ORACLE

PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc., a Delaware corporation authorized to transact business in the State of Florida, ("Oracle") and the City of Fort Lauderdale, a Florida municipality, ("You"). This Agreement sets forth the terms and conditions that govern orders placed by You for Services under this Agreement.

1. AGREEMENT DEFINITIONS

1.1. "**Ancillary Program**" means any software agent or tool owned or licensed by Oracle that Oracle makes available to You for download as part of the Cloud Services for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment. The term "Ancillary Program" does not include Separately Licensed Third Party Technology.

1.2. "**Auto Renew**" or "**Auto Renewal**" is the process by which the Services Period of certain Cloud Services under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Agreement. The Service Specifications incorporated into Your order define which Cloud Services are eligible for Auto Renewal as well as any terms applicable to any such renewal. Please note: Auto Renewal does not apply to purchases under this Agreement. Please see Section 9.1 *infra* for renewal requirements.

1.3. "**Cloud Services**" means, collectively, the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle Programs) listed in Your order and defined in the Service Specifications. The term "Cloud Services" does not include Professional Services.

1.4. "**Data Center Region**" refers to the geographic region in which the Services Environment is physically located. The Data Center Region applicable to the Cloud Services is set forth in Your order.

1.5. "**Oracle Programs**" refers to the software products owned or licensed by Oracle to which Oracle grants You access as part of the Cloud Services, including Program Documentation, and any program updates provided as part of the Cloud Services. The term "Oracle Programs" does not include Separately Licensed Third Party Technology.

1.6. "**Professional Services**" means, collectively, the consulting and other professional Services which You have ordered. Professional Services include any deliverables described in Your order and delivered by Oracle to You under the order. The term "Professional Services" does not include Cloud Services.

1.7. "**Program Documentation**" refers to the program user manuals for the Oracle Programs referenced within the Service Specifications for Cloud Services, as well as any help windows and readme files for such Oracle Programs that are accessible from within the Services. The Program Documentation describes technical and functional aspects of the Oracle Programs. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

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

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

1.10. "**Services**" means, collectively, both the Cloud Services and Professional Services that You have ordered.

1.11. "**Services Environment**" refers to the combination of hardware and software components owned, licensed or managed by Oracle to which Oracle grants You and Your Users access as part of the Cloud Services which You have ordered. As applicable and subject to the terms of this Agreement and Your order, Oracle Programs, Third Party Content, Your Content and Your Applications may be hosted in the Services Environment.

1.12. "**Service Specifications**" means the descriptions on www.oracle.com/contracts, or such other address specified by Oracle, that are applicable to the Services under Your order, including any Program Documentation, Oracle Cloud Hosting and Delivery Policies (e.g., support and security policies), and other descriptions referenced or incorporated in such descriptions.

1.13. "**Services Period**" refers to the period of time for which You ordered Cloud Services as specified in Your order.

1.14. "**Third Party Content**" means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle and made available to You through, within, or in conjunction with Your use of, the Cloud Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, and data libraries and dictionaries. Third Party Content does not include Separately Licensed Third Party Technology.

1.15. "**Users**" means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Cloud Services in accordance with this Agreement and Your order.

1.16. "**You**" and "**Your**" refers to the entity that has executed this Agreement.

1.17. "**Your Applications**" means all software programs, including any source code for such programs, that You or Your Users provide and load onto, or create using, any Oracle "platform-as-a-service" or "infrastructure-as-a-service" Cloud Services. Services under this Agreement, including Oracle Programs and Services Environments, Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Applications."

1.18. "**Your Content**" means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in Section 11.2 below), audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or Your Users that reside in, or run on or through, the Services Environment.

2. TERM OF AGREEMENT

Unless this Agreement is terminated earlier as described below, You may place orders governed by this Agreement for a period of five years from the effective date of this Agreement (indicated below in Section 25). This Agreement will continue to govern any order for the duration of the Services Period of such order.

3. RIGHTS GRANTED

3.1 For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the Services that You ordered, including anything developed by Oracle and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Agreement and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the order.

3.2 You do not acquire under this Agreement any right or license to use the Services, including the Oracle Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.

3.3 To enable Oracle to provide You and Your Users with the Services, You grant Oracle the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which Oracle provides You with access to retrieve an export file of You Content and Your Applications. If Your Applications include third party programs, You acknowledge that Oracle may allow providers of those third party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperation of such third party programs with the Services. Oracle will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services.

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

3.5 The Services may contain or require the use of Separately Licensed Third Party Technology. You are responsible for complying with the Separate Terms specified by Oracle that govern Your use of Separately Licensed Third Party Technology. Oracle may provide certain notices to You in the Service Specifications, Program Documentation, readme or notice files in connection with such Separately Licensed Third Party Technology. The third party owner, author or provider of such Separately Licensed Third Party Technology retains all ownership and intellectual property rights in and to such Separately Licensed Third Party Technology.

3.6 As part of certain Cloud Services offerings, Oracle may provide You with access to Third Party Content within the Services Environment. The type and scope of any Third Party Content is defined in the Service Specifications applicable to Your order. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider.

4. OWNERSHIP AND RESTRICTIONS

4.1 You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Oracle or its licensors retain all ownership and intellectual property rights to the Services, including Oracle Programs and Ancillary Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under this Agreement.

4.2 You may not, or cause or permit others to:

a) remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
b) make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
c) modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Oracle;
d) perform or disclose any benchmark or performance tests of the Services, including the Oracle Programs, without Oracle's prior written consent;
e) perform or disclose any of the following security testing of the Services Environment or associated infrastructure without Oracle's prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and
f) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, Oracle Programs, Ancillary Programs, Services Environments or materials available, to any third party, other than as expressly permitted under the terms of the applicable order.

4.3 The rights granted to You under this Agreement are also conditioned on the following:

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

5. SERVICE SPECIFICATIONS

5.1 The Services are subject to and governed by Service Specifications applicable to Your order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the Oracle Programs, as well as any Services deliverables. You acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then You are responsible for promptly purchasing such additional quantity to account for Your excess usage.

5.2 Oracle may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Content. The Service Specifications are subject to change at Oracle's discretion; however, Oracle changes to the Service Specifications will not result in a material reduction in the level of performance or availability of the applicable Services provided to You for the duration of the Services Period.

5.3 Your order will specify the Data Center Region in which Your Services Environment will reside. As described in the Service Specifications and to the extent applicable to the Cloud Services that You have ordered, Oracle will provide production, test, and backup environments in the Data Center Region stated in Your order. Oracle and its affiliates may perform certain aspects of Cloud Services, such as service administration and support, as well as other Services (including Professional Services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

6. USE OF THE SERVICES

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

6.2 You agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under this Agreement, Oracle reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. Oracle shall have no liability to You in the event that Oracle takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. To the extent not prohibited by applicable law, You agree to defend and indemnify Oracle against any claim arising out of a violation of Your obligations under this section.

6.3 You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Oracle Programs, as such Patches are generally released by Oracle as described in the Service Specifications. Except for emergency or security related maintenance activities, Oracle will coordinate with You the scheduling of application of Patches, where possible, based on Oracle's next available standard maintenance window.

7. TRIAL USE AND PILOT CLOUD SERVICES

7.1 Oracle may make available certain Cloud Services for trial, non-production purposes. Cloud Services for trial purposes must be ordered under a separate Agreement. Cloud Services acquired for trial purposes are provided on an "as is" and "as available" basis and may not be used with production data that has not been masked, anonymized or otherwise rendered unreadable. Oracle does not provide technical or other support or offer any warranties for such Services.

7.2 Oracle may make available "conference room pilots" for certain Cloud Services under this Agreement. Conference room pilots ordered by You are described in the Service Specifications applicable to Your order and are provided solely for You to evaluate and test the Cloud Services for Your internal business purposes. Conference room pilots are provided by Oracle on an "as is" and "as available" basis, and Oracle does not provide technical or other support or offer any warranties for such Services. You agree not to include any production data in Your conference room Services Environment. You may be required to order certain Professional Services as a prerequisite to an order for a conference room pilot.

7.3 Oracle may make available "production pilots" for certain Cloud Services under this Agreement. Production pilots ordered by You are described in the Service Specifications applicable to Your order, and are provided solely for You to evaluate and test Cloud Services for Your internal business purposes. You may be required to order certain Professional Services as a prerequisite to an order for a production pilot.

8. FEES AND TAXES

8.1 All fees payable to Oracle are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Services You ordered, except for taxes based on Oracle's income. Fees for Services listed in an order are exclusive of taxes. Reimbursement of expenses related to providing any Professional Services, if any, will be addressed in the relevant ordering document and/or statement of work.

8.2 You understand that You may receive multiple invoices for the Services You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://oracle.com/contracts.

8.3 You agree and acknowledge that You have not relied on the future availability of any Services, programs or updates in entering into the payment obligations in Your order; however, the preceding does not relieve Oracle of its obligation during the Services Period to deliver Services that You have ordered per the terms of this Agreement.

9. SERVICES PERIOD; END OF SERVICES

9.1 Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order. Even though You order Cloud Services that are designated in the Service Specifications or Your Order as Auto Renew, such services will NOT automatically renew. In order to renew, You must provide Oracle with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intent to renew and You must execute a contract modification evidencing such renewal. The preceding sentence shall not apply if Oracle provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period that it will not renew such Cloud Services.

9.2 Upon the end of the Services, You no longer have rights to access or use the Services, including the associated Oracle Programs and Services Environments; however, at Your request, and for a period of up to 60 days after the end of the applicable Services, Oracle will make available to You Your Content and Your Applications as existing in the Services Environment on the date of termination. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.

9.3 Oracle may temporarily suspend Your password, account, and access to or use of the Services if You or Your Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' sections of this Agreement, or if in Oracle's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Oracle will provide advance notice to You of any such suspension in Oracle's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Oracle will use reasonable efforts to re-establish the affected Services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Oracle will make available to You Your Content and Your Applications as existing in the Services Environment on the date of suspension. Oracle may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after Oracle's initial notice thereof. Any suspension or termination by Oracle under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.

9.4 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 the order under which the breach occurred. If Oracle terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services ordered under this Agreement plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed subsequent to termination of this Agreement.

9.6 If You have used an Oracle Financing Division contract to pay for the fees due under an order and You are in default under that contract, You may not use the Services that are subject to such contract.

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

10. NONDISCLOSURE

10.1 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. To the extent permitted by law, Confidential Information shall be limited to the terms and pricing under this Agreement, Your Content and Your Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.

10.2 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.

10.3 Subject to applicable law, we each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will hold Your Confidential Information that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Oracle will protect the confidentiality of Your Content or Your Applications residing in the Services Environment in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order. In addition, Your Personal Data will be treated in accordance with the terms of Section 11 below. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records law. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

11. DATA PROTECTION

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

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

11.3 The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

11.4 If available, You may purchase, or may be required to purchase, additional Services from Oracle (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, Oracle Federal Security Services, etc.) to address particular data protection requirements applicable to Your business or Your Content.

12. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

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

12.2 ORACLE DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY ORACLE, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT. ORACLE DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

12.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

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

13. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM ORACLE UNDER SUCH ORDER.

14. INDEMNIFICATION

14.1 Subject to the terms of this Section 14 (Indemnification), if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations; and
c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

14.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

14.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Oracle. Oracle will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible to You within or from the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Oracle will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

14.4 The term "Material" defined above does not include Separately Licensed Third Party Technology. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use the Cloud Services and that is used: (a) in unmodified form; (b) as part of or as required to use the Cloud Services; and (c) in accordance with the usage grant for the relevant Cloud Services and all other terms and conditions of this Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for Materials under the terms of the Agreement.

14.5 This Section 14 provides the parties' exclusive remedy for any infringement claims or damages.

15. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

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

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

15.3 Any Third Party Content made accessible by Oracle in or through the Services Environment is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Oracle is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Oracle reserves the right to take remedial action if any such content violates applicable restrictions under Section 6.2 of this Agreement, including the removal of, or disablement of access to, such content.

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

15.5 Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

16. SERVICES TOOLS AND ANCILLARY PROGRAMS

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

16.2 As part of the Cloud Services, Oracle may provide You with on-line access to download certain Ancillary Programs for use with the Services. If Oracle does not specify Separate Terms for such Ancillary Programs, You shall have a non-transferable, non-exclusive, non-assignable, limited right to use such Ancillary Programs solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Your order. Your right to use such Ancillary Programs will terminate upon the earlier of Oracle's notice (which may be through posting on https://support.oracle.com or such other URL designated by Oracle), the end of the Cloud Services associated with the Ancillary Programs, or the date on which the license to use the Ancillary Programs ends under the Separate Terms specified for such programs.

17. SERVICE ANALYSES

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

18. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under 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, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

19. 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 cancelation of any export, import or other license); or 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 Services 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 the Services.

20. NOTICE

20.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification Section 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.

20.2 To request the termination of Services in accordance with this Agreement, You must submit a service request to Oracle at the address specified in Your order or the Service Specifications.

20.3 Oracle may give notices applicable to Oracle's Cloud Services customer base by means of a general notice on the Oracle portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

21. ASSIGNMENT

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

22. OTHER

22.1 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. To the extent not prohibited by law, You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations related to Your termination or modification of the employment of any of Your employees in connection with any Services under this Agreement. You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services or applications that interact with the Cloud Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner, unless the business partner is providing Services as an Oracle subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle resources under this Agreement.

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

22.3 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.

22.4 Oracle Programs and Services are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Oracle Programs and Services in such applications.

22.5 You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for Oracle to perform the Services under this Agreement.

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

22.7 You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Oracle aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. Oracle will cooperate with Your efforts to determine whether use of the standard Oracle Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services.

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

22.9 The purchase of Cloud Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Cloud Services, Professional Services, or other service offerings, programs 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 programs or products.

23. ENTIRE AGREEMENT

23.1 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, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

23.2 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 other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. Except as otherwise permitted in Section 5 (Service Specifications) and Section 11 (Data Protection) with respect to the Services, this Agreement and orders hereunder 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. No third party beneficiary relationships are created by this Agreement.

24. CLOUD SERVICES EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is 26-Feb-14. (DATE TO BE COMPLETED BY ORACLE)

CITY OF FORT LAUDERDALE

John P. "Jack" Seiler, Mayor

ATTEST:

Jonda K. Joseph, City Clerk

Approved

Lee R. Feldman, City Manager

Approved as to form:

City Attorney

Signature Date: 2/19/14

Oracle America, Inc.

Authorized Signature: Dawn M Allen

Name: Dawn M. Allen

Title: Manager, Cloud Deal Management

Signature Date: 21-Feb-2014

STATE OF Montana
COUNTY OF Gallatin

The foregoing instrument was acknowledged before me this 21st day of February, 2014, by Dawn M. Allen as Deal Manager (an individual authorized by the corporation to bind the corporation) for Oracle America, Inc., a Delaware corporation authorized to transact business in the State of Florida.

LACI K GONZALES NOTARIAL SEAL STATE OF MONTANA

Laci K. Gonzales
Notary Public
for the State of Montana
Residing at:
Bozeman, Montana
My Commission Expires:
June 07, 2015

Laci K Gonzales
(Signature of Notary Public)
State of Montana
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification X

Type of Identification Produced United States Passport

Agreement No.: _ US-CSA-7416 *[to be completed by Oracle]*

ORACLE AMENDMENT ONE

Agreement Information

This Amendment amends the Public Sector Agreement for Oracle Cloud Services, US-CSA-7416, and all amendments and addenda thereto (the "Agreement") between the City of Fort Lauderdale, a Florida municipality, ("You") and Oracle America, Inc., a Delaware corporation authorized to transact business in the State of Florida, ("Oracle").

The parties agree to amend the Agreement as follows:

1. In 1. AGREEMENT DEFINITIONS

   Delete **1.15. "Users"** and replace it with the following:

   "**1.15. "Users"** means those employees, contractors, and end users, as applicable, authorized by You to use the Cloud Services in accordance with this Agreement and Your order."

