual Subscription, M SQL Enterprise Edition Annual Subscription and M SQL Standard Edition Annual Subscription:** are defined as the right to use the specified Program s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified Program s) and for M SQL Community Edition for the term specified on the order. M SQL Community Edition refers to M SQL that is licensed under the GPL license. Software Update License & Support for M SQL Community Edition does not include updates of any kind. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. You must obtain a subscription license for all servers where M SQL Cluster Carrier Grade Edition, M SQL Enterprise Edition and/or M SQL Standard Edition are deployed. If You obtain Oracle Software Update License & Support services for any servers where M SQL Community Edition is deployed, then You must also purchase a subscription license for all of such servers for which You have obtained Oracle Software Update License & Support services. You may obtain Oracle Software Update License & Support services for the M SQL Community Edition subscription licenses at any level (e.g., at the M SQL Cluster Carrier Grade Edition level, at the M SQL Enterprise Edition level and/or at the M SQL Standard Edition level). At the end of the specified term You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the Program s) will terminate and You must de-install all applications, tools, and binaries provided to You under the applicable non-Community Edition license (e.g., the license for M SQL Cluster Carrier Grade Edition, M SQL Enterprise Edition and/or M SQL Standard Edition). If You do not renew a subscription, You will not receive any updates (including patches or subsequent versions) and You may also be subject to reinstatement fees if You later choose to reactivate Your subscription.

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

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

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

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

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



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

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

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

For the purposes of the following Program Oracle GoldenGate for Distributed Applications and Analytics, only the users of the source Oracle or non Oracle database(s) or NoSQL repositories from which you capture data must be counted for the purpose of determining the number of licenses required. For any messaging system from which you capture, every queue/topic is counted as a user. For multiple source databases, NoSQL repositories, or messaging system all users for all sources must be counted. For any use of Oracle Transaction Manager for Microservices Enterprise Edition Program every 1 participating application services are counted as 5 named user plus users. For multiple participating application services, source databases, NoSQL repositories, or messaging system, all users for all sources must be counted.

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

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

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

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

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

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

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

For the purposes of the Oracle VM VirtualBox Enterprise Program Named Workstation User licensing may only be applied to single-socket devices where only one named user is using Oracle VM VirtualBox Enterprise or is connecting to the virtual machines on Oracle VM VirtualBox Enterprise. A non human operated device will be counted as a named workstation user in addition to all individuals authorized to use the Program, if such devices can access the Program. If multiplexing hardware or software (e.g., a TPM monitor or a web server product) is



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

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

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

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

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

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

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

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

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

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

**Network-Wide Concurrent Session:** is defined as an established virtual connection (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing any licensed Program within the network at any one time. For example,



if a single virtual connection traverses more than one SBC, then each virtual connection must be counted as a Network-Wide Concurrent Session for each SBC that it traverses. You must count the maximum number of concurrent sessions measured at least every 15 minutes during peak usage across any licensed Program within a single network administrative domain.

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

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

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

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

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

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

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

For the purposes of the Oracle Communications Converged Application Server Program Enterprise Edition, and the Oracle Communications Converged Application Server Program Carrier Edition, Network-Wide Message per Second is defined as the total number of incoming or outgoing SIP or Diameter protocol messages received and/or sent within a legal entity over the busiest 30 seconds divided by 30. Messages received and/or sent for the purposes of establishing and maintaining connections with external network elements are not counted. Each legal entity must be separately licensed for Network-Wide Messages per Second.

For the purposes of the following Program : Oracle Communications Network Analytics Data Director, Service Communication Proxy Data Feed; Oracle Communications Network Analytics Data Director, Security Edge Protection Proxy Data Feed; and Oracle Communications Network Analytics Data Director, Network Repository Function Data Feed, the total number of received messages at each data director instance over a 5-minute interval during peak usage divided by 100 seconds must be counted.

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

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

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

For the purposes of the Oracle Communications Unified Assurance Program “Node” means a single copy of software running on a physical or a virtual server. For the avoidance of doubt, an individual server can have more



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

For the purposes of the following Program : iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed Program under these licenses You may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

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

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

For the purposes of the following Program : Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Application Management Pack for Utilities and Application



Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

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

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

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

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

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

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

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

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

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

For the purposes of the following Program : Oracle GoldenGate for Distributed Applications and Analytics, only the users of the source Oracle or non Oracle database(s) or NoSQL repositories from which you capture data must be counted for the purpose of determining the number of licenses required. For any messaging system from which you capture, every queue/topic is counted as a user. For multiple source databases, NoSQL repositories, or messaging system all users for all sources must be counted. For any use of Oracle Transaction Manager for Microservices Enterprise Edition Program every 1 participating application services are counted as 5 named user plus users. For multiple participating application services, source databases, NoSQL repositories, or messaging system, all users for all sources must be counted.



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

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

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

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

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

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

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

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

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

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

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

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



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

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

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

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

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

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

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

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

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

For the purposes of the following Program ATG Web Commerce, requests for the full ATG pipeline at the ATG Dynamic Handler in the Servlet Pipeline made by web browsers or via web service calls in the production system, including, but not limited to: JSP page requests; Ajax requests; REST service requests; SOAP service requests; web service calls by native mobile applications, rich front end applications or other integrated external system must be counted for the purpose of determining the number of licenses required.