2. In 4. OWNERSHIP AND RESTRICTIONS

   a. Delete "e)" in subsection 4.2 and replace it with the following:

   "e) perform or, subject to the provisions of section 10 of this Agreement, disclose any of the following security testing of the Services Environment or associated infrastructure without Oracle's prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and"

   b. Delete "f)" in subsection 4.2 and replace it with the following:

   "f) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose (subject to the provisions of section 10 of this Agreement), permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, Oracle Programs, Ancillary Programs, Services Environments or materials available, to any third party, other than as expressly permitted under the terms of the applicable order."

   c. Delete subsection 4.3 in its entirety.

3. In 6. USE OF THE SERVICES

   a. Delete the first two sentences in subsection 6.1 and replace them with the following:

   "6.1 You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and, except as otherwise provided by Florida law, for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with Oracle, You accept responsibility for the timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers in accordance with Florida law."

   b. Delete subsection 6.2 in its entirety and replace it with the following:

   "6.2 You agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or

promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under this Agreement, Oracle reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the segregation of such material away from the remainder of Your Content. Oracle shall have no liability to You in the event that Oracle takes such action, so long as Oracle removes or disables it upon Your request, and provides You access to such material for retrieval purposes. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications."

4. In 8. FEES AND TAXES

Add "Except to the extent You are exempt," to the start of the third sentence of subsection 8.1, so that the sentence reads as follows:

"8.1 Except to the extent You are exempt, You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Services You ordered, except for taxes based on Oracle's income."

5. In 9. SERVICES PERIOD; END OF SERVICES

Add "nondisclosure" to the one sentence in subsection 9.7, so that the subsection reads as follows:

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

6. In 11. DATA PROTECTION

Delete subsection 11.4 in its entirety and replace it with the following:

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

7. In 14. INDEMNIFICATION

Delete the entire section 14 and replace it with the following:

"14.1 Subject to the terms of this Section 14 (Indemnification), if a third party makes a claim against You that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by and used by You infringes the third party's intellectual property rights, Oracle, at Oracle's 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) (Your failure to notify Oracle within thirty (30) days or sooner if required by law shall only relieve Oracle of its obligation to indemnify You under this paragraph if Oracle's defense of such claim is prejudiced by such failure.);
b. give Oracle sole control of the defense and any settlement negotiations (provided, however, that without Your written consent, Oracle may not settle a claim requiring payment by You of any non-reimbursable sum); and
c. give Oracle the information, authority and assistance Oracle needs to defend against or settle the claim.

14.2 If Oracle believes or it is determined that any of the Material may have violated a third party's intellectual property rights, Oracle may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees You may have paid to Oracle for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

14.3 Oracle will not indemnify You if You (a) alter the Material or use it outside the scope of use identified in Oracle's user or program documentation or Service Specifications, (b) use a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to You, or (c) continue to use the applicable Material after the end of the license to use that Material. Oracle will not indemnify You to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by Oracle. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Oracle. Oracle will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible to You within or from the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Oracle will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

14.4 The term "Material" defined above does not include Separately Licensed Third Party Technology, except that solely with respect to Separately Licensed Third Party Technology that is part of or is required to use the Cloud Services and that is used: (a) in unmodified form; (b) as part of or as required to use the Cloud Services; and (c) in accordance with the usage grant for the relevant Cloud Services and all other terms and conditions of this Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for Materials under the terms of the Agreement.

14.5 This Section 14 provides Your exclusive remedy for any infringement claims or damages."

8. In 15. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

Delete this section in its entirety and replace it with the following:

"15.3 Any Third Party Content made accessible by Oracle in or through the Services Environment is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Oracle is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Oracle reserves the right to take remedial action if any such content violates applicable restrictions under Section 6.2 of this Agreement, including the segregation of such content."

9. In 17. SERVICE ANALYSES

Delete this section in its entirety and replace it with the following:

"Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information, and Service Analyses do not contain Personal Data. Oracle retains all intellectual property rights in Service Analyses."

10. In 19. FORCE MAJEURE

Delete this section in its entirety and replace it with the following:

"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 cancelation of any export, import or other license); or 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 Services 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 the Services provided."

11. In 20. NOTICE

Delete subsection 20.1 in its entirety and replace it with the following:

"20.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to bankruptcy, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065. Attention: General Counsel, Legal Department."

12. In 21. ASSIGNMENT

Delete this section in its entirety and replace it with the following:

"You may not assign this Agreement or give or transfer the Services (including the Oracle Programs) or an interest in them to another individual or entity. You may not finance Your acquisition of the Services. You may not grant a security interest in any portion of the Services to another entity."

13. In 22. OTHER

a. Delete the third sentence of subsection 22.1 in its entirety and replace it with the following:

"Except as prohibited by the Florida Constitution or by the Laws of the State of Florida, and subject to the limitations contained in Section 768.28, Florida Statutes (2013), as may be amended or revised, You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations related to Your termination or modification of the employment of any of Your employees in connection with any Services under this Agreement."

b. Delete subsection 22.2 in its entirety and replace it with the following:

"22.2 If any term of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement."

c. Delete subsection 22.3 in its entirety and replace it with the following:

"22.3 This subsection is reserved."

d. Delete subsection 22.4 in its entirety and replace it with the following:

"22.4 Oracle Programs and Services are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Oracle Programs and Services in such applications, if any."

14. 25. GOVERNING LAW AND JURISDICTION

Add this new section as follows:

"This Agreement is governed by the substantive and procedural laws of the State of Florida and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division, in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it."

Subject to the modifications herein, the Agreement shall remain in full force and effect.

The Effective Date of this amendment is 26-Feb-14 (to be completed by Oracle)

City of Fort Lauderdale

John P. "Jack" Seiler, Mayor

ATTEST:

Jonda K. Joseph, City Clerk

Approved

Lee R. Feldman, City Manager

Approved as to form:

City Attorney

Signature Date: 2/19/14

Oracle America, Inc.

Authorized Signature: Dawn M. Allen

Name: Dawn M. Allen

Title: Manager, Cloud Deal Management

Signature Date: 21-Feb-2014

STATE OF Montana
COUNTY OF Gallatin

The foregoing instrument was acknowledged before me this 21st day of February, 2014, by Dawn M. Allen as Deal Manager (an individual authorized by the corporation to bind the corporation) for Oracle America, Inc., a Delaware corporation authorized to transact business in the State of Florida.

(SEAL)

Laci K. Gonzales
Notary Public
for the State of Montana
Residing at:
Bozeman, Montana
My Commission Expires:
June 07, 2015

Laci K. Gonzales
(Signature of Notary Public)
State of Montana
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification X

Type of Identification Produced United States Passport

ENSTOA – CONSULTING AGREEMENT

Consultant: Enstoa, Inc., a Delaware corporation authorized to transact business in the State of Florida, ("Consultant" or "Enstoa")
Address: 655 Third Avenue, Floor 7, New York, NY 10017, USA
Primary Contact: Arnaud Giret email: agiret@enstoa.com

Customer: City of Fort Lauderdale, a Florida municipality ("Customer")
Address: _____
Primary Contact: _____ email: _____

1. Engagement

(a) Customer hereby engages Consultant to provide the services and deliverables set forth on Appendix A (the "Project") in accordance with the timetable set forth on Appendix A (as the same may be amended from time to time) (the "SOW"), and Consultant hereby accepts the engagement. Consultant will perform, and cause its employees and agents to perform, the Project in a competent and efficient manner and in compliance with all applicable laws, rules and regulations and Customer's policies and procedures.

(b) Except as otherwise expressly set forth in any Appendix hereto, Consultant will supply, at Consultant's sole cost and expense, all materials and supplies necessary for completing the Project. Any materials and supplies furnished by Customer shall remain at all times the property of Customer, and upon completion of the Project shall be returned to Customer in good condition, reasonable wear and tear excepted.

(c) Customer shall cooperate with Consultant by providing reasonable facilities and timely access to data, information and personnel and shall provide instructions and decisions in a timely manner.

2. Term and Termination.

(a) Term. The term of the engagement is set forth in Appendix A.

(b) Termination for Breach. Each party shall have the right to terminate this Agreement upon written notice to the other party if: (i) the other party is in material breach of the terms of this Agreement, and the breaching party fails to remedy such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party; or (ii)(A) the other party makes an assignment for the benefit of creditors or makes an admission in writing of its inability to pay debts as they mature; (B) the other party files a voluntary petition for reorganization or arrangement under the U.S. Bankruptcy Code or files an answer consenting to or acquiescing in any such petition; (C) there is filed against the other party an involuntary petition under the U.S. Bankruptcy Code, an application for the appointment of a receiver for its assets, or an involuntary petition seeking liquidation, reorganization or arrangement under any other federal or state bankruptcy or insolvency laws, provided the same will not have been vacated, set aside or stayed within sixty (60) days after filing; (D) there is entered against the other party a final, non-appealable order for relief under any other bankruptcy, insolvency or similar law now or hereafter in effect; or (E) the other party ceases business operations in the ordinary course.

(d) Effect of Termination. Except as expressly set forth herein, upon termination or expiration of this Agreement or any engagement hereunder: (i) Except as otherwise provided by Florida law or Florida public records retention schedules, Customer shall promptly return to Enstoa all of Enstoa's Confidential Information in its possession or under its control; (ii) Enstoa shall promptly return to Customer all of Customer's Confidential Information in Enstoa's possession or under its control; (iii) Customer shall promptly pay to Enstoa any undisputed fees which have accrued and are otherwise outstanding hereunder as of the effective date of termination.

3. Payment.

(a) Fees. The fees for the Project are specified in Appendix A hereto. Payments are due 45 calendar days from Customer's receipt of proper invoice. No retainage shall be applied on invoice amounts.

(b) If on an invoice due date Customer has not paid it in full (subject to any deductions Customer is entitled to make), Consultant shall be entitled to give 14 (fourteen) days' notice of non-payment where after Consultant have the right to suspend all services provided to Customer. In these circumstances Consultant shall not be liable for any damages, delays, losses or expenses resulting from such suspension.

(c) Invoice payments are subject to Florida Prompt Payment Act for non-construction services.

4. Confidentiality.

(a) Consultant shall hold in confidence, and not disclose, distribute, sell, copy or otherwise disseminate or use, any information about or relating to the Project or any information (whether oral, electronic, automated, audio, video and image) pertaining to Customer's employees, research, development, plans, business affairs, properties, records, processes, techniques, contract terms or operating procedures (collectively, "Customer Confidential Information") disclosed to Consultant, except that Consultant may disclose Confidential Information to a third party that is performing work in connection with the Project on a "need to know" basis. Customer shall hold in confidence, and not disclose, distribute, sell, copy or otherwise disseminate or use, any non-public information of Consultant about or relating to the Project that is confidential pursuant to Florida law (whether oral, electronic, automated, audio, video and image) (collectively, "Consultant Confidential Information"), except that Customer may disclose Consultant Confidential Information to a third party that is performing work in connection with the Project on a "need to know" basis. Upon termination of the engagement, Consultant shall return to Customer any and all Customer Confidential Information in its possession or control and, except as otherwise provided by Florida law or Florida public records retention schedules, Customer shall return to Consultant any and all Consultant Confidential Information in its possession or control. Notwithstanding the foregoing, Confidential Information shall not include information that is in the public domain or has been generally known by Consultant prior to disclosure of the information.

(b) Each party shall promptly advise the other party of any unauthorized use or disclosure of the other party's Confidential Information.

5. Work for Hire.

(a) All data and information developed or prepared by Consultant in connection with the Project other than the Enstoa Panoptra, Enstoa Panoptra DataBridge, Enstoa Unifier AfterMods products and all other products listed on Enstoa's website (including the Object Codes and Source Codes thereof), ("Deliverables") shall be the sole property of Customer, and any copyrightable work or materials included in the Deliverables shall be deemed a work made for hire under federal copyright law, and shall belong solely to Customer. To the extent that any Deliverable may not, by operation of law, be a work made for hire, Consultant hereby grants, transfers, assigns and conveys to Customer the ownership of the copyright, patent or other intellectual property right in such Deliverable and Customer shall have the right to obtain and hold in its own name any such right or similar protection which may be available in such Deliverable. At Customer's request, Consultant shall promptly deliver, execute, file and record any and all documentation evidencing such assignment. Consultant shall indemnify and hold harmless Customer in connection with any claim by a third party (including, without limitation, any Consultant Personnel) to a Deliverable that infringes upon Customer's patent, copyright, license, trade secret or other proprietary right in the Deliverable. For the avoidance of doubt, Enstoa Panoptra, Enstoa Panoptra DataBridge, Enstoa Unifier AfterMods products and all other products listed on Enstoa's website (including the Object Codes and Source Codes thereof), the Documentation and the Know-how are not Deliverables hereunder.

(b) To the extent that Consultant uses any of its intellectual or other property in connection with performance of its services, Consultant shall retain all right, title and interest in and to such property and, except for the license expressly granted in the License Agreement, Customer shall acquire no right, title or interest in or to such property.

6. Independent Contractor. In the performance of the Project Consultant shall act solely as an independent contractor. Nothing in this Agreement shall constitute or be construed to be or create a partnership, joint venture, principal/agent or employment relationship between Customer and Consultant, nor shall Consultant have the right or authority to contractually bind or obligate Customer. Under no circumstances shall Consultant or any employee, agent or representative of Consultant ("Consultant Personnel") be deemed to be an employee,

agent or representative of Customer, and neither Consultant nor any Consultant Personnel shall be entitled to any disability benefit, workers' compensation or participation in any of Customer's pension, health or other benefit plans. Consultant agrees that all Consultant Personnel are employees, agents or representatives of the Consultant, and that during the course of providing services on behalf of Customer, Consultant retains authority and responsibility for (i) the supervision and control of the Consultant Personnel; (ii) determining the means and methods by which each Consultant Personnel provides services hereunder; and (iii) the compensation (and benefits) of the Consultant Personnel for their services, including, without limitation, the setting, modification and payment thereof, and the payment of all federal, state and local payroll taxes, including, without limitation, income taxes, Social Security taxes, federal unemployment compensation taxes and any other fees, charges licenses or payments required by law. Consultant hereby agrees to indemnify and hold harmless Customer against any fines, damages, assessments or attorneys' fees incurred by Customer in the event a court or administrative agency finds that Consultant or any Consultant Personnel is an employee of Customer.

7. Covenants; Representations and Warranties.

(a) Consultant covenants that (i) it shall comply with all Project specifications set forth in Appendix A; (ii) Customer shall have good title to all Deliverables free from any lien, claim, charge or encumbrance; (iii) the Deliverables will not infringe, misappropriate or violate the rights of any third party, including any copyright or patent rights, existing as of the date of delivery thereof and (iii) upon completion of the Project, the work product shall conform with Customer's specifications and intended use for ninety (90) days after the services delivery. In the event of a breach of the provisions of clause (iii), Consultant shall, at its sole cost and expense, promptly correct, repair or modify any defect or deviation identified by Customer in writing within thirty (30) days of Customer's written demand. If Consultant fails to correct, repair or modify the defect or deviation to Customer's satisfaction, Consultant shall promptly refund any and all sums previously paid to it by Customer in connection with the Project attributable to the time period after such notice of breach and this Agreement shall be deemed terminated without the need for further notice.

(b) Consultant represents and warrants that (i) it has full power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) the Project and any materials created by or for Consultant in connection therewith will not violate or infringe upon any proprietary or other right of a third party in existence as of the date of delivery of the allegedly infringing item, and (iii) performance by Consultant of the terms and conditions of this Agreement is not restricted by or in violation of any applicable law to which it is subject or any agreement, commitment, order, ruling or proceeding to which it is a party or to which it or any of its assets are subject.

8. Warranty Disclaimer. THERE ARE NO OTHER WARRANTIES OR CONDITIONS (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARISING UNDER LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE) FOR THE SERVICES. ENSTOA DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY, AND MERCHANTABLE QUALITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. ENSTOA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. FURTHER, ENSTOA DOES NOT WARRANT THAT ALL ERRORS IN THE SERVICES CAN OR WILL BE CORRECTED. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICES IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK, AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA. INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

9. Limitation Of Liability.

(a) Disclaimer of Consequential Damages. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

(b) Limitation on Direct Damages. IN NO EVENT SHALL CONSULTANT'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE PREVIOUS TWELVE (12) MONTHS IF SUCH CLAIM IS BASED IN CONTRACT.