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

For the purposes of the following Program Endeca Experience Manager, requests at the production Assembler and Presentation API, including but not limited to: any page request for Experience Manager; any single submitted query for the Search Engine (text box queries, selection or changes in facet selection); page requests by an application (e.g. ATG Web Commerce); direct requests from web browsers; web service calls by native mobile



applications, rich front end applications or other integrated external system must be counted for the purpose of determining the number of licenses required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Session of SRTP:** is defined one established virtual connection (with media anchoring and negotiating Secure Real-Time Transport Protocol) (a) between two endpoints that are represented by subscriber devices or network



switching equipment, and (b) which are traversing the licensed software. The maximum number of sessions of SRTP that are simultaneously traversing the licensed software at any one time must be licensed.

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

**Signaling Unit:**

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

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

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

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

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

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

For the purposes of the Oracle Communications Session Border Controller - MRP B2BUA Program only sessions with media anchoring and negotiating Message Session Relay Protocol are counted.

**Single Server Concurrent Tunnel:** is defined as one connection where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol). Single server concurrent tunnels are counted separately on each server and must be counted during peak usage on each server. Each virtual machine is considered to be a server. You may allocate Your Single Server Concurrent Tunnel Program licenses to a different server (a) no more than once per 90 days or (b) if the prior server (on which Your Single Server Concurrent Tunnel Program licenses have previously been allocated) has been permanently decommissioned.

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



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

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

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

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

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

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

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

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

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



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

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

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

For the purposes of the Oracle Communications Network Bridge Program only unique device identifiers processed by Network Bridge are counted.

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

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

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

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

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

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

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

**\* Note:** This definition does not apply to Oracle Linux, Oracle VM and Oracle Verrazzano Support Services. For more information please see the '[Availability Rules and Metric Definitions for Oracle Linux, Oracle VM and Oracle Verrazzano Support Services](#)' below.



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

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

### Technical Reference Materials

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

For the purposes of the Oracle Banking Payments Program transactions include but are not limited to funds transfers, card payments, online payments, mobile payments, financial service kiosk originated payments, biometric payments, P2P payments, electronic direct debits, instruments collections, demand drafts and banker's cheques.



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

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

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

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

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

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

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

For the purposes of the Oracle MCROS Simphony Transaction Services Cloud Service, devices that display property or revenue center configuration must be counted as Transaction Services Clients. Below are examples that must be licensed as Transaction Services Clients.

- customer owned mobile devices or computers from which menus are viewed and orders placed (e.g., delivery apps, mobile ordering websites, online ordering websites)
- on premises devices from which menus are viewed and orders placed (e.g., kiosks, handheld payment terminals, menu boards, way finding kiosks with menus)
- on premises devices which display order production status updates (e.g., consumer facing display showing order numbers ready or pickup)

Your devices from which menus are viewed and orders placed (e.g., 3rd party catering applications, centralized call center applications)

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

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

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

For the purposes of the Oracle Life Sciences Data Management Workbench Enterprise Program a Trial is defined as a research project, study or procedure that starts on or after the effective date (the "Effective Date") of the applicable Oracle order under which You licensed the Oracle Life Sciences Data Management Workbench



Enterprise Program and that uses the Oracle Life Sciences Data Management Workbench Enterprise Program. You must have licenses for the Program equal to the number of Trials that start in each consecutive 12 month period that follows the Effective Date. Trials completed by a third party and loaded into the Oracle Life Sciences Data Management Workbench Enterprise Program ("Third Party Trials") are not counted for licensing purposes provided that You complete and load these Third Party Trials into the Oracle Life Sciences Data Management Workbench Enterprise Program within 90 days of the creation date in the Oracle Life Sciences Data Management Workbench Enterprise Program of the applicable Third Party Trial. If You load any additional data or send any discrepancies to a third party for these Third Party Trials into the Oracle Life Sciences Data Management Workbench Enterprise Program after the applicable 90 day period, then You must purchase additional Trial licenses for these Third Party Trials.

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

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

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

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

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

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

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

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

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

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



**User:** is defined as an individual authorized by You to use the Program which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Program at any given time. A non human operated device will be counted as a user in addition to all individuals authorized to use the Program, if such devices can access the Program. If multiplexing hardware or software (e.g., a TDM or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted.

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

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

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

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

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

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

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

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

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

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

**\$Million Written Premium** is defined as (a) for life and health insurance companies, one million U.S. Dollars (or the equivalent amount in the applicable local currency) of Net Written Premium and Annuity Considerations for the specific lines of businesses for which the applicable Program is used and (b) for property and casualty insurance companies, one million U.S. Dollars (or the equivalent amount in the applicable local currency) of Net Written Premium for the specific lines of businesses for which the applicable Program is used. Net Written Premium shall include the premium income retained by You, directly or through reinsurance after payments

made for reinsurance, and Annuity Considerations shall include money deposited in annuity contracts. In the United States, the definitive source for data on Net Written Premium and Annuity Considerations shall be the annual statement that You file with the applicable state insurance commission. In other countries, the definitive source for data on Net Written Premium and Annuity Considerations shall be the applicable local governing body for insurance which publishes the breakdowns by line of business.