10. Insurance. Consultant shall maintain throughout the term of this Agreement (i) commercial general liability insurance, written on an occurrence basis, on a combined single limit of $1,000,000 per occurrence for bodily injury or property damage $2,000,000 annual aggregate, which insurance shall include broad form property damage and contractual liability endorsements; (ii) professional liability (errors and omissions) insurance in an amount not less than $2,000,000 per claim and (iii) statutory workers' compensation insurance with Employers' Liability limits of $500,000 per occurrence. Consultant shall provide certificate(s) of insurance evidencing the required overages to Customer. The certificates shall name Customer as an additional insured with respect to the commercial general liability coverage.

11. Indemnification.

(a) Consultant shall defend, indemnify and hold harmless Customer and Customer's officers, trustees, employees and agents from and against any and all claims, liabilities, losses, expenses (including attorneys' fees), fines, penalties, taxes or damages (collectively, "Claims") arising out of bodily injury, death or physical damage to real or tangible personal property to the extent caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant while engaged in the performance of its obligations hereunder.

(b) To the extent an SOW specifies Deliverables which have intellectual property rights appurtenant thereto, Consultant shall defend, indemnify and hold harmless Customer from all Claims attributable to third parties relating to infringement by the Deliverables of any federal patent or copyright or any unauthorized use of a trade secret. If the Deliverables, or any portion thereof, are found by final, non-appealable order of a court of competent jurisdiction to be such an infringement or unauthorized use, Consultant may, at its option and expense, (i) secure for Customer the right to continue the use of such infringing item or (ii) replace or modify such Deliverable so it becomes non-infringing, provided that such replacement or modification is capable of performing substantially the same function. If Consultant, in its reasonable discretion, is unable to perform either option, Customer shall return the Deliverable to Consultant and Consultant's sole liability shall be to refund to Customer the amount paid to Consultant for such item attributable to the time period after the return of such Deliverable, provided that the foregoing shall not be construed to limit Consultant's indemnification obligation set forth herein.

(c) The party seeking indemnification under this Agreement will give prompt written notice to the other party of the Claim against which it seeks to be indemnified; provided, however, that failure to give prompt notice will not relieve such other party of any liability hereunder (except to the extent the other party has suffered actual material prejudice by such failure). The party seeking indemnification will allow the other party to direct the defense and settlement of any such Claim, with counsel of such other party's choosing subject to the reasonable approval of the party seeking indemnification, and will provide such other party, at such other party's expense, with information and assistance reasonably necessary for the defense and settlement of the claim. The party seeking indemnification will have the right, at its sole expense, to retain separate counsel and to participate in (but not control) any such action. The other party will not settle any such action without the written consent of the party seeking indemnification, which consent will not be unreasonably withheld or delayed. The other party will not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the party seeking indemnification a release from all liability with respect to the Claim.

12. Use of Name. Consultant shall not use the name of Customer in any advertising or for any commercial or promotional purpose without Customer's written consent.

13. Compliance with Law. Consultant shall comply with all applicable federal, state and locals laws, including, without limitation, the prohibition against discrimination on the basis of race, religion, creed, color, national original, age, disability, sex, marital status or veteran status.

14. Notices. All notices, demands and other communications hereunder ("Notice") shall be in writing and shall be effective for any purpose if hand delivered against receipt or sent by registered or certified mail, return receipt requested, postage prepaid. Notices to Consultant shall be sent to the address set forth above, or such other address designated by a party pursuant to the provisions of this paragraph; notices to Customer shall be sent to the address set forth above.

15. Assignment. Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, provided that such consent shall not be unreasonably withheld.

16. Survival. The provisions of this Agreement pertaining to confidentiality, public records, work for hire, use of name and indemnification shall survive the expiration or early termination of this Agreement.

17. Governing Law and Claims.

(a) This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to any applicable conflicts of law. Venue for any lawsuit by either party against the other party, or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in Broward County, Florida, or in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida, Fort Lauderdale Division.

(b) [Reserved.]

18. Miscellaneous. This Agreement and the appendices hereto constitute the entire agreement between the parties and supersede any and all prior and collateral negotiations and agreements, both written and oral, between the parties. This Agreement may be amended only in writing signed by the parties hereto. The invalidity or unenforceability of any provision of this Agreement, as determined by a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. No waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision hereof shall constitute a waiver of any other provisions, nor limit or affect such party's rights with respect to any future breach of any of the provisions of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date set forth below.

CITY OF FORT LAUDERDALE:

John P. "Jack" Seiler, Mayor

ATTEST:

Jonda K. Joseph, City Clerk

Approved

Lee R. Feldman, City Manager

Approved as to form:

By: City Attorney

WITNESSES:

Print Name: Sandra Kim
Witnesses:

Print Name: PATRICK RABAGO

Print Name:

(Corporate Seal)

Enstoa, Inc.

By:

Print Name: ARNAUD GIRET
President CFO

ATTEST:

Print Name: JOERG JOERGENSEN
Secretary

STATE OF NY
COUNTY OF NY

The foregoing instrument was acknowledged before me this 21 day of Feb., 2014, by Arnaud G.C. Giret as president for Enstoa, Inc., a Delaware corporation authorized to transact business in the State of Florida.

(Signature of Notary Public)
State of NY
(Print, Type, or Stamp Commissioned Name of Notary Public)

KERRY LATOYA MITCHELL
No. 01MI6243289
Notary Public, State of New York
Qualified in New York City County
My Commission Expires June 20, 2015

(SEAL)

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced French Passport # 12CH 48747

Appendix A
THE PROJECT

The services to be provided by Consultant are detailed in the Statement of Work entitled Project & Asset Management Software for City of Fort Lauderdale Bid Number 432-11230 submitted May 16th, 2013.

EXHIBIT D

Enstoa, Inc

Bid Contact **Mira Brady**
mbrady@enstoa.com
Ph 212-913-0870

Address **655 3rd Ave 7th Floor**
New York, NY 10017

Bid Notes **The overall price of this propsoal reflects the overall price for purchase of the 3 modules for 60 users including implementation consulting services and maintenance over a period of 5 years. Please see our document for information and pricing details on additional, optional Enstoa software(Panoptra).**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
432-11230--01-01	Oracle Primavera Unifier Software (3 Modules)	**Supplier Product Code: Supplier Notes:** Please refer to the detailed bid proposal for pricing details. Unifier User Licenses include maintenance. The price shown here reflects the purchase of User licenses for 60 users for all 3 modules including implementation services.	**First Offer - $164,108.00**	1 / lot	**$164,108.00**	**Y**	**Y**
432-11230--01-02	Annual Maintenance	**Supplier Product Code: Supplier Notes:** Unifier License costs include maintenance. Breaking out the maintenance costs for 5 years is therefore does not provide for an accurate picture of the costs. To give an accurate picture of the overall price - the pricing in this section is the Unifier licenses renewal fee for 60 users for 3 SKUs over the period of 4 years (since	**First Offer - $54,144.00**	5 / year	**$270,720.00**	**Y**	**Y**

	maintenance for the first year is included in the purchase price) and divided by 5 to provide the accurate number for the total price. Pleas refer to our full bid proposal for the details.		

Supplier Total **$434,828.00**

Enstoa, Inc

Item: **Oracle Primavera Unifier Software (3 Modules)**

Attachments

Enstoa Proposal for CFL- Project Asset Mgmt Software 2013-05-16.pdf

Project & Asset Management Software

City of Fort Lauderdale
Bid Number 432-11230

Submitted To:
Bob McKenney
Procurement Specialist II
Procurement
City of Fort Lauderdale
rmckenney@fortlauderdale.gov
+1-954-828-5139

Submitted By:
Arnaud Giret

Arnaud Giret
Chief Financial Officer
Enstoa
agiret@enstoa.com
+1-212-913-0862

ENSTOA

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ENSTOA

Executive Summary

City of Fort Lauderdale (CFL) is seeking to purchase and deploy Unifier for Capital Planning, Project Delivery Management and Cost Controls. Oracle's Primavera Unifier is a comprehensive, robust and flexible project management solution. Unifier is a data-centric collaborative platform that leverages the flow of information from planning and design, through procurement, project execution, and into operations and maintenance, all supported by powerful dashboards and reporting.

In addition to licensing and maintenance cost information for 60 users, Enstoa is providing information on its implementation services. Enstoa is a leading consulting firm with proven experience deploying capital project management systems. Each Unifier implementation requires a detailed requirements gathering and planning session before each implementation to ensure that its configurable functionalities adhere to CFL operational needs.

Enstoa therefore proposes its detailed Capital Planning IT Initiatives Workshop as a first phase (Sprint 0) of the implementation process, which serves as basis for requirements gathering, planning and design. Enstoa is further proposing its implementation services for Unifier configuration based on the assumptions detailed in this proposal.

Current Scope of this Proposal

Enstoa anticipates a 6 week implementation schedule. Please see the commercial proposal section for detailed pricing information.

About Enstoa

Enstoa technology is the new paradigm for capital project management. We provide a packaged solution that is customized for each client, combining expert consulting, IP-rich Enstoa software, infrastructure, training and support. Enstoa has a deep knowledge of the construction process and unlocks the power of enterprise data to add game-changing value. Enstoa is headquartered in New York City and supports customer deployments worldwide.

ORACLE **Platinum Partner**

Oracle Primavera is the leading Enterprise Project Portfolio Management (EPPM) solution for project-intensive industries. It offers best-in-class capabilities focused on mission critical PPM requirements of industries like engineering and construction, discrete and process manufacturing, public administration, financial services and others.

ENSTOA

Enstoa Profile

Enstoa Unifier Services

Enstoa has been implementing Unifier since 2007 and has experience throughout several industries and geographical areas. The list below represents Enstoa's involvement by region and industry in terms of cost control and forecasting systems implementations and support services.

Unifier Regional and Industry Summary

Region	Industries
Australia, Queensland	Oil & Gas
Australia, Western Australia	Oil & Gas
UK, Reading	Oil & Gas
US, New York	Healthcare, Real Estate, Infrastructure
US, New Jersey	Energy
US, California	Healthcare, Utilities
US, Houston, TX	Infrastructure
Canada, Toronto	Mining & Metals
Saudi Arabia, Al-Jubail	Chemicals

Unifier Client Case Studies

BG Group

Customer Success: Project Controls for US$15B+ project

OVERVIEW

- Global energy leader, operating in over 25 countries, UK headquarters
- Exploration, production, LNG, and transmission and distribution

CHALLENGES/OPPORTUNITIES

- Demanding integration of project management system with ERP and schedule management systems.
- Adherence to established business processes
- Adoption and training of key staff to implement systems and reap benefits of automation and integration.
- Complex work flows across multiple business disciplines reduce project efficiency and require an integrated IT approach.

SOLUTION

- Primavera Unifier, P6, Enstoa Reporting

RESULTS

BG GROUP

- Developed multiple performance baselines and streamlined relationships between baselines
- Redesigned code structure to accommodate authorization for expenditures and work packages
- SAP integration for Procure to Pay process, spends, multi-currency
- Eliminated manual calculations for apportionments of committed funding and work package approval
- Total data integrity across the project controls processes and tools: SAP, P6, Unifier, ProCon
- Executive & management reporting

ENSTOA

Woodside Energy

Customer Success: Project Controls for US$15B+ project	
OVERVIEW • Australia's largest operator of oil and gas production; based in Perth • Exploration, production, LNG, and transmission and distribution **CHALLENGES/OPPORTUNITIES** • Improving ability to manage project budget, change control, commitments, expenditure and forecast costs • Improving analysis capability project performance to better mitigate and resolve issues before cost or schedule are impacted • Providing a consistent view of Woodside's project performance across Development, PPG and Functions • Leveraging common business processes; reducing team onboarding • Better support information collaboration with Finance, Human Resources, Commercial and Supply Chain.	**EXPECTED RESULTS** woodside • Replace legacy tools and processes (in house developed systems, databases & spreadsheets) for project control & cost management • Stand up the project system of record (PSoR) and create cross-over processes with corporate system of record (CSoR) • Integrate planning and cost functions and tools (P6 and Unifier) • Single system for Greenfield and Brownfield project functions. • System integration with SAP • Executive & management reporting **SOLUTION** • Primavera Unifier, P6, Panoptra®

Benefits of Enstoa Experience for CFL

The above overview and client case studies highlight Enstoa's unique position to meet CFL's Unifier implementation requirements. The technical expertise and knowledge of best practices embodied in Enstoa and 3rd party technology is supported by well-developed implementation methodologies, Waypoint Engagement™ and 90-day Sprint™.

ENSTOA

Unifier Client List

Please see below a list of clients that benefitted from Enstoa's Unifier implementation, support and requirements gathering services in the last 12 months.

Geographical Region	Enstoa Client List	City, State / Province
Australia	BG Group / QGC	Brisbane, QLD
	INPEX	Perth, WA
	Woodside Energy Ltd	Perth, WA
Canada	Kinross Gold Corporation	Toronto
USA	Aetna	Hartford, CT
	Baxter	Deerfield, IL
	Covanta Energy	Morristown, NJ
	Hawaii Department of Transportation	Honolulu, HI
	Harris County Flood Control District	Houston, TX
	New York Presbyterian	New York, NY
	North Shore-Long Island Jewish Health System	Long Island City, NY
	NYU Langone Medical Center	New York, NY
	Pacific Gas & Electric (PG&E)	Walnut Creek, CA
	JP Morgan Chase	New York, NY
	City of New York Dept. Design & Construction	New York, NY
	Winthrop Hospital System	Mineola, NY
UK	Premier Oil UK Limited	Aberdeen, Scotland
	BG Group	London, England

Client References

PG&E

Reference Contact Information			
Reference Name	Pacific Gas & Electric	Initial Date of Work with Contact	August 2012
Contact Name	Paul Schinke	Original Contract Term	Fixed Price / 3 months
Address	370 N Wiget Lane	Any Contract Extensions	Yes
	Suite 200	Termination Date	Ongoing
	Walnut Creek, CA 94598	Reason for Termination	N/A
Contact Title	Manager, Program Controls	Telephone Number	925.270.2141 office
E-mail	paul.schinke@pge.com	Fax Number	
Nature of Relationship with Company			
Approximate Size of the Construction program, number of users,	300 Unifier user licenses		
Services provided / Software Implemented	Oracle Primavera Unifier Design & Configuration, Unifier-SAP Integration Design, Configuration & Hosting		
Detailed Description of Your Responsibilities			
Roles & Responsibilities	Unifier implementation and	Systems integrations and	

	Support	support	
Were you the Prime Contractor?	Yes	Yes	
Subcontractors & Responsibilities	None	None	

NYP

Reference Contact Information			
Reference Name	New York Presbyterian Hospital Corporate Facilities	Initial Date of Work with Contact	July 2009
Contact Name	Matthias Ebinger	Original Contract Term	ongoing
Address	512 East 71st Street	Any Contract Extensions	Yes
	New York NY 10021	Termination Date	Extension on-going
		Reason for Termination	N/A
Contact Title	Director, Facilities Systems	Telephone Number	212-746-7307
E-mail	mae9051@nyp.org	Fax Number	
Nature of Relationship with Company			
Approximate $Size of the Construction program; number of users.	2013 Capital Program authorized projects are estimated at $1.5 billion in value 450 Unifier licenses		
Services provided / Software Implemented	Oracle Primavera Unifier End-User Support, ERP (Lawson) and other systems integrations, MS SharePoint, SSRS Reports and QlikView Dashboards Support, ColumbiaSoft Document Locator implementation		
Name of Client Project Manager	Client Sponsor: Matthias Ebinger		
Detailed Description of Your Responsibilities			
Roles & Responsibilities	Unifier implementation and Support	Systems integrations and support	Business Intelligence Solution
Were you the Prime Contractor?	Yes	Yes	Yes
Subcontractors & Responsibilities	None	None	None

DDC

Reference Contact Information			
Reference Name	New York City Department of Design and Construction	Initial Date of Work with Contact	October 2011
Contact Name	Raul Canabal	Original Contract Term	1 year
Address	30-30 Thomson Avenue	Any Contract Extensions	Yes
	Long Island City, NY	Termination Date	Extension on-going
	11101	Reason for Termination	N/A
Contact Title	Assistant Commissioner	Telephone Number	718 391 1668
E-mail	canabalr@ddc.nyc.gov	Fax Number	
Nature of Relationship with Company			
Approximate $Size of the Construction program; number of users.	The DDC has a staff of over 1200 and manages a portfolio of projects for the City of New York valued over $6 billion		

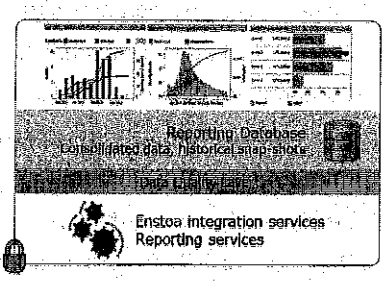
Services provided / Software Implemented	Oracle Primavera Unifier Support and Enhancements		
Name of Client Project Manager	Client Project Manager: Sponsor: Raul Canabal; Client day-to-day project manager: Jeffrey Sandiland		
Detailed Description of Your Responsibilities			
Roles & Responsibilities	Unifier implementation and Support	Reporting platform	
Were you the Prime Contractor?	Yes	Yes	
Subcontractors & Responsibilities	None	None	

Enstoa Products

In addition to best-of-breed technology products on the market, Enstoa leverages in-house developed IP to facilitate client engagements. Products are detailed below.

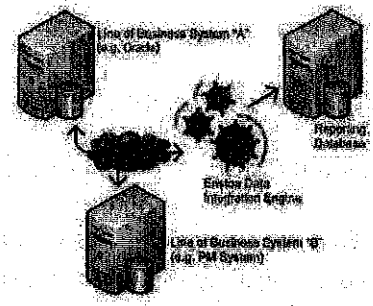
Panoptra®

Panoptra is a visualization platform that lets business managers and decision makers access data from across multiple enterprise systems, and see it in a new and transformative way. Data are extracted automatically and displayed in interactive dashboards.



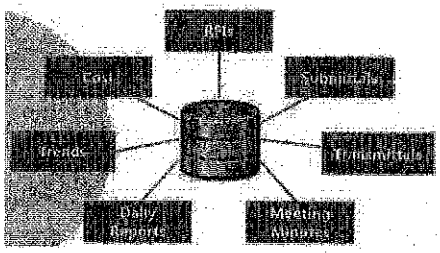
Panoptra DataBridge®

Building critical business integrations between financial and project management systems is a time consuming and risky endeavor. **Panoptra DataBridge®** has been developed and battle tested to handle complex data transformations that in turn de-risk the project, collapse deployment timeframes, and build upon existing business logic to translate data exchanges between systems.



PCM Converter

Enstoa's **PCM Converter** automatically migrates legacy data from Primavera Contract Manager into Unifier. Cleanly transfer your entire PCM database to Unifier in minutes. Map PCM modules to your business processes in Unifier with our drag-n-drop UI or take advantage of Unifier OOTB (out of the box) templates.



Unifier Data Dictionary

The flexibility of the Unifier platform requires a robust configuration management tool to track fields, forms and workflows. Enstoa's **Unifier Data Dictionary** (uDD) manages changes to configuration data elements against baseline configuration and maintains a real time data dictionary. uDD streamlines change control and field integrity important for enterprise Unifier deployments.

Project Scope

CFL's management is seeking to implement Unifier's Capital Planning, Project Delivery Management and Cost Control units, which unify existing systems and allow for better and more efficient team collaboration. Oracle's Primavera Unifier is a comprehensive, robust and flexible project management solution and Enstoa is presenting an implementation services proposal for the Unifier solution. In addition to information on licensing and maintenance of these 3 SKUs, Enstoa is providing information on its implementation services scope, methodology and pricing.

The Unifier modules will be implemented including the following functionality as detailed in CFL's Technical and Functional Specifications document:

1. User / Shell Administration
2. Templates for permissions and user preferences
3. System Reports (please see reports section below)
4. Alerts – trigger and notification threshold
5. Unifier Mail – collaboration within the system
6. Mailbox – inbound destination for emails from outside the system
7. Collaboration – personal tasks, messages, drafts
8. Information - project attributes and user directory
9. Gates – enforcement of project phases and deliverables
10. Document Manager – folders, rev ctrl, commenting, view / markup
11. Reports – User Defined Reports module
12. Cost Control & Management
13. Project Delivery Management

Implementation Objectives

The goal of the Unifier implementation is to provide CFL the ability to:

- Utilize a single, easy-to-use and web-based system to access and manage all critical project data
- Automate and apply common core business processes across the project and program lifecycle
- Provide the core elements for quality project controls

Oracle's Primavera Unifier Overview

Oracle's Primavera Unifier provides a best-in-class cloud-based solution for managing projects and facilities of any size in every vertical market. By combining rich cost management and control, document management, schedule and resource management, fund management and more with robust market-leading business process automation capabilities tailored specifically for enterprise-grade control of capital programs, Unifier's web-based platform fosters and manages from all divisions across the organization.

Oracle's Primavera Unifier is designed around five primary units (SKUs) that allow complete variability in the level of configuration and integration. The scope for Enstoa's implementation services includes the following SKUs:

1. Primavera Cost Controls

2. Primavera Project Delivery Management
3. Primavera Capital Planning

Business Processes Overview

Each of the SKU comes with pre-built out of the box (OOTB) Business Processes (BPs) which each require a certain configuration time for implementation. Further, CFL may want to modify certain OOTB BPs to fit their operational needs.

To be able to provide CFL with precise implementation services cost, Enstoa is proposing the implementation of 15 OOTB BPs, along with Portfolio Manager, Cash Flow, Document Manager, Cost Sheet, and Schedule Sheet. The list of 15 BPs included in our proposal will be picked from the list of OOTB BPs listed in Appendix A and will be determined during Sprint 0.

The table below provides sample BPs and functionality. Details for the implementation will need to be discussed and confirmed with CFL during the planning and design session.

Cost Manager	Unifier's Cost Manager is a robust, flexible and intuitive solution that is a core component of the overall system which has been designed from the ground-up to meet the complex needs of sophisticated owners with large capital programs such as CFL. Unifier's integrated cost control capabilities provide real-time visibility into the financial status of a project or portfolio of projects. All cost information rolls up to the Cost Sheet, which can be used to present information at the project and/or program level. The information can be derived from several sources: 1. Automatically fed from Business Processes (Ex: Pending Change Orders), 2. Calculation based upon other columns (Ex: Approved Change Orders + Pending Change Orders), All financial data such as budgets, expenditures, commitments, appropriations, etc. are presented in a unified view via a familiar spreadsheet-like interface known as the Cost Sheet. From the Cost Sheet, users can drill down to the record and line item level throughout all source data. Unifier's Cost Sheet template can be created to match CFL existing Work Breakdown Structure (WBS) or cost control standards.

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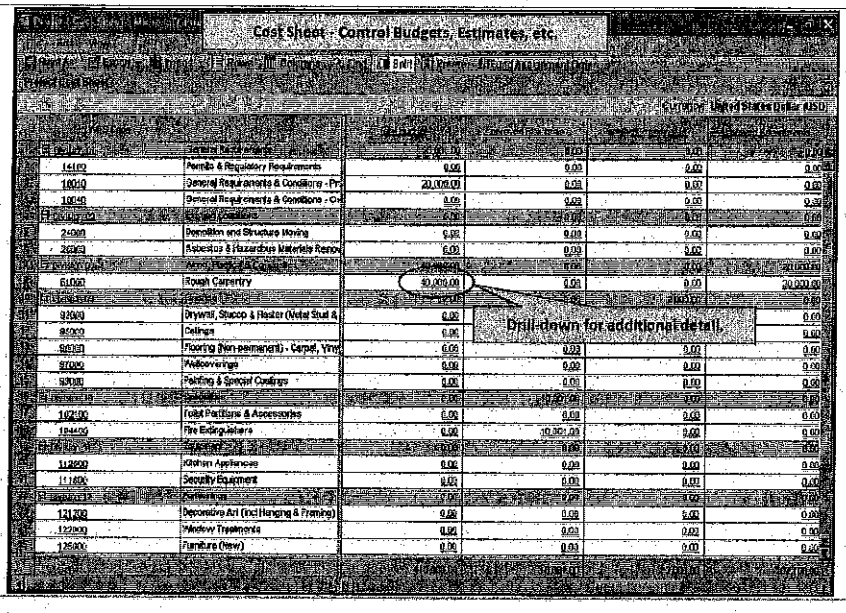
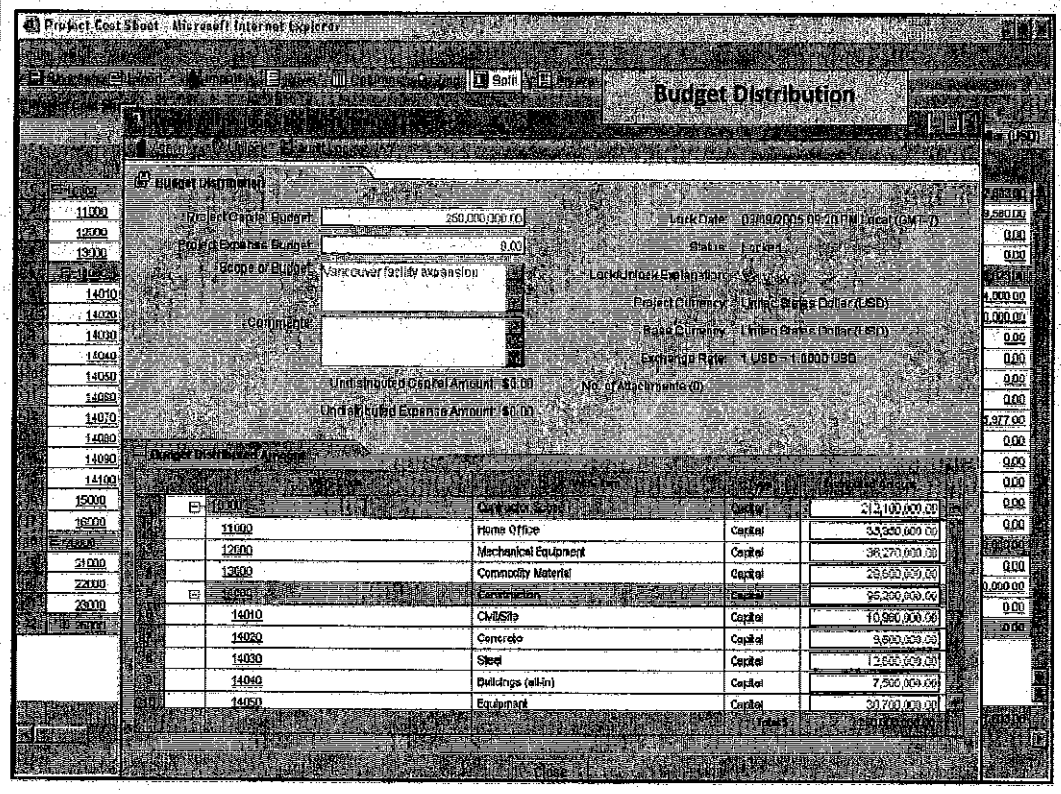


Cost Manager

Budget

Unifier's Cost Manager allows for budget distribution by Work Breakdown Structure (WBS). This feature allows budget, cost and spend information to be managed on a day-to-day basis from a capital projects / perspective. The budget distribution screen below shows how values can be allocated and locked-down to WBS codes.



Cost Manager	***Budget Changes / Transfers*** Using Unifier's workflow engine, Budget change requests and approvals can automatically be routed through the organization. Approved Changes and Transfers will increase / decrease the Current Approved Budget on the cost sheet. Budget Transfers will be a net zero event and Unifier will enforce this. Workflow approvals can be authorized or rejected through email so there is no need for occasional users to log into the system.
	Contracts Unifier supports a multitude of contract types, and standard templates for each type of contract. Contract types supported include fixed price, cost plus, GMP and incentive. Payment terms and clauses can be contracted and enforced. Appropriate calculations can be performed by the system, and provide an up-to date view of the current state of the contract.
	Commitments / Purchase Orders Unifier supports a Purchase Order business process in addition to the contracts business process. Unifier can also track detailed level SOVs and the SOV dashboard provides information on scheduled value, paid to date and remaining balance.
Cost Manager	***Change Orders*** Unifier has built Unifier's Change Management support, fully recognizing that change orders are the primary cause of projects being over schedule and over budget. Changes can be based on Field Conditions, Scope Changes, inadequate details in drawings leading to RFIs and other unforeseen situations; all of these are tracked in Unifier as part of a change business process. Approved change requests can be incorporated into change orders – each process having its own unique workflow. Unifier's Business Automation system supports conditional routing including additional approvals based on the amount of the change order and its ratio to original contract cost (E.g.: when change orders exceed 20% of the original contract value – VP approval is required). Approved Change Orders increase the overall contract value and the original contract SOV is updated with the changes.

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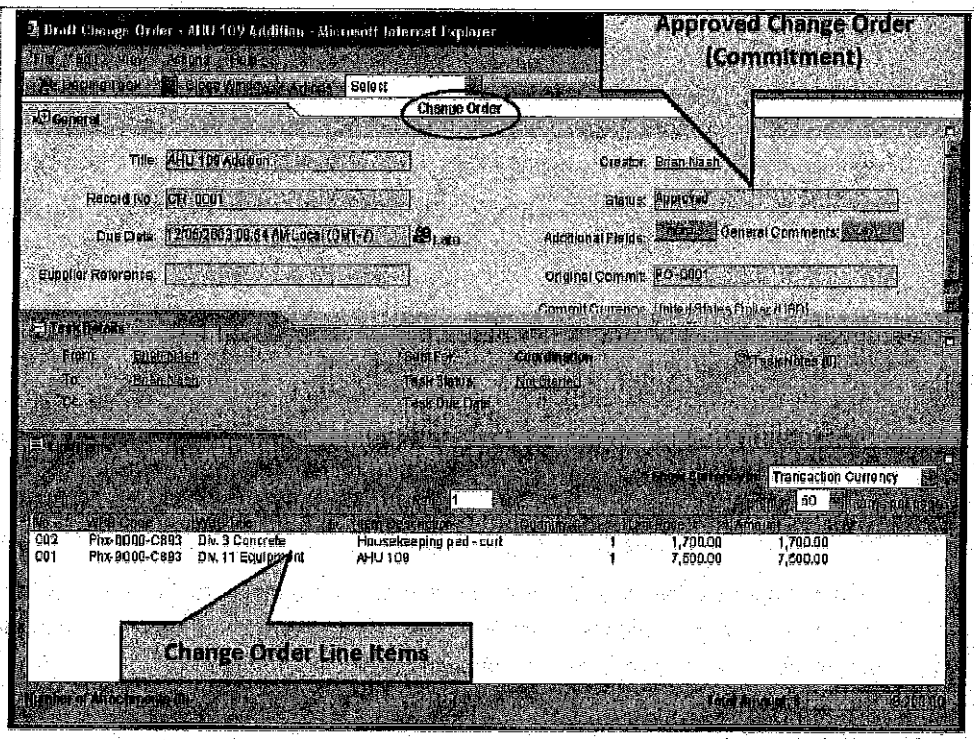


Cost Manager

Invoices – Payment Applications

The project management team will route and approve invoices internally. Invoices can be structured with retainage, unit price, and % of progress. Payment information can be entered to keep track of payment dates and check number etc. Data will roll up onto the Cost Sheet and Schedule of Values (SOV) according to the WBS structure.

Payment information can be entered to keep track of payment dates and check number. Data will roll up onto the Cost Sheet according to the WBS structure. Enstoa will also implement a standard General Invoices process for CFL. General invoices are used to track costs that are not associated to either a contract or purchase order. General invoices will roll up to the costs sheet and be added to both the commitment and the spends totals.