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

### Term Designation

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

## CURRENCY MATRIX

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

CURRENCY	EQUIVALENT AMOUNT TO ONE MILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE BILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE THOUSAND U.S. DOLLARS
Albania Lek	ALL 95,418,000	ALL 95,418,000,000	ALL 95,418
Argentina Peso	ARS 800,000,000	ARS 800,000,000,000	ARS 800,000
Australian Dollar	AUD 1,500,000	AUD 1,500,000,000	AUD 1,500
Bangladesh Taka	BDT 106,975,900	BDT 106,975,900,000	BDT 106,975.90
Bosnian Mark	BAM 1,830,000	BAM 1,830,000,000	BAM 1,830
Brazilian Real	BRL 5,010,200	BRL 5,010,200,000	BRL 5,010.20
Bulgaria Lev	BGN 1,968,000	BGN 1,968,000,000	BGN 1,968
Canadian Dollar	CAD 1,310,600	CAD 1,310,600,000	CAD 1,310.60
Chilean Peso	CLP 825,750,000	CLP 825,750,000,000	CLP 825,750
Chinese Yuan	CNY 6,822,000	CNY 6,822,000,000	CNY 6,822
Colombian Peso	COP 4,150,000,000	COP 4,150,000,000,000	COP 4,150,000
Costa Rican Colón	CRC 561,900,000	CRC 561,900,000,000	CRC 561,900
Czech Koruna	CZK 22,968,000	CZK 22,968,000,000	CZK 22,968



CURRENCY	EQUVALENT AMOUNT TO ONE U.S. DOLLAR	EQUVALENT AMOUNT TO ONE BILLION U.S. DOLLARS	EQUVALENT AMOUNT TO ONE THOUSAND U.S. DOLLARS
Danish Kroner	DKK 7,484,900	DKK 7,484,900,000	DKK 7,484.90
Egyptian Pound	EGP 30,745,800	EGP 30,745,800,000	EGP 30,745.80
Euro	EUR 930,000	EUR 930,000,000	EUR 930
Hong Kong Dollars	HKD 7,749,900	HKD 7,749,900,000	HKD 7,749.90
Hungarian Forint	HUF 367,263,000	HUF 367,263,000,000	HUF 367,263
Iceland Krone	ISK 141,020,000	ISK 141,020,000,000	ISK 141,020
Indian Rupee	INR 83,350,000	INR 83,350,000,000	INR 83,350
Indonesian Rupiah	IDR 14,410,000,000	IDR 14,410,000,000,000	IDR 14,410,000
Israel Shekel	ILS 3,578,500	ILS 3,578,500,000	ILS 3,578.50
Japanese Yen	JPY 140,000,000	JPY 140,000,000,000	JPY 140,000
Kazakhstan Tenge	KZT 473,180,000	KZT 473,180,000,000	KZT 473,180
Kenyan Shilling	KES 145,370,000	KES 145,370,000,000	KES 145,370
Korean Won	KRW 1,313,972,000	KRW 1,313,972,000,000	KRW 1,313,972
Kuwait Dinar	KW 290,000	KW 290,000,000	KW 290
Macao Pataca	M P 7,984,100	M P 7,984,100,000	M P 7,984.10
Malaysian Ringgit	M R 4,459,700	M R 4,459,700,000	M R 4,459.70
Maldives Rufiyaa	M R 15,380,000	M R 15,380,000,000	M R 15,380
Mexican Peso	M N 18,046,400	M N 18,046,400,000	M N 18,046.40
New Zealand Dollar	NZD 1,554,700	NZD 1,554,700,000	NZD 1,554.70
Norwegian Krone	NOK 10,549,800	NOK 10,549,800,000	NOK 10,549.80
Pakistan Rupee	PKR 260,745,200	PKR 260,745,200,000	PKR 260,745.20
Peru Sol	PEN 3,706,800	PEN 3,706,800,000	PEN 3,706.80

CURRENCY	EQUVALENT AMOUNT TO ONE MILLION U.S. DOLLARS	EQUVALENT AMOUNT TO ONE BILLION U.S. DOLLARS	EQUVALENT AMOUNT TO ONE THOUSAND U.S. DOLLARS
Philippine Peso	PHP 56,640,000	PHP 56,640,000,000	PHP 56,640
Polish Zloty	PLN 4,317,000	PLN 4,317,000,000	PLN 4,317
Pounds Sterling	GBP 798,700	GBP 798,700,000	GBP 798.70
Qatari Riyal	QAR 3,640,800	QAR 3,640,800,000	QAR 3,640.80
Romanian New Leu	RON 4,605,200	RON 4,605,200,000	RON 4,605.20
Saudi Arabia Riyal	SAR 3,750,400	SAR 3,750,400,000	SAR 3,750.40
Serbian Dinar	RSD 118,125,000	RSD 118,125,000,000	RSD 118,125
Singapore Dollar	SGD 1,381,900	SGD 1,381,900,000	SGD 1,381.90
South African Rand	ZAR 18,854,000	ZAR 18,854,000,000	ZAR 18,854
Swedish Krona	SEK 10,718,800	SEK 10,718,800,000	SEK 10,718.80
Swiss Franc	CHF 902,700	CHF 902,700,000	CHF 902.70
Taiwanese Dollar	TW 31,201,000	TW 31,201,000,000	TW 31,201
Thai Baht	THB 35,009,700	THB 35,009,700,000	THB 35,009.70
Turkish Lira	TRL 26,949,100	TRL 26,949,100,000	TRL 26,949.10
United Arab Emirates Dirham	AED 3,673,000	AED 3,673,000,000	AED 3,673
Vietnamese Dong	VND 23,411,000,000	VND 23,411,000,000,000	VND 23,411,000



## Oracle Licensing Rules

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

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

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

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

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



target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.

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

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

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

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

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



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



source or target schemas, adding unsupported application modules to source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.