Cost Manager

General Invoices (Invoices without PO's)

A business process will be created to route and approve all general invoices billed to the project. These invoices do not have a corresponding commitment and therefore will be treated as a commit and a spend in the cost sheet and for the calculation of the Anticipated Costs for that WBS code Invoices – Payment Applications

Forecast

Tracking and mitigating risk is an essential component of Project Controls. All risks / issues / trends are tracked in Unifier as dedicated processes, and the status of each tracked item controls its behavior as far as inclusion in the current forecast or other calculations. As risks mature they are typically closed or evolve into other process inputs such as change requests, etc.

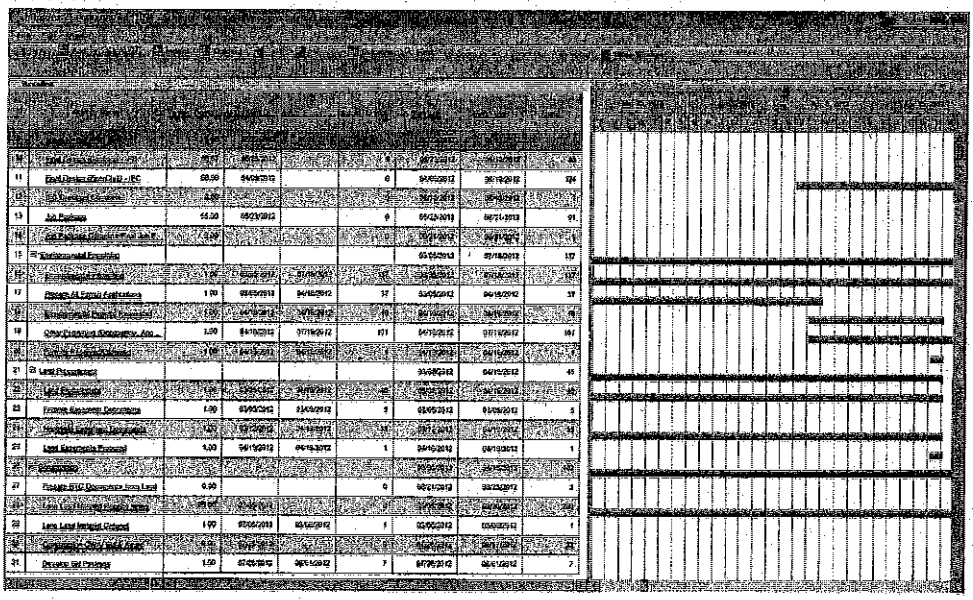
Project Delivery Management	***Project Delivery Management*** Oracle's Primavera Project Delivery Management is a powerful, easy-to-use solution for managing collaboration and communication across projects. It provides configurable business workflow to capture and record all aspects of documentation required during project execution. While it comes out of the box with common processes such as requests for information (RFIs), daily progress reports, meetings, and submittals for rapid deployment, it is highly configurable to each unique customer requirement.
Project Delivery Management	***Project Request & Project Creation*** A project request business process will be set up to capture project information and route for review and approval. Once approved, the project request will create the project shell in the selected location within the shell hierarchy.
	Design Review The design review business process will route documents to the project stakeholders for review and approval. Once approved, the documents can be automatically published to the document manager folder structure.
Collaboration & Additional BPs	***Submittal Register & Submittals*** Unifier provides a flexible system to manage a submittal register and submittal records. The submittal register can be set up to show the status of all required submittals and auto-create the submittal records based on the schedule. Submittal records can also be created and auto-populate the submittal register. The records route for review and approval and attached files can be electronically reviewed and marked up.
Collaboration & Additional BPs	***RFI (Request for Information)*** A Request for Information BP will be created to capture questions and comments and routed between the various project team members. BP records can be configured to conditionally auto create other records i.e. an RFI with cost impact can auto create a Change Order record.
	Meeting Minutes A simple business process will be developed to capture meeting minutes and route them for approval and/or comments. Records such as Action Items can be auto created off of each meeting minutes record.
	Action Items A collaborative action items business process will be implemented to informally manage outstanding actions within the projects. These can be created from a meeting minutes record or manually by any of the project team members.
	Shell Hierarchy/Parent/Sub-Projects A project shell hierarchy structure will be created to organize projects and allow for logical roll-up of project data based on the business requirements. Data attributes, security and permissions will be developed and implemented for each level of the hierarchy.

A complete list of OOTB business processes can be found in Appendix A

Unifier is a highly customizable solution and BPs can be specifically customized if required by CFL project lead.

Schedule Management

The Schedule Manager helps you track baselines against forecasts and actual completion dates. Project schedules can be rolled up and monitored at the portfolio level.

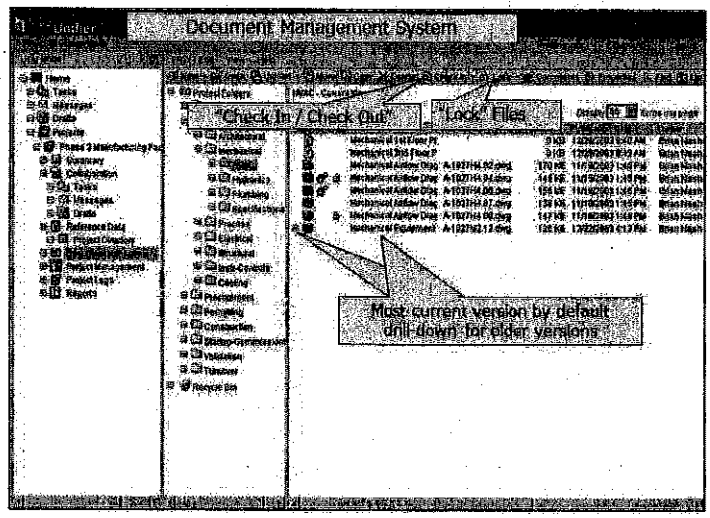


In Unifier, you can also import project schedule records from Primavera Project Planner® or Microsoft® Project. Imported schedules are editable within Unifier, and the data can be used in reports.

Enstoa will work with CFL to gather business requirements and configure the schedule manager attributes, schedule sheet template(s) at a summary WBS phase level, data mapping for imports, security and permissions.

Document Management

The Unifier Document Manager (DM) increases efficiencies and reduces errors by ensuring that project participants are always working on the most current version of documents. The system contains a flexible and configurable folder structure to support the requirements of any type of project and is governed by a detailed set of permissions at both the folder and document level.



The Unifier DM is a full-featured, best in class document management system which includes the following key features:

- Granular permissions control
- Lock / unlock
- Check-in / check-out
- Revision control
- Audit log
- Configuration metadata
- "Empty" documents
- Collaboration and comments logs
- Integrated viewer, redline and markup
- Template library

The DM will be implemented for the associated business processes above: Budget, RFP, Contracts and Change Orders, and Invoices. Enstoa will work with CFL to determine and implement a folder structure, folder and document attributes, as well as a permissions and security matrix.

Reporting

Enstoa will work with CFL team to roll-out a standard reporting solution. A summary of sample reports are below. The services priced in this scope of work include the creation of 9 User Defined Reports.

Ball-in-Court Reports	Task status log report will be created as a user defined report with the following filters Business Process, User name, status
Cost Sheet / Cost Summary	Basic Cost Sheet report will be created as a user defined report with the ability to filter on the various levels of the WBS Code structure.
Budget Change Log	Budget Change/Transfer log report will be created as a user defined report with the following filters record number, status, reason
Commitments	Commitment report will be created as a user defined report with the following filters: Vendor, record number, status
Change Order Log	Change order log report will be created as a user defined report with the following filters: Vendor, record number, status, reason
Invoice Log	Invoice log report will be created as a user defined report with the following filters Vendor, record number, status, reason
Project Status Report	Design and configure the Unifier equivalent of the current CFL project status report
Open Task Register / Ball-in-Court reports	Open task status log report will be created as a user defined report with the following filters: Business Process, User name, status, days with task
Task Workflow Summary	Task workflow summary report will be created as a user defined report with following filters: Business Process, User name, task name, status

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Enstoa's Panoptra® for Unifier

Alternatively, or in addition to the above Unifier User Defined Reports, CFL may want to consider Panoptra®, Enstoa's automated reporting platform for Unifier.

Enstoa's web-based dashboard solution and data warehouse, Panoptra®, significantly enhances visibility, control and management of complex capital project programs. Senior management, the project team and other stakeholders will have the tools to improve decision making and risk management through historical, current, and projected reporting on compliance, HSE, project delays, and cost overruns.

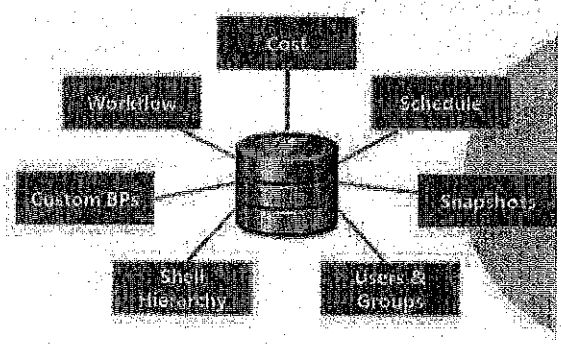
Enstoa's packaged reporting solution, Panoptra®, is an innovative offering that seamlessly integrates with Unifier and delivers facilities and project intelligence to management, team members, and stakeholders. The solution provides unprecedented visibility into issues, trends, performance and compliance.

Data captured in the reporting database can be utilized for dashboards and analytics. Panoptra®, for Primavera data model allows for powerful reporting capabilities without impacting the performance of the transactional systems.

Benefits of Panoptra®

Time tested data model

- Enjoy a simple, streamlined star schema with historical snapshot tables for easy trending – no more struggling with convoluted SQL statements and data views!
- Leverage years of experience to shave months or years off of an in-house development initiative



User-friendly web app

- Map your Unifier business processes to Panoptra's data model in minutes with our drag-n-drop UI
- Automatically generates and deploys ETL to download and import Unifier data

Please refer to Appendix C for more details on Panoptra®.

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Requested Functional Specifications Information

Required Minimum browser version (Question 5 in Technical / Other Requirements 2.03):

Unifier currently supports the internet browser versions IE v7, 8 or 9. Please note that Oracle is currently working on making Unifier available for all current browser versions. This update is to be released in the near future.

Estimated Bandwidth Requirements per User (Question 6 in Technical / Other Requirements 2.03):

When accessed via a DSL or better (3Mbps) connected to the internet, an average of 3 seconds response time is expected for standard transactions. Complex transactions such as reports that generate hundreds of records will take longer. The response time does not include internet latencies.

Details of all API connectivity options that exist (Question 7 in Technical / Other Requirements 2.03):

Primavera Unifier includes industry standard Web Services which could be leveraged to integrate with City systems. Standard access ports must be opened by the City for data exchange. When using appropriate Firewall and Network settings, the integrity of the City's system will remain uncompromised. Please note, that Integration is not included in the implementation services scope.

Oracle Policy and Procedures for Application version software upgrades (schedule of releasing upgrades, procedures for cutover involvement in upgrades, etc.) and patches (Software Updates / Schedule Maintenance 2.10):

> *Contractor shall furnish, at no charge, to the City, on-going product enhancements, updates, bug fixes, and service packs to the software version installed.*

These services are included as part of system maintenance.

> *Contractor shall describe its policy and procedure regarding how it handles application software version upgrades (schedule for releasing upgrades, procedures for cutover involvement in upgrades, etc.) and patches.*

New releases and upgrades for all Oracle products are fully documented. There is an average of 4 system upgrades per year and Oracle typically provides ample webcasts/workshops well in advance of any major upgrades or version releases so customers can become acquainted with the upgrades.

> *Warranty services are not assignable without prior approval of the City.*

For warranty information, please refer to the sample Oracle License and Service Agreement (OLSA). Please see the sample OLSA in Appendix D.

Training

Enstoa recommends the train the trainer approach be used to enhance CFL's ability to effectively manage training and ongoing adoption within their user community. Enstoa will lead workshops and training sessions to ensure the smooth transition of Unifier knowledge to CFL's core project team of power users and designated administrators (approximately 2). We estimate these training activities will take place in five 4-hour sessions. Detailed Unifier administration training will be provided to the designated CFL systems administrator.

Training Materials

Training materials will consist of an online User Manual that can be accessed from CFL's Project Management website.

Post Go-live Support

Enstoa will provide an allowance of 20 consulting hours of on-call support after the launch (go-live) of Unifier. Expected activities include:

- Training support for Project Managers, Business Services and other CFL staff members
- Unifier configuration adjustments emerging out of early-stage adoption with users
- Troubleshooting and system corrections resulting from system misuse (expected during the ramp-up period)
- Data quality and migration issues that require a specialized technical skill and knowledge of Unifier.

Out of Scope Items

Following the Unifier configuration described in this proposal, Enstoa foresees the below items to be included in the next phases of the Unifier implementation if requested by CFL. These Items are out of scope for the initial implementation.

- Data Migration
- Document Migration
- System Integration
- Business process reengineering
- Bid Management
- Major modifications of OOTB business processes not noted in the Scope section of this proposal
- P6 scheduling integration
- Functional Solutions Administration (described in the methodology section)
- Training videos
- Custom BPs
- Optional: Panoptra®

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Team Roles

Enstoa will provide a team of experienced personnel for the Unifier implementation.

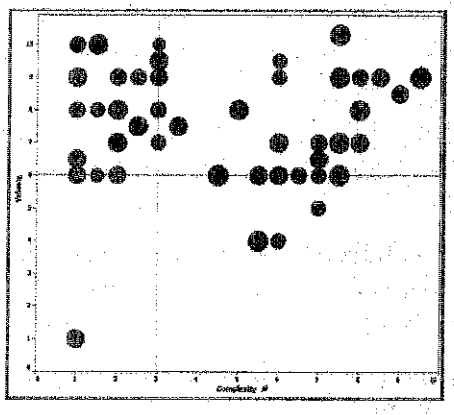
Role	Responsibility
Project Manager	Serves as the focal point for implementation and ensures overall CFL satisfaction by coordinating resources assigned to CFL. Implementation management, including managing work plan (activities and schedule), scope, issues, and QA of deliverables.
Subject Matter Expert	Provides specialized industry construction domain knowledge including best practices. Provides application, solution architecture and system design expertise.
Configuration Specialists	Performs configuration activities, for functional areas such as Business Processes, UDR, Cost Sheet, Folder Structure, etc.
Training Manager	Manages development and delivery of customized training plan and provides hands on training.

Methodology

The best software will fail to meet business objectives without methodologies that address challenges and risks in project controls and field execution systems deployment. Enstoa has spent years developing the following methodologies that support adoption, engage user groups, develop requirements through a reporting-led approach, compress deployment schedules and de-risk implementations.

90-day Sprint™

Enstoa believes that for project controls initiatives to succeed participants need to see value immediately. To accomplish this we have created our 90-day Sprint™ methodology that seeks to break down large projects into time-boxed and fix-priced engagements. We do this by engaging clients in a collaborative Stakeholder Workshop (Sprint 0) that identifies the key initiatives, places a value on them and prioritizes them according to the needs of the organization. We deliver the high value opportunities in 90 days.



Waypoint Engagement™

Common pitfalls of systems implementations are trying to boil the ocean out of the gate and misaligned objectives. Enstoa's Waypoint Engagement™ methodology aligns project teams to interim reference points defined by prototype reporting using real client data. The waypoint being established, Enstoa's iterations engage project teams through active listening to create aesthetic and meaningful report tracking tools. This reporting-led approach highlights process inefficiencies, data gaps, or personnel competency issues that can be addressed with precision and clarity in a 90-day Sprint™ program.

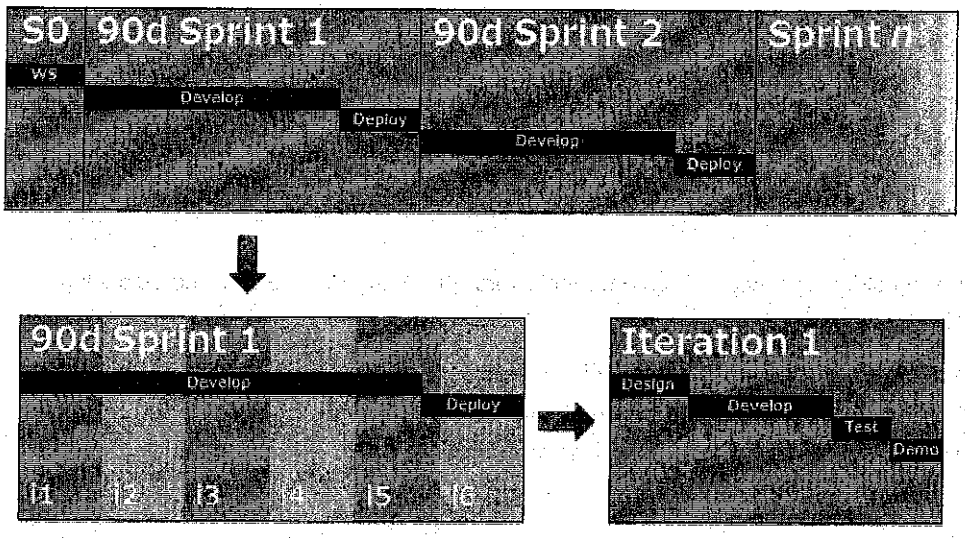
Functional Solution Administration

To ensure the effective use of Unifier, its full adoption and capture the value of future releases, Enstoa offers a comprehensive Unifier functional solution admin service of application and solution support.

90-day Sprint™

	Business Challenge	Enstoa Response
90-day Sprint™ *Maximize value on IT investments*	› Project duration exponentially increases technical and stakeholder engagement risk › We can't know it all from the start - requirements emerge › Investment justifications are hard to make on big projects	› Sprint 0 workshop is fast and elicits requirements effectively › 90-day Sprints are M^3 measurable, manageable, makeable › Changing business needs require recalibration points › Frequent and iterative deployments of functionality engage users

The implementation of Primavera Unifier requires a comprehensive implementation methodology which embodies a variety of best practices gathered through industry project management experience combined with Enstoa's expertise in deploying Unifier and other systems. Enstoa proposes its 90-day Sprint™ methodology to break down large projects into time-boxed and fix-priced engagements.



The methodology consists of the following components:

Discovery	Our interactive process takes approximately one week and solicits input from key business stakeholders and IT representatives. This process involves important dashboard prototyping with client data to arrive at the actionable go-forward plan.
Sprint	Enstoa believes that for project controls initiatives to succeed participants need to see value immediately. To accomplish this, our Sprint Methodology seeks to break down large projects into 90 day Sprints.
Iteration	Each Sprint is further broken down into 2-week iterations. This allows the projects team to check-in and ensure the project is on the right track in terms of deliverables and schedule. Regular bi-weekly Steering Committee meetings with the client allow visibility into work in progress and ensure constant adjustment and re-alignment to requirements.
Testing	Testing activities include: • Unit Testing • User Acceptance Testing • Integration Testing
Calibration Session	At the conclusion of each Sprint, Enstoa conducts a calibration session with Steering Committee members over two 90 minute meetings. Deployed solutions are presented during

the 1st meeting and decisions are made on go-forward scope for the subsequent sprint. The refined scope is presented at the next 90 minute meeting for Steering Committee sign-off.

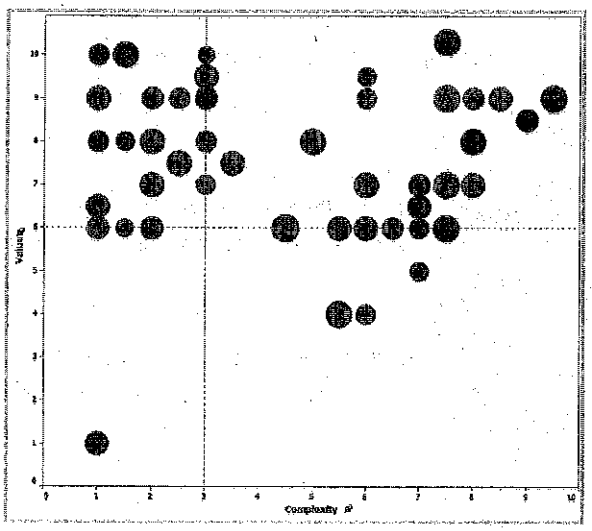
Sprint 0 (S0)

Enstoa's Capital Projects IT Initiatives Workshop is designed to be an extremely effective approach to gathering requirements, documenting needs, and planning for key performance improvements across project management, PMO, capital planning, and turn-over operations. During this time, we will work with CFL steering committee and functional groups to:

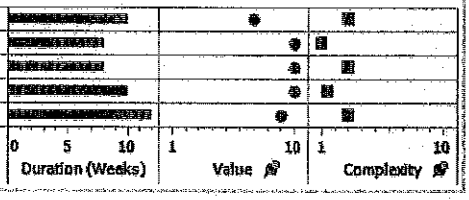
- Understand your operating objectives, key performance indicators (KPIs) and the goals for the technology systems and management dashboards
- Establish an initiatives roadmap to guide scope development and manage resource allocation
- Gather requirements and configuration needs for BPs and reports
- Identify preliminary system gaps for capital projects planning and execution

The list of initiatives gathered throughout this workshop will be rated according to value and complexity and allow Enstoa to deliver an agreed upon ***Initiatives Roadmap*** and working ***Prototype Dashboards*** using CFL data collected during the Workshop.

Please see Appendix B for an example workshop deliverable and Initiative Roadmap.



Init..	Business Unit	Performance Initiative
11	Plant Ops	Show Plant Ops work order status and last activity on PM dashboard
15	CD&C	Project summary: cost (Budget); high level; % variance analysis (CPI)
16	CD&C	Project summary: schedule variance analysis (SPI)
33	CD&C	Client reporting (highly visual)
39	CD&C	For PM: personal dashboard of all "my" projects



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Sprint Scope – Indicative

The agreed upon Initiatives Roadmap and working Prototype Dashboard using CFL data will make it easy for CFL to define the Initiatives it would like to implement in the first 90 days Sprint and beyond.

After each Sprint, Enstoa will conduct a calibration session to revisit and update the Performance Initiatives Roadmap (Value/Complexity) chart. This approach allows managers to stay close to the effectiveness of the dashboards and more precisely target their future investments in information technology.

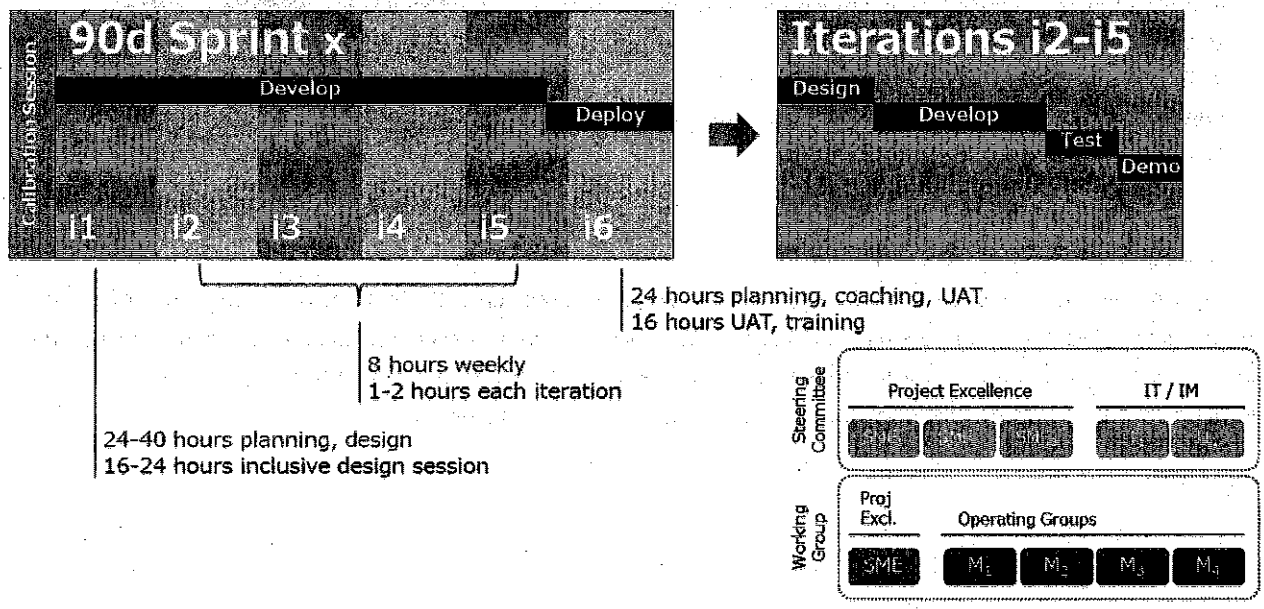
Enstoa has outlined one (1) indicative sprint to take place over a shorter time period (5 weeks after Sprint 0). The proposed schedule and scope will be validated upon completion of S0. The implementation plan and schedule is based on extensive project management implementation experience.

Please note, that for the scope defined in this proposal, Enstoa foresees the full implementation to take place within a shorter first Sprint.

Sample Client Level of Engagement

Sample Performance Items scoped within a "Sprint" for project controls

- Sanction budget workflow and stage gate process – assessment
- Trends register reporting supporting anticipated cost report



Governance Approach

Steering Committee	High-level body responsible for Project Charter sign-off, contractual matters, high-level design, and Sprint *n* scope sign-off. This typically consists of project services and IT.
Working Group	Special work groups consisting of applicable project services representatives. Individuals in different business and information technology competency areas as needed; numbers vary based upon specifics of CFL's organizational structure and requirements.

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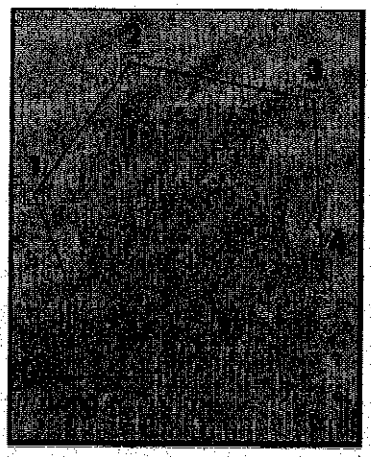
Waypoint Engagement™

	Business Challenge	Enstoa Response
Waypoint Engagement™ *Team alignment on business drivers*	• Misaligned objectives guarantee failure • Process overdesign is a common response to chaos • We have data, we lack information • User groups don't embrace the change and adoption drags	• Establish interim reference points defined by prototype reporting using real client data • Iterations engage project teams through active listening • Reporting-led approach highlights process inefficiencies, data gaps, or personnel competency issues

Principles

- Get at the real pain and requirements through **active listening**
- **Scaffolding** is the most effective personnel development technique (Zone of Proximal Development)
- Start with the end in mind through **iterative** prototypes within current business context & data
- Team **alignment** is a process not a starting point
- **Aesthetic** consultants understand tech, art, human interaction
- User group engagement leads to **adoption**



Enstoa's Approach to Training & Roll-out

Training, coaching and adoption are key components of Waypoint Engagement™ and Enstoa recommends the train the trainer approach be used to enhance CFL's ability to effectively manage training and ongoing adoption within their user community. Enstoa will lead workshops and training sessions to ensure the smooth transition of Unifier knowledge to CFL's core project team of power users and designated administrators.

Functional Solution Administration

The below section provides an overview of Enstoa's functional solution administration strategy, which is not priced as part of Enstoa's offer and is provided for information purposes only.

To ensure the effective use of Unifier, its full adoption and to capture the value of future releases, Enstoa offers a comprehensive Unifier functional solution admin service of application and solution support.

Application Administration

- Tier 2 end-user functional support

- Interface with Oracle on escalated tier 3 issues
- Unifier administration such as report subscription management
- Special Unifier administration activities for bespoke client processes
- Data quality management

Solution Administration

- Managing enhancements to Unifier configuration and built-in reports as requested and approved
- Suggesting and managing solution enhancements made possible by new Unifier releases
- Maintain up-to-date technical and user documentation
- Monitoring integration health and resolve integration issues
- Functional / SME support to enhance solution design and end-user adoption

Issue & Change Management Process

In every instance, rapid recovery depends on a mutual commitment from Enstoa functional consultants and client staff. For more rapid resolution of priority incidents it is important we have access to the appropriate people in your organization that can help troubleshoot and isolate the source of the problem. This may include database managers, network administrators, IT staff, or others as required.

We also may require access to your systems—either directly or via secondary means, such as web meetings—to aid in collecting information needed to resolve the reported problem. In turn, we'll engage the necessary staff to collaborate with you and correct any issues as soon as possible.

All change requests, or issue resolutions requiring an application modification, will be approved by the client before implementation by Enstoa. This approval process is required to ensure consistency and alignment of the current configuration with the initial implementation objectives set by the client's management team. This process will also allow for all approved changes to be documented and for the training documentation to be kept current with the latest configuration.

Items that are not deemed "priority" by the client will remain in a wish list which can be considered in a larger, future release of Unifier and/or report enhancements.

Application Administration

No change in configuration, base user support, training and application admin within templates
[P = Prime responsibility]

Category	Duties / Responsibilities	Enstoa	Client
End user tier 2 functional support during normal business hours	▸ Answer simple "How Do I..." questions and direct users to appropriate training material / Super Users / Clients Admin	P	
	▸ Troubleshoot user login issues	P	
Administer Issues & Change Request Log	▸ Maintain issues log and change request log		P
	▸ Interfacing with vendor (Oracle) on escalated support issues	P	
Unifier Administration	▸ Creating new projects		P
	▸ Manage templates and user security permissions Manage		P

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Category	Duties / Responsibilities	Enstoa	Client
	automated report subscriptions	P	
Examples of customer specific Unifier Special Admin Processes	‣ Project close-out backlog		P
	‣ Currency reconciliation	P	
	‣ Equipment file download and posting		P
	‣ Vendor qualification and setup		P
Data management	‣ Researching data inconsistencies	P	

Solution Administration

Configuration enhancements to existing BPs and Reports; integration pre-release testing; data validation; alignment of solution to industry best practices for project controls systems

Category	Duties / Responsibilities
User Enhancements Requests	‣ Minor configuration enhancements identified by the user community and vetted by Steering Committee (SC) or authorized individual(s)
Solution enhancements leveraging Unifier product releases	‣ Minor configuration enhancements made possible through Oracle product releases of new functionality; SC approval required; usually quarterly
Upgrade impact planning	‣ Pre-release testing for: Unifier configuration, reporting ‣ Integration testing ‣ Data validation testing ‣ Release communication to end-users: notification to user base for new solution releases, release webinar (if appropriate)
Unifier Integration support	‣ Monitor integration health for successes and failures ‣ Correct, through manual or automated means, failed transactions with external systems
Reporting Enhancement Requests	‣ Support for application reports and dashboards
Training Documentation	‣ Update and manage all training documentation and videos to incorporate new enhancements added to the Unifier solution
Configuration documentation	‣ Maintain and update configuration documentation of business processes, cost sheet, reports, integrations, etc.
User Documentation	‣ Update and manage all end-user documentation and videos to incorporate new enhancements added to the Unifier solution
Functional / SME Support	‣ Provide functional support to project teams on solution design and industry best practices for project controls systems

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Project Success Factors

Risks

- Project team members (SME's, technical specialists, stakeholders) can only provide limited time to support the gathering of design requirements or testing of the system, potentially resulting in incomplete requirements and a recommendation that doesn't fully meet the business needs.
- Data sources are not stored in a consistent format which could require a standardization effort and impact our delivery timeline.

Constraints

- The final solution will need to adhere to CFL IT technical and security standards and policies.

Dependencies

- CFL will need to confirm the scope of the proposal. Adjustments will need to be discussed and modifications to scope and pricing made if necessary.
- Stakeholders at CFL will diligently sign-off on deliverables.

Commercial Proposal

Assumptions

Each Unifier implementation requires detailed requirements gathering and planning sessions at the beginning of the implementation to ensure the suggested solution fits the exact client's needs. To be able to provide CFL with precise pricing for its services, Enstoa's level of effort estimation for its services is based on the following assumptions. These assumptions will need to be verified with CFL at the start of the project work and the scope adjusted if necessary.