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

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

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



PRO RAM	N M D USER PLUS M N M M
GoldenGate for Big Data Targets	25 Nam d Users Plus per Processor
GoldenGate Foundation Suite	25 Nam d Users Plus per Processor
Oracle GoldenGate for Distributed Applications and Analytics	25 Nam d Users Plus per Processor
GoldenGate for Oracle Applications	25 Nam d Users Plus per Processor
Endeca Discovery Foundation for Oracle Applications	25 Nam d Users Plus per Processor
Java SE Advanced	10 Nam d Users Plus per Processor
Java SE Suite	10 Nam d Users Plus per Processor
W bLogic Server Standard Edition	10 Nam d Users Plus per Processor
W bLogic Server Enterprise Edition	10 Nam d Users Plus per Processor
W bLogic Suite	10 Nam d Users Plus per Processor
W b Tier	10 Nam d Users Plus per Processor
Coherence Standard Edition One	10 Nam d Users Plus per Processor
Coherence Enterprise Edition	10 Nam d Users Plus per Processor
Coherence Grid Edition	10 Nam d Users Plus per Processor
TopLink and Application Developm nt Fram work	10 Nam d Users Plus per Processor
GlassFish Server	10 Nam d Users Plus per Processor
Internet Application Server Standard Edition	10 Nam d Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Nam d Users Plus per Processor*
API Gateway	10 Nam d Users Plus per Processor
BPEL Process M nager	10 Nam d Users Plus per Processor
W bLogic Integration	10 Nam d Users Plus per Processor
Service Registry	10 Nam d Users Plus per Processor
Enterprise Repository	10 Nam d Users Plus per Processor

PRO RAM	N M D USER PLUS M N M M
Form and Reports	10 Named Users Plus per Processor
Managed File Transfer	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor
Event Processing	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Unified Business Process Management Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Process Management Standard Edition	10 Named Users Plus per Processor
Application Adapters	10 Named Users Plus per Processor
Oracle E-Business Suite Adapter	10 Named Users Plus per Processor
Integration Adapter for SAP R/3	10 Named Users Plus per Processor
Integration Adapter for JD Edwards World	10 Named Users Plus per Processor
Integration Adapter for Siebel	10 Named Users Plus per Processor
Cloud Adapters	10 Named Users Plus per Processor
B2B for RosettaNet	10 Named Users Plus per Processor
B2B for EDI	10 Named Users Plus per Processor
Healthcare Adapter	10 Named Users Plus per Processor
B2B for ebXM	10 Named Users Plus per Processor
WebCenter Suite Plus	10 Named Users Plus per Processor
WebCenter Portal	10 Named Users Plus per Processor
WebCenter Content	10 Named Users Plus per Processor
WebCenter Sites	10 Named Users Plus per Processor
WebCenter Sites Satellite Server	10 Named Users Plus per Processor
WebCenter Universal Content Management	10 Named Users Plus per Processor



PRO GRAM	NAMED USER PLUS MINIMUM
WorkCenter Imaging	10 Named Users Plus per Processor
WorkCenter Form Recognition	10 Named Users Plus per Processor
WorkCenter Enterprise Capture	10 Named Users Plus per Processor
WorkCenter Distributed Capture	10 Named Users Plus per Processor
WorkCenter Real-Time Collaboration	10 Named Users Plus per Processor
WorkCenter Sites Mobile Option	10 Named Users Plus per Processor
Enterprise Identity Services Suite	10 Named Users Plus per Processor
Identity Governance Suite	10 Named Users Plus per Processor
Access Management Suite Plus	10 Named Users Plus per Processor
Entitlements Server	10 Named Users Plus per Processor
Entitlements Server Security Module	10 Named Users Plus per Processor
Beehive Enterprise Collaboration Server	10 Named Users Plus per Processor

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

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

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

CO UM A	CO UM B
<p><b>Database Enterprise Edition Options*</b>- Multitenant, Real Application Clusters, Real Application Clusters One Node, Partitioning, Spatial and Graph, Advanced Security, Label Security, Database Vault, Active Data Guard, Real Application Testing, Advanced Compression, Advanced Analytics, Database In-Memory, Retail Data Model, Communications Data Model, Airlines Data Model, Utilities Data Model</p> <p><b>Database Enterprise Management*</b>- Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack, Cloud Management Pack for Oracle Database</p>	Oracle Database Enterprise Edition
RDB Server Options*- TRACE	Rdb Enterprise Edition, CODASYL DBM
<p><b>WebLogic Suite Options**</b>- BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Unified Business Process Management Suite, WebLogic Coherence Grid Edition Option</p>	WebLogic Suite
<p><b>WebLogic Server Enterprise Edition and WebLogic Suite Options**</b>- WebLogic Server Multitenant, WebLogic Server Continuous Availability</p>	Associated application server Program being managed by the Program in Column A.
SOA Suite for Oracle Middleware Options**- Integration Continuous Availability	SOA Suite for Oracle Middleware
<p><b>Application Server Enterprise Management**</b>- WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition, Cloud Management Pack for Oracle Fusion Middleware, Management Pack for Oracle Data Integrator</p>	Associated application server Program being managed by the Program in Column A.
Management Pack for Oracle Coherence**	Coherence Enterprise Edition, Coherence Grid Edition
Management Pack for Oracle GoldenGate*	GoldenGate, GoldenGate for Non Oracle Database, GoldenGate for Informatica, GoldenGate for Big Data, GoldenGate for Big Data Targets
GoldenGate Foundation Suite	Oracle GoldenGate, Oracle GoldenGate for Non Oracle Database, GoldenGate for Informatica licenses
Tuxedo Advanced Performance Pack**	Tuxedo