Category	Enstoa Assumptions
Planning & Design	▸ The proposal includes Enstoa's Sprint 0 services as part of the planning and design phase of the implementation. Enstoa's assumptions and the exact requirements and scope will need to be confirmed with CFL and adjusted if necessary. ▸ Enstoa will leverage OOTB BP's to deliver full functionality of the system within the desired time frame.
Training	▸ Enstoa includes the training of 2 Admins / Super Users in its 'train the trainer' approach ▸ This scope is based on five 4 – hour 'train the trainer' sessions
Configuration	▸ Enstoa assumes a maximum number of 10 User Roles to be used in Unifier ▸ Enstoa assumes CFL has a mature and stable WBS structure ▸ Enstoa assumes CFL has existing mature business models (no business process re-engineering needed, except those changes enabled by Unifier as an automated form and workflow tool) ▸ Pricing is based on the configuration effort for 15 OOTB BPs (plus Portfolio Mgr, Cash Flow, Doc Mgr, Cost Sheet) ▸ BPs to be configured will need to be determined in the Sprint 0 planning phase ▸ CFL's Unifier users are all internal. No external users (such as vendors) need to be set up in the system ▸ Shell configuration will be limited to one single-instance shell with up to 3 levels beneath it. Users/Groups will be assigned according to shell hierarchy. ▸ CFL has a set list of project milestones set in the schedule ▸ Enstoa assumes schedule manager configuration will consist of data mapping activities for the import of schedules from other sources (i.e. MS Project or P6). Schedule manager template creation will be at a summary WBS phase level ▸ Enstoa assumes CFL has a defined methodology for gates and no re-engineering will be required
Reports	▸ The pricing is based on 9 User Defined Reports ▸ Custom reports and dashboards are in addition to implementation services (Enstoa's Panoptra solution may also be considered as reporting solution)
Other	▸ Data Migration may be required by CFL in further phases of the implementation. Whereas data migration is out of scope for this proposal, the data migration requirements will need to be discussed in the planning and design session ▸ CFL will make necessary team members available to meet with Enstoa, and these team members will be empowered to provide guidance related to the design, testing and validation of the solution.
Support	▸ Enstoa allows for up to 20 support hours ▸ The Functional Solution Administration option described above is not included in this proposal.

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Pricing

Unifier Implementation Services

Implementation Service Cost are fixed price.

Unifier Implementation	Total
Sprint 0: Project Planning & Design	$17,200
Sprint 1: Implementation & Training	$62,350
Total Implementation Services	**$79,550**
Sprint 1: Support	$4,300
Travel Expenses (estimated at 15% of services)	$12,578
Total Consulting Services & Travel	**$96,428**

Licensing & Maintenance

Oracle's Primavera Unifier yearly licensing fees include maintenance. The below pricing tables show the cost for the initial license fee for the first year and the additional license costs for 4 extra years, to reflect the total price for Unifier licenses for 60 users for all 3 SKUs over the timeframe of 5 years.

Annual Licensing Costs					
Item	Unit Price per SKU per User	Discount	Net Price	Users	Total Price
Capital Planning	$950	($574)	$376	60	$22,560
Project Delivery Management	$950	($574)	$376	60	$22,560
Cost Controls	$950	($574)	$376	60	$22,560
Total Annual Licensing Price					**$67,680**

License costs for an additional 4-year period						Total
Item	Unit Price per SKU per User	Discount	Net Price	SKUs	Users	Total Price
Yearly License Costs for 3 SKUs	$950	($574)	$376	3	$60	$67,680
4-Year License Costs						**$270,720**

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Enstoa's Panoptra® Reporting Platform (Optional)

Panoptra® for Unifier	Total
Panoptra® for Unifier Yearly Subscription Fee	**$35,000**

Commercial Terms

1. Enstoa confirms the above mentioned bid and prices are firm for acceptance by the City for a period of 120 days from bid opening date.
2. Enstoa Consulting fees will be invoiced semi-monthly based on percent of completion
3. Payment terms: NET 30
4. Consulting for services outside of this Scope of Work shall be performed at a rate of $215 per hour. Any additional work shall require pre-approval by CFL Project Lead. Hourly rates will be revised each January based on CPI.
5. Travel and other expenses will be billed at cost. Travel related expenses will be pre-approved by CFL Project Lead.

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Appendix A: Unifier Out of the Box (OOTB) Business Process List

Capital Planning

Portfolio Management
Cash Flow

Project Delivery

Action Items
Architect's Supplemental Instructions
Architect/engineer Daily Observations
Correspondence
Daily Reports
Design Change Requests
Design Reviews
Incident Reports
Lessons Learned
Meeting Minutes
Monthly Updates
Notices to Proceed
Project Closeout
Punchlist
Requests for Information
Submittal Register
Submittals
Transmittals
Warranties

Cost Controls

Budget Approval
Budget Changes
Budget Transfers
Fund Appropriations
Estimates
Contracts
Potential Change Orders
Change Orders
Payment Applications
Purchase Orders
PO Amendments
Invoices
Journal Entries
Payments
Requests for Substitution
Requests for Bid
Risks & Issues
Work Releases

APPENDIX B: Sample Workshop Report

Initiatives Roadmap

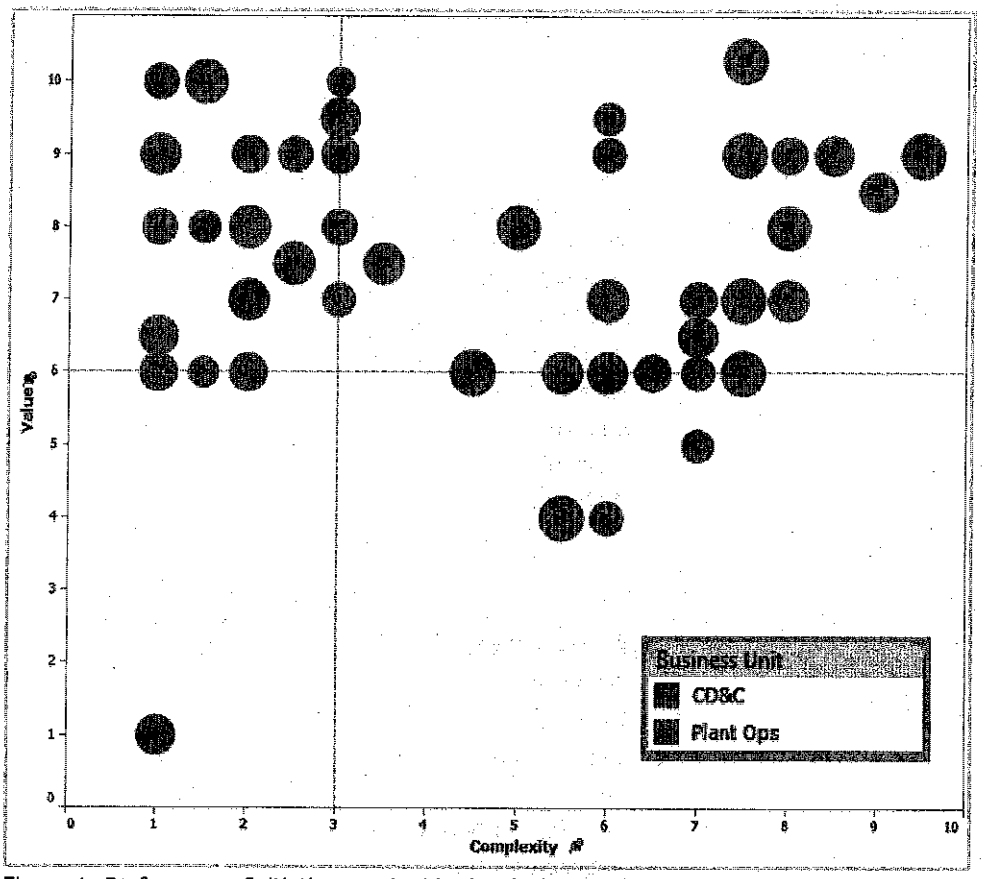

Figure 1: Performance Initiatives ranked by level of Value (1-10), and Complexity (1-10).

The Initiatives Roadmap is Enstoa's unique approach to identifying, evaluating and prioritizing performance initiatives to achieve Capital Projects system objectives. The performance initiatives are further broken down into Sprints of 60 – 90 days during which an Enstoa team along with designated members of Campus Design & Construction (CD&C) and Plant Ops will implement the selected performance initiatives. The composition of each Sprint is decided in a joint session where Enstoa and Client will evaluate the remaining initiatives, re-prioritize them if necessary and fix the scope. This process allows Client to determine if any initiatives have become redundant based on work that has been completed or identify new initiatives.

Sprint #1

Sprint #1 includes four (4) CD&C performance initiatives and one (1) Plant Ops performance initiative. The goals and descriptions of each initiative are further elaborated in Table-1 (Plant Ops Performance Initiatives) and Table-2 (CD&C Performance Initiatives).

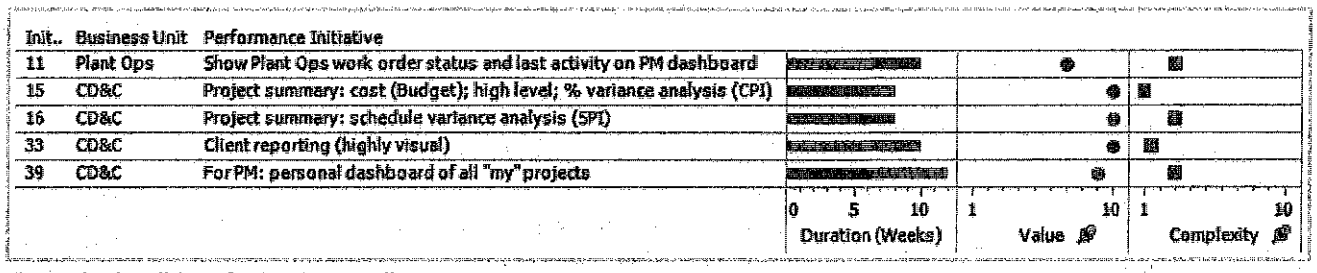

Figure 2: Candidate Sprint #1 Bundle

Sprints are Enstoa's rapid deployment methodology which gets dashboards into the hands of managers in 60 – 90 days. The speed of deployment allows managers to start using the technology and information quickly and to start experiencing the results that better information and analytics can support.

Sprint #2+

Performance Initiatives for Sprint 2 and beyond will be determined after a successful deployment of Sprint 1 activities. The Performance Initiatives Roadmap (Value/Complexity) chart will be revisited and updated at that time. This approach allows managers to stay close to the effectiveness of the dashboards and more precisely target their future investments in information technology.

Performance Initiatives

Plant Operations

Table 1 contains the performance initiatives identified by the Plant Ops group during the 3-Day workshop facilitated by Enstoa. The intent of each performance initiative is described by the *"Performance Initiative"* column. Quantitative metrics associated with each performance initiative are described in the *"Detailed Description"* column. Each performance initiative is ranked according Value and Complexity (as perceived by the Plant Ops group on behalf of all information consumer constituencies). Value and Complexity values are assigned between 1 (low) and 10 (high).

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Table 1: Plant Ops Performance Initiatives

ID	Performance Initiative	Detailed Description	Value	Complexity
1	Productivity & efficiency of staff - preliminary analysis of OT, productivity	Measure work order activity by personnel, average response times on bell curve; OT overlay	6	2
2	Are we working on the most important items? Determine algorithm for 'critical items'	Measure 'critical' items by cost, # of failures/WO's, campus building/dept, and other dimensions; enable a view of priority	7	6
3	How do our customers feel about our responses?	Customer Survey Reporting & Trending by Customer, Building, Work Performed, volume of capital project activity in dept	8	2
4	Analyze overtime by shop, person	Show a measure of productivity (ref ID #1) with OT analysis over time, but shop, dept, etc.	6	2
5	Analyze wrench time	Will require enhanced WO tracking not currently available. Analyze Wrench Time, Productive Time, Non-Productive Time, Other Non-productive Time, Unavailable Time, Average Wrench Time	9	8
6	Condition of facilities, assets	Condition assessment or an Asset analysis report	9	9
7	FCNI - sharing this with donors, budget office, occupants	Get reporting access to FCNI data and represent to educate key constituents in the facilities planning process	7	8
8	Easy access into state condition assessment; mine the data (ISES)	Get access to data for the purposes of reporting and facilities planning	7	8
9	Identify chronic assets/problems: return calls on same equipment	Identify potentially troublesome assets through WO activity and maintenance cost	9	3
10	Track workflow efficiency between steps/phases	Measure worker productivity between steps and manage inefficiency out of the process	7	1
11	Show Plant Ops work order status and last activity on PM dashboard	Keep CD&C PM's abreast of activity against their projects to enhance cross-departmental visibility and communication	7	3
12	PM/CM trending over time	Analyze the ratio of PM/CM over time, sliced by several key dimensions (type, location, etc.)	6	1

ID	Performance Initiative	Detailed Description	Value	Complexity
13	Top 10, top 20 most troubled buildings over certain periods	Campus scoring mechanism to help direct facilities planning activities; reference ID #7	9	1
14	Energy: Bldg billing/costs/consumption monthly compared to prior periods	Inform constituents and university personnel of energy use, abuse and efficiency	9	8

Campus Design & Construction (CD&C)

Table 2 show those performance initiatives determined by the Campus Design and Construction group during the 3-Day workshop facilitated by Enstoa. The intent of each performance initiative is described by the *"Performance Initiative"* column. Quantitative Metrics associated with each performance initiative are described in the *"Detailed Description"* column. Each performance initiative is ranked according to Value and Complexity (as perceived by the Campus Design and Construction group on behalf of all information consumer constituencies). Value and Complexity values are assigned between 1 (low) and 10 (high).

Table 2: CD&C Performance Initiatives

ID	Performance Initiative	Detailed Description	Value	Complexity
15	Project summary: cost (Budget); high level; % variance analysis (CPI)	Single project master report allows project details at a glance; primary audience is Mike P.; multiple dimensions for filtering	10	1
16	Project summary: schedule variance analysis (SPI)	Report on project schedule variance over time, by PM, Dept, and other dimensions; may require enhanced scheduling practice (milestone based)	10	3
17	Project historical cost analysis used for planning, populating CBE's	Master projects database of historical information with extensive filtering and mining capabilities; used for capital planning/analysis	6	5
18	Project cost month-end reconciliation (work orders, etc.)	Eliminate wasteful time of key facilities personnel by collapsing the month-end reconciliation time-frame; increase information accuracy	6	7
19	Getting cost information on work orders available to the projects	Budget Management Initiative (Plant Ops, CD&C) - higher impact for small projects	8	5
20	Consistent usage of project status, i.e. Planning, Design	Data quality index to identify incorrectly identified values; increase reliability of data	9	2
21	Standardize definition on project close - when is it closed; Closeout process	More detailed analysis on the close-out process; will need to confirm the "close-out" definition, process with team.	8	4

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ID	Performance Initiative	Detailed Description	Value	Complexity
22	Anticipate project issues (cost busts, schedule busts, scope creep, client dissatisfaction)	Use project data to predict potentially troublesome projects - should be visibly called out on key manager dashboards	9	6
23	Identified stalled, stale or slower projects	Early indicators on schedule and phase overruns; alert managers to potentially troublesome projects	8	2
24	Cash flow projects - primarily on spend side, use of funds	Forecast and measure against baseline CF that can be used by facilities, finance, and treasury functions; streamline CF reporting	10	6
25	Cash flow projects - source of funds	Report on source (origination) of funds for capital projects to enhance visibility between University departments	9	9
26	Track contractor contingency; along with project contingency	May require enhanced contingency management in Unifier; enable contingency use to act as a predictor of risk on projects (% contingency consumed vs. % project completion). Important for large projects	6	6
27	Agency Managed Account - reconcillation issue	Use data reconciliation tools to streamline accounting and project information for Agency managed accounts	6	6
28	Monitor progress on Cap Improvement / CF&R projects	Ensure that smaller (but highly critical) projects do not get "lost" and receive adequate visibility and performance reporting	10	3
29	Project manager loading (by size, phase, type, etc.), including 2nd chair (co-PM)	Tool to properly load PM's and identify overloading as a potential risk to schedule, scope, cost	7	2
30	% project complete / % project spent	Advanced project performance indicator; will require enhanced scheduling practice	8	8
31	At a glance - Tasks overdue, delay indicators - anticipated schedule busts	Show Unifier workflow task summaries with an indication of potential schedule impact	6	8
32	At a glance - Tasks overdue, anticipated budget busts	Show Unifier workflow task summaries with an indication of potential cost impact	7	7
33	Client reporting (highly visual)	Distribute via Client Facilities portal highly visual and informative dashboard(s) to clients to enhance communication & transparency	10	2
34	Report on client satisfaction - scope/quality/occupancy	Project details for clients to facilitate internal dept planning, scope control, and other activities	7	7