CO UM A	CO UM B
<b>Business Intelligence Server Enterprise Edition Options-</b> Interactive Dashboard, Delivers, Answers	Business Intelligence Server Enterprise Edition
<b>Business Intelligence Suite Extended Edition Option-</b> Business Intelligence Management Pack	Business Intelligence Suite Extended Edition
<b>Beehive Platform Options-</b> Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail	Beehive Platform
Management Pack for Oracle Data Integrator	Data Integrator Enterprise Edition, Data Integrator and Application Adapter for Data Integration, or Oracle Data Integrator Enterprise Edition for Oracle Applications
<b>Hyperion Financial Data Quality Management Options-</b> Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management
<b>Hyperion Financial Data Quality Management or Hyperion Enterprise Option-</b> Hyperion Financial Data Quality Management Enterprise Edition Adapter for Financial Management, Hyperion Financial Data Quality Management – Enterprise Edition Adapter Suite, Hyperion Financial Data Quality Management – Enterprise Edition ERP Source Adapter for SAP	Hyperion Financial Data Quality Management for Hyperion Enterprise

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

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

## Licensing Rules for Applications

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

## Licensing Rules for ATG Applications

- The Oracle ATG Web Commerce Business Intelligence Program and the Oracle ATG Web Commerce Business Intelligence Administrator Program may only be used in conjunction with either the Oracle ATG Web Commerce Program and/or the Oracle ATG Web Knowledge Manager Program. You may, however, expand Your data model to include other information provided the additional information supplements information already included in the Oracle ATG Web Commerce Program or in the Oracle ATG Knowledge Manager Program
- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence Program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2)

processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

## Licensing Rules for Oracle Communications Program

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

## Licensing Rules for Oracle Construction and Engineering Program

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

## Licensing Rules for Oracle E-Business Suite Applications

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



- The option Service Hub B2B is only available with the Siebel Custom r Universal Master component of the Custom r Hub B2B Program
- The option Activity Hub B2C is only available with the Siebel Custom r Universal Master component of the Custom r Hub B2C Program
- The option Field Service Hub B2C is only available with the Siebel Custom r Universal Master component of the Custom r Hub B2C Program
- The option Marketing Hub B2C is only available with the Siebel Custom r Universal Master component of the Customer Hub B2C Program
- The option Privacy Management Policy Hub B2C is only available with the Siebel Custom r Universal Master component of the Custom r Hub B2C Program
- The option Sales Hub B2C is only available with the Siebel Custom r Universal Master component of the Customer Hub B2C Program
- The option Service Hub B2C is only available with the Siebel Custom r Universal Master component of the Customer Hub B2C Program

## Licensing Rules for Oracle Financial Services Program

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

## Licensing Rules for Oracle Hospitality Cruise Applications

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

## Licensing Rules for Oracle Food and Beverage Applications

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



those updates, bug fixes, and security fixes are subject to the terms of the Oracle Linux license agreement delivered with the Oracle MCROS hardware.

## Licensing Rules for Oracle Hospitality Hotels Applications

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

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

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



CO UM	CO UM B
<p>Profiles and Reports, Oracle Hospitality Suite8 Central Cross Reservations, Oracle Hospitality Suite8 Property Travel Agent Commission, Oracle Hospitality Suite8 Property Conference and Catering, Oracle Hospitality Suite8 Property Conference and Catering Room Planner, Oracle Hospitality Suite8 Hotel Mobile, Oracle Hospitality Suite8 Property Bed Management</p> <p><b>Oracle Hospitality Suite8 Property Interfaces*-</b>            Oracle Hospitality Suite8 Property One-Way Online Interface, Oracle Hospitality Suite8 Property Two-Way Online Interface, Oracle Hospitality Suite8 Property Telephony Management System Interface, Oracle Hospitality Suite8 Property Call Accounting System Interface (EMEA and APAC Regions), Oracle Hospitality Suite8 Property Voice Mail System Interface, Oracle Hospitality Suite8 Property Point-of-Sale Interface, Oracle Hospitality Suite8 Property Key Services System Interface</p> <p>Oracle Hospitality Suite8 Property Video Services Interface, Oracle Hospitality Suite8 Property Video Posting Only System Interface</p> <p>Oracle Hospitality Suite8 Property M nibar System            Oracle Hospitality Suite8 Property Electronic Funds Transfer Interface, Oracle Hospitality Suite8 Property Building Management System Interface, Oracle Hospitality Suite8 Property Vending System Interface, Oracle Hospitality Suite8 Property Miscellaneous System Interface, Oracle Hospitality Suite8 Property Internet Posting System Interface</p> <p>Oracle Hospitality Suite8 Property Back Office Interface, Oracle Hospitality Suite8 Property Voucher Redemption Interface, Oracle Hospitality Suite8 Property Conference and Catering Event Display Interface, Oracle Hospitality Suite8 Property Back Office Interface for baVel, Oracle Hospitality Suite8 Property Interface for HIS-Solution, Oracle Hospitality Suite8 Property Interface for TAC Voucher Redemption</p>	<p>Oracle Hospitality Suite8 Property Professional Edition OR Oracle Hospitality Suite8 Property Resort Edition, OR Oracle Hospitality Suite8 Property Small Business Edition</p>

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

## Licensing Rules for JD Edwards Applications

- The Foundation Program contains the development foundation environment/toolkit. You understand and acknowledge that any software Program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claim by third parties for damages (including, without limitation, reasonable legal fees)

arising out of any computer Program generated by You utilizing the development tools included in the Program . ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAM WILL GENERATE COMPUTER PROGRAM WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAM WILL BE ERROR FREE.

## Licensing Rules for MySQL Program

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

## Licensing Rules for PeopleSoft Applications

- Notwithstanding anything in the agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only 1 instance of the Micro Focus Visual JOL for Windows compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and you may use any number of Application Servers in connection with PeopleSoft program . You may only use this program with PeopleSoft program that you have licensed. “Named user” shall mean only 1 uniquely identified person having access to the program . More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) this third party program is a supportable program and (b) technical support fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.
- Notwithstanding anything in the agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only 1 instance of the Micro Focus Visual OBOL for Linux and UNIX compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and you may use any number of Application Servers in connection with PeopleSoft program . You may only use this program with PeopleSoft program that you have licensed. “Named user” shall mean only 1 uniquely identified person having access to the program . More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) this third party program is a supportable program and (b) technical support fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.
- Notwithstanding anything in the agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only 1 instance of the Micro Focus Visual OBOL for Linux and UNIX compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and you may use any number of Application Servers in connection with PeopleSoft program . You may only use this program with PeopleSoft program that you have licensed. “Named user” shall mean only 1 uniquely identified person having access to the program . More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) this third party program is a supportable program and (b) technical support fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.

## Licensing Rules for Siebel Applications

- For the Siebel Branch Teller Services Program Siebel Internet Banking Services Program Siebel Retail Finance Foundation Services Program and the Siebel Financial Transactions Workbench Program You may use third



party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the Program Documentation, all in accordance with the Program Documentation, and provided that such materials or modified materials shall be used solely with Your licensed use of such Program. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the Program, ancillary Program, Program Documentation, or any other materials provided by Oracle, or to permit third parties to do so.

- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes You to use the Program on only one Computer for a maximum of 20 Concurrent Users at any given time. A "Concurrent User" is defined as each individual that may concurrently use or access the Program. Concurrent Users may only be Your existing customers or Your prospective customers, and may not be Your business partners or Your employees.
- The Siebel Marketing Server Program is licensed on a Computer basis together with the number of unique Customer Records that You may access using the Program. A "Customer Record" is defined as each unique Record (including contact records, prospect records and records in external data sources) that You may access using the Program.
- The Siebel Pharm Marketing Server is licensed on the basis of the number of unique Customer Records that You may access using the Program together with the number of Brands that You may manage using the Program. A "Brand" is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage form and multiple strengths for the same molecular entity.
- The Siebel Pricing Claim Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users. An "Application User" is defined as an individual authorized by You to use the applicable licensed application Program which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Program at any given time.
- The users or processors of the Siebel Web Channel Program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the Program that is defined in the Siebel Tools Program.
- The Siebel Data Quality License may only be used with Oracle Master Data Management or Oracle CRM deployments.

## Licensing Rules for System Software Program

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

## Licensing Rules for Program Licensed per UPK Module

- Oracle grants to You a non-exclusive, nontransferable license for Your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") Program licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying Program for Your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying Program for Your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that You have a valid license for the underlying Program(s). You are prohibited from reselling or distributing the UPK content to any other party.



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

## Licensing Rules for Oracle Utilities Program

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

## AVAILABILITY RULES AND METRIC DEFINITIONS FOR ORACLE LINUX, ORACLE VM AND ORACLE VERRAZZANO SUPPORT SERVICES

The availability rules and metric definitions in this section govern Your use of the following technical support offerings: Oracle Linux Service Offering(s), the Oracle VM Service Offering(s) and/or the Oracle Verrazzano Service Offering(s) (collectively, “**Oracle Open Source Service Offerings(s)**”) ordered from Oracle or an authorized reseller.

### Metric Definitions

**Physical CPU:** is defined as each monolithic integrated circuit responsible for executing a supported System's Oracle Linux, Oracle VM or Oracle Verrazzano program. A monolithic integrated circuit with multiple cores or hyperthreading is counted as a single Physical CPU when determining the total number of Physical CPUs in a supported System

**Physical CPU Pair:** is defined as a set of two Physical CPUs installed in a single System

**System** is defined as the computer on which the Oracle Linux program, the Oracle VM Server programs and/or the Oracle Verrazzano program are installed. Where computers/blades are clustered, each computer/blade within the cluster shall be defined as a System (For purposes of calculating the price of the Oracle VM Service Offering(s), the computers where the Oracle VM Manager program are installed are not counted).

### Availability Rules

- Oracle Linux Service Offering(s) and Oracle Verrazzano Service Offering(s) are available per Physical CPU Pair. You must purchase a support subscription for each Physical CPU Pair in the supported System. A Physical CPU Pair must reside in a single System and cannot be split between two Systems. For Systems with an odd number of Physical CPUs, that number will be rounded up to the next even number to determine how many support subscriptions (at the per Physical CPU Pair metric) must be purchased.
- Oracle Linux Premier is a prerequisite for Oracle Verrazzano Premier. You must purchase Oracle Linux Premier support services for the same System for which You are purchasing Oracle Verrazzano Premier support services. Note that this prerequisite is met when running Verrazzano program on Oracle Cloud Infrastructure (OCI) by the inclusion of Oracle Linux Premier Support in all OCI IaaS cloud services.
- Oracle VM Premier Limited is available only for Systems with no more than 2 Physical CPUs per System. Oracle VM Premier is available for Systems with any number of Physical CPUs per System.



- When running Oracle Verrazzano in a cloud environment, an on-premises Oracle Verrazzano Premier Support subscription for one Physical CPU Pair can be used for any number of VMs with a combined total of up to 64 OCPUs or 128 vCPUs.
- When running Oracle Linux in a cloud environment, an on-premises Oracle Linux Basic Support or Oracle Linux Premier Support subscription for one Physical CPU Pair can be used for two VMs whose combined size are no more than 64 vCPUs. For a cloud instance with more than 64 vCPUs, you must purchase an Oracle Linux Basic Support or Oracle Linux Premier Support subscription (at the per Physical CPU Pair metric) for each additional 64 vCPUs.
- Each Oracle Linux Premier Support subscription for one Physical CPU Pair includes support for up to 20 nodes with Oracle Linux Automation Manager. To support additional nodes, You must purchase additional Oracle Linux Premier Support subscriptions per Physical CPU Pair.

Certificate of Completion

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Document Pages: 58	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Disabled	Envelope Originator:
Envelope Stamping: Disabled	Dapo Lawal
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	500 Oracle Pkwy
	Redwood City, CA 94065-1675
	dapo.lawal@oracle.com
	IP Address: 209.17.40.36

Record Tracking

Status: Original	Holder: Dapo Lawal	Location: DocuSign
2/20/2024 8:17:00 AM	dapo.lawal@oracle.com	

Signer Events	Signature	Timestamp
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Dapo Lawal	<div>DocuSigned by: <i>Dapo Lawal</i> CFEB048A0EA14D5...</div>	Sent: 2/20/2024 8:17:39 AM
dapo.lawal@oracle.com		Viewed: 2/20/2024 8:17:46 AM
Contracts Manager, Deal Manager		Signed: 2/20/2024 8:18:42 AM
Oracle America, Inc.		Freeform Signing
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 209.17.40.36	

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/20/2024 8:17:39 AM
Certified Delivered	Security Checked	2/20/2024 8:17:46 AM
Signing Completion	Security Checked	2/20/2024 8:18:42 AM
Completed	Security Checked	2/20/2024 8:18:42 AM

Payment Events	Status	Timestamps
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EXHIBIT B Discount Schedule

Delivery Term (If Applicable): F.O B. Destination

**Notes:**

1. \*Oracle's Software Update License and Support for the first year is calculated at 22% of the discounted license price. One year maintenance is subject to the "VITA Contract Pricing for Support Renewals" table below

2. Only products and cloud services currently available in production release may be ordered against the contract. The following are EXCLUDED from the product lists available to order: (a) Products on Controlled Availability Status, (b) Products Priced in Advance of Availability, (c) Products that contain an internal footnote regarding inability to be distributed by a Partner via the FUDA, (d) Products that contain royalty bearing 3rd Party commitments with discount restrictions, and (e) any other country or noted restriction. Project based SKUs (including ACX and Oracle enterprise metrics) are excluded.

3. Effective 2/20/2024 in accordance with Modification #4, Sales of JD Edwards Applications are not allowed under this contract.

Product Category	Spend (Per order)	G v't Discount % (Oracle Store LINK/URL)	Academic Discount % (Off Oracle Store List Price)
ALL ORACLE DISCOUNTS INDEXED FROM THE ORACLE STORE LINK/URL >		<a href="#">Oracle Store LINK/URL</a>	<a href="#">Oracle Store LINK/URL</a>
<u>DATABASE PRODUCTS</u>			
	\$1- \$250,000	2.00%	32.00%
	\$250,001- \$375,000	7.00%	37.00%
	\$375,001- \$500,000	7.00%	37.00%
	\$500,001+	40.00%	40.00%
<u>APPLICATION PRODUCTS</u>			
	\$1- \$250,000	2.00%	32.00%
	\$250,001- \$375,000	7.00%	37.00%
	\$375,001- \$500,000	7.00%	37.00%
	\$500,001+	40.00%	40.00%
<u>MSQL PRODUCTS</u>			
	\$1- \$250,000	0.00%	20.00%
	\$250,001- \$375,000	0.00%	20.00%
	\$375,001- \$500,000	0.00%	20.00%
	\$500,001+	20.00%	20.00%
<u>SOFTWARE UPDATE MAINTENANCE AND SUPPORT</u>	N/A	qualifies license discount*	qualifies license discount*

Camelus Wide Higher Ed Software Program			
	Customer Discount	List Price	Price List
Camelus Wide Program Licenses*	89.00%	Same as table above-based on Named User Plus License List Cost	Oracle Technology Global Price List

<p>List out campus wide software program here.</p>	<p>(a) Eligible Program . The appropriate price list is the Oracle Technology Global Price List for the following program :</p> <p><b>Oracle Database:</b></p> <p>•Standard Edition •Enterprise Edition •NoSQL Enterprise Edition</p> <p><b>Enterprise Edition Options:</b></p> <p>•Multitenant•Real Application Clusters•Partitioning•Active Data Guard•Real Application Testing•Advanced Compression•Advanced Security Option•Label Security•Database Vault•Oracle AP•Advanced Analytics</p> <p><b>Enterprise Management Options:</b></p> <p>•Diagnostics Pack•Tuning Pack •Lifecycle Management Pack•Data Masking Pack•Test Data Management Pack•Cloud Management Pack</p> <p><b>Application Server:</b></p> <p>•Weblogic Server Standard•Weblogic Server Enterprise Edition•Weblogic Suite•Internet Application Server Standard•Internet Application Server Enterprise•SOA Suite for Middleware</p> <p><b>Application Server Enterprise Management Options:</b></p> <p>•Weblogic Management Pack•SOA Management Pack•Management Pack for GridGate</p> <p><b>Data Integration:</b></p> <p>•Data Integrator Enterprise •GridGate •GridGate for Non-Oracle Database</p> <p><b>Other Products:</b></p> <p>•Webcenter Suite Plus•Webcenter Portal•Management Pack for Webcenter•Identity and Access Management Suite•Identity Governance Suite•Directory Services Plus•Access Management Suite Plus•Management Pack for Identity Management•Real User Experience Insight</p>
<p>*The discounts specified as Campus Wide Program Licenses are for Customers who qualify as educational providers under the terms of Oracle's standard Academic Practices policies and are deemed "Higher Education Institutions". Notwithstanding the existence of separate license pricing terms for educational programs, the terms and conditions of this Contract that Oracle determines to be applicable shall apply to all purchases of Oracle software and associated products offered herein under educational licenses. Higher Education Institutions purchasing under this Contract may acquire licenses on a campus-wide basis, which means licensing all full-time and part-time students, faculty and staff ("Campus Wide Program") in accordance with the following:</p> <p>(a) Internet Access. Higher Education Institutions may allow an unlimited number of internet users to access any of the Campus Wide Program licenses licensed under an Oracle Order Form provided the access is for viewing, querying, or adding data associated with the Higher Education Institution's administrative, teaching, research or community service functions. Higher Education Institutions may charge a fee for such internet access provided the fee is designed to only reimburse the Higher Education Institution for its costs incurred in developing and administering the Higher Education Institution's business program</p> <p>(b) OI and WDP Membership. As of the effective date of an order placed under this Contract, teaching departments at the Higher Education Institution may participate in the Oracle Academic Initiative (OI) and/or the Oracle Workforce Development Program (WDP) or successor program that may replace OI/WDP. The OI/WDP membership fee will be waived for any department that elects to incorporate Oracle program into its classroom teaching. Teaching departments may apply for the free membership at <a href="http://oai.oracle.com">http://oai.oracle.com</a> or <a href="http://workforce.oracle.com">http://workforce.oracle.com</a>. Once the teaching department is established as an OI/WDP member, the department will be licensed to use the Program available under OI/WDP for the purposes set forth in the applicable agreement.</p> <p>(c) User Minimums. The user minimums tables in the Oracle Licensing Definitions and Rules do not apply to Campus Wide Program licenses.</p> <p>(d) Campus Wide Program licenses may not be used for non-medical school functions of an associated medical center or university hospital (e.g., patient management and billing).</p> <p>(e) On the yearly anniversary of the effective date of an order, you must report any additional full-time and part-time students, faculty and staff to Oracle and ensure your license quantity is sufficient to cover the additional population in order to extend the rights listed above (Internet Access, OI and WDP Membership, User Minimums) for a subsequent year.</p>	

Cloud Services			
		Discount	List Price
<b>CLOUD</b>			
SaaS	N/A	30%	aries
Primavera			
Primavera P6 and Unifier	Number of Users		
	0-25	2%	aries
	26-50	7%	aries
	51-100	12%	aries
	101-200	17%	aries
	201-500	25%	aries
	501-1000	34%	aries
	1000+	40%	aries
Primavera Cloud and Aconex	/A	22%	aries



Oracle Cloud Infrastructure (OCI) / Universal Credits / Funded Allocation** (minimum spend 2,000)	Net Annual Credit Amount / Funded Allocation Value	Applicable Discount	List Price
	Less than \$100k	%	aries
	To 500K	%	aries
	To \$1M	0%	aries
	To \$5M	5%	aries
	To \$10M	0%	aries
	More than \$10M	5%	aries

\*\* OCI Annual Spend in the discount tier table above is based on each Universal Credits order and not based on cumulative UCC spend per specific customer or overall cumulative amount under the VITA contract.

\*\* OCI Annual Spend in the discount tier table above is based on the commitment after discount is applied, and not on the list price before discount.

Oracle University			
	Category	Net Monthly Subscription Price	Net Monthly Subscription Price (for Higher Ed)
Instructor Led Training (OCI Authorized Education Centers Only)	Not available		
Private Events	Not available		
Self Study Courses (SSC), Live Virtual Courses (LVC) & Training on Demand (TOD)	Not available		
Oracle Cloud Learning Subscription	Technology and Cloud Applications	5% discount for government entities	5% discount for Higher Ed
Renewal or Technical Support	Renewal or Technical Support is not applicable to Oracle University, however it is within Mithras' proposed scope. See "Software Update Maintenance and Support" category above.		
Oracle Linux Support and Oracle VM Support Services	Oracle Linux Support and Oracle VM Support Services is not applicable to Oracle University, however it is within Mithras' proposed scope. Mithras offers a 2% discount.		

Oracle Utilities (include Oracle Flow and DataRaker)			
	Category	Customer Discount	List Price
Oracle Utilities is not currently approved by Oracle for the VITA contract. Should VITA want to include Utilities, Mithras can seek Oracle approval to include this within the scope of the contract.			

Oracle Cerner			
	Category	Customer Discount	List Price
Oracle Cerner is not currently approved by Oracle for the VITA contract. Should VITA want to include Cerner, Mithras can seek Oracle approval to include this within the scope of the contract.			

VITA Contract Pricing for Support Renewals	
Start Date of Renewal Offered	IAR/AAR Subject to the Renewal
11/1/2022 – 6/30/2023	4% IAR/AAR over prior year fees
7/1/2023 – 6/30/2024	4% IAR/AAR over prior year fees

7/1/2024 – 6/30/2025	6% IAR/AAR over prior year fees
7/1/2025 – 6/30/2026	6% IAR/AAR over prior year fees
7/1/2026 – 10/31/2026	6% IAR/AAR over prior year fees