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	Performance Initiative	Detailed Description	Value	Complexity
35	Vendor loading - spread the work around, use new consultants, vendors	Show current & historical vendor loading and distribution - to use during bid evaluation/analysis	1	1
36	Show PM's vendor ratings and information on other vendors	Provide ratings info on vendors at the end of key project phases (i.e. design quality, closeout); add PM rating feature in Unifier	4	6
37	Show vendor performance review	Provide current and historical analytics on contracts, change orders, cost and schedule variance, and phase duration	4	6
38	Monitor project managers' projects - at a glance; portfolio overview & management	Management summary review of PM project activity; portfolio dashboard	8	1
39	For PM: personal dashboard of all "my" projects	Daily dashboard for PM's to see at a glance (on a single page) key project details, risks	9	3
40	Monitor project scope/quality for end-user occupancy satisfaction	Implement process to better assess project quality, submission sign-off; use this information as an ultimate predictor of client satisfaction	8	3
41	Monitor project scope/quality for maintainability	With a view on project handover and management by Plant Ops - provide quality checks throughout design/construction	6	7
42	Adherence to design standards	Develop and better enforce design standards through new (or refined) processes and reporting	5	7
43	Measure Total Cost of Occupancy (TCO)	Long term goal to link capital investment with operational costs and use this information for TCO evaluation	9	10
44	Overdue project tasks (Unifier) - trending report & data quality index	ensure accurate/reliable data; identify and correct missing, inconsistent, and incorrect information	8	3
45	Expected final cost - enhance cost forecasting process & reporting	Enhance cost forecasting process in Unifier (explore involving CM's); build reporting around refined process	10	8

APPENDIX C: Panoptra®

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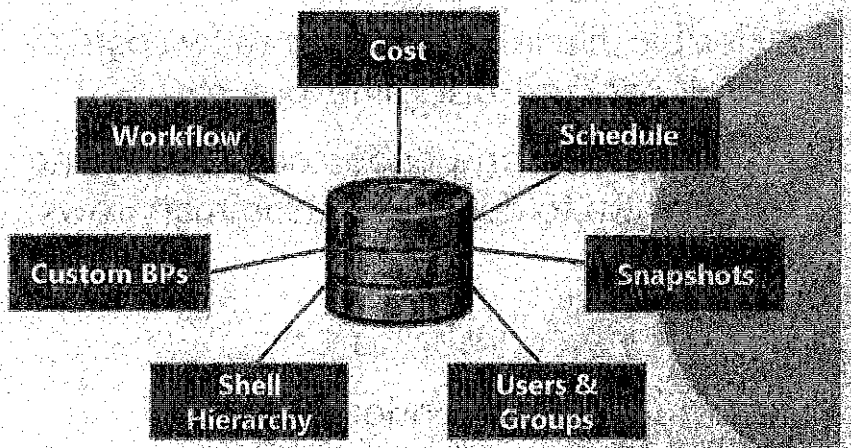
PANOPTRA An automated reporting platform for Unifier

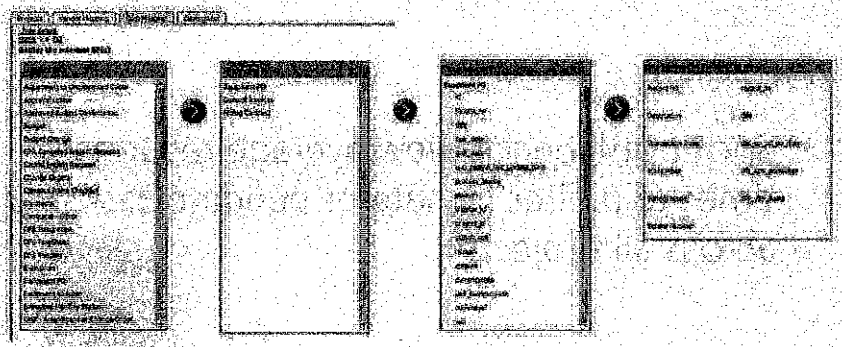
Time tested data model

- Enjoy a simple, streamlined star schema with historical snapshot tables for easy trending – no more struggling with convoluted SQL statements and data views!
- Leverage years of experience to shave months or years off of an in-house development initiative



User-friendly web app

- Map your Unifier business processes to Panoptra's data model in minutes with our drag-n-drop UI
- Automatically generates and deploys ETL to download and import Unifier data



1-click deployment

Shilpa Joshi
Marketing Manager
sjoshi@enstoa.com
212-913-0864

ORACLE Platinum Partner

PANORAMA — Standard report templates to get you started

Line item cost report

- Flexible, filterable report to show costs by work package, discipline, or area
- Show period-on-period comparisons and drill down to details from summary rows

Vendor performance

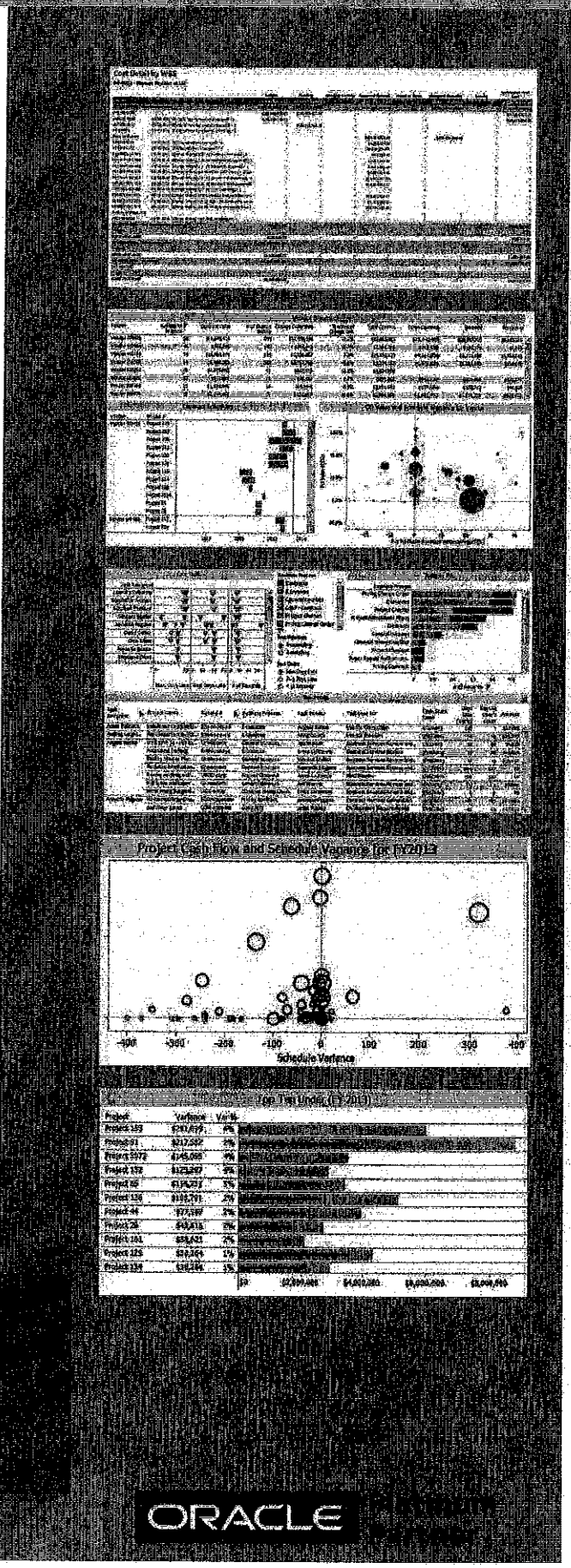
- Comprehensive vendor reporting dashboard that shows contract performance, project loading, and a complete history of work performed

Workflow status

- Spot bottlenecks, view average response times and filter for late or pending tasks across all projects

Portfolio variance

- Summary dashboards to show budget and schedule variance across your portfolio



Use next-generation data discovery and reporting tools to design your own reports and interactive dashboards

ORACLE

APPENDIX D: Sample Oracle License and Service Agreement (OLSA)

ORACLE

ORACLE LICENSE AND SERVICES AGREEMENT

A. Agreement Definitions

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B. Applicability of Agreement

This agreement is valid for the order which this agreement accompanies.

C. Rights Granted

Upon Oracle's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the ordering document), limited right to use the programs and receive any services you ordered solely for your internal business operations and subject to the terms of this agreement, including the definitions and rules set forth in the order and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this agreement in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this agreement. If accepted, Oracle will notify you and this notice will include a copy of your agreement. Program documentation is delivered with the programs, or you may access the documentation online at http://oracle.com/contracts. Services are provided based on Oracle's policies for the applicable services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order (except technical support services, which are as specified in section H of this agreement). Upon payment for services, you have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for your internal business operations anything developed by Oracle and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms provided in the ordering document.

The services provided under this agreement may be related to your license to use programs which you acquire under a separate order. The agreement referenced in that order shall govern your use of such programs. Any services acquired from Oracle are bid separately from such program licenses, and you may acquire either services or such program licenses without acquiring the other.

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Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this agreement.

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- disclose results of any program benchmark tests without Oracle's prior written consent.

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ORACLE DOES NOT GUARANTEE THAT THE 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: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.

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You may order trial programs, or Oracle may include additional programs with your order which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30 day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and will delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

G. Indemnification

If a third party makes a claim against either you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees you have paid to Oracle for the license. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which

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H. Technical Support

For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at http://oracle.com/contracts.

Technical support is effective upon the effective date of the ordering document 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.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first and second renewal years the fee for SULS will not increase by more than 4% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

I. End of Agreement

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 ends this agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for programs ordered and/or services received under this agreement plus related taxes and expenses. If Oracle ends the license for a program under the Indemnification section, you must pay within 30 days all amounts remaining unpaid for services related to such license plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use those programs and/or services ordered. You further agree that if you have used an Oracle Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the programs and/or services that are subject to such contract. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

J. Fees and Taxes

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 programs and/or services you ordered, except for taxes based on Oracle's income. Also, you will reimburse Oracle for reasonable expenses related to providing the services. Fees for services listed in an ordering document are exclusive of taxes and expenses. You agree that you have not relied on the future availability of any programs or updates in entering into the payment obligations in your ordering document; however, (a) if you order SULS for

programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under your ordering document, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under your ordering document, per the terms of your ordering document and this agreement.

K. Nondisclosure

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

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

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under 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 federal or state governmental entity as required by law.

L. Entire Agreement

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 ordering document, are the complete agreement for the programs and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs and/or services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement and any Oracle ordering document shall supersede the terms in any purchase order or other non-Oracle document and no terms included in any such purchase order or other non-Oracle document shall apply to the programs and/or services ordered. This agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of you and of Oracle. Any notice required under this agreement shall be provided to the other party in writing.

M. 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 OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY.

N. Export

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

O. Other

1. This agreement is governed by the substantive and procedural laws of the State 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.

2. If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section 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.

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

4. 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.

5. Upon 45 days written notice, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights. If you do not pay, Oracle can end your technical support, licenses and/or this agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

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 firms retained by you to provide computer 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 the business partner is providing services as an Oracle subcontractor on an engagement ordered under this agreement.

P. 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; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); 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 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for programs delivered or services provided.

Q. Terms Specific to Hardware and Hardware Support Services

1. Hardware Composition

a. Your hardware order may consist of the following components: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The term "hardware" is defined as the hardware equipment, including components, options and spare parts. The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

b. You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreements are located at http://oracle.com/contracts. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

c. You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of this order and the applicable documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

d. The operating system and/or integrated software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by the agreement including this order. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at http://oss.oracle.com/systems-opensourcecode . Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of our last delivery of the applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

e. You may only make copies of the operating system and integrated software for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the operating system or integrated software. You shall not decompile or reverse engineer the operating system or integrated software.

f. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the agreement.

g. You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

2. Use Restriction

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

3. Warranty

a. Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software, and (iii) the operating system media and the integrated software media (collectively, "media"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to you. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to you. You may access a more detailed description of the Oracle Hardware Warranty at http://www.oracle.com/support/policies.html ("the warranty web page"). Any changes to the Oracle Hardware Warranty specified on the warranty web page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

b. **FOR ANY BREACH OF THE WARRANTIES IN THIS SECTION 3, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR (ii) IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE PRODUCT AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE PRODUCT. TO THE EXTEND**

NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO YOUR HARDWARE ORDER, INCLUDING ANY WARRANTIES OR CONDITION OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

c. Replacement units for defective parts or components replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or components shall transfer back to Oracle upon removal from the hardware.

d. **ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR MEDIA.**

e. No warranty will apply to any hardware, operating system, integrated software or media which has been:

(i) modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
(ii) maltreated or used in a manner other than in accordance with the relevant documentation;
(iii) repaired by any third party in a manner which fails to meet Oracle's quality standards;
(iv) improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
(v) used with equipment or software not covered by the Oracle Hardware Warranty, to the extent that the problems are attributable to such use;
(vi) relocated, to the extent that problems are attributable to such relocation;
(vii) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
(viii) used by parties appearing on the most current U.S. export exclusion list;
(ix) relocated to countries subject to U.S. trade embargo or restrictions;
(x) used remotely to facilitate any activities in the countries referenced in (ix) above; or
(xi) purchased from any entity other than Oracle or an Oracle authorized distributor.

f. The Oracle Hardware Warranty does not apply to normal wear of the hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware and may be void in the event that title to the hardware is transferred to a third party.

4. Delivery, Installation and Acceptance of Hardware

a. You are responsible for installation of the hardware, unless you purchase installation services from Oracle with respect to such hardware.

b. Oracle will deliver the hardware to the delivery address specified by you on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified on the order. The applicable country specific hardware shipping terms are located in the Order and Delivery Policies, which may be accessed at http://oracle.com/contracts.

c. Acceptance of the hardware occurs on delivery.

d. Oracle may make and invoice you for partial deliveries.

e. Oracle may make product substitutions and modifications that do not cause a material adverse effect in overall hardware performance.

f. Oracle will use its reasonable commercial efforts to deliver the hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of hardware that you have ordered.

5. Transfer of Title

Title to the hardware will transfer upon delivery.

R. Hardware Specific Modifications to the Terms of the Agreement

The following terms are applicable to your order if it includes hardware.

a. Ownership and Restrictions

The word "programs" in the first sentence of the first paragraph of the Ownership and Restrictions section of the agreement is replaced by the phrase "programs, the operating system and integrated software".

Add the following as a new second sentence in the first paragraph of the Ownership and Restrictions section of the agreement: "Oracle or its licensors retain all intellectual property rights to the hardware."

In the second sentence of the second paragraph of the Ownership and Restrictions section of the agreement, the phrase "specified in the program documentation" is replaced by the phrase "specified in the program documentation or readme files".

b. Indemnification

The term "Material" under the Indemnification section of the agreement shall include the hardware (as defined below). Provided you are a current subscriber to Oracle technical support services for the operating system (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which you are/were a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under the Indemnification section of the agreement shall include the operating system and the integrated software and (ii) the phrase "program(s)" in the Indemnification section of the agreement is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., Oracle will not indemnify you for your use of the operating system and/or integrated software when you are/were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify you for materials that are not part of the Oracle Linux covered files as defined at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf.

Add the following as a new second sentence in the second paragraph of the Indemnification section of the agreement: "Notwithstanding the previous sentence and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value."

c. Technical Support

Add the following paragraphs at the end of the Technical Support section of the agreement:

"Oracle Hardware and Systems Support acquired with your order may be renewed annually and, if you renew Oracle Hardware and Systems Support for the same systems and same configurations, for the first and second renewal years the technical support fee will not increase by more than 4% over the prior year's fees."

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at http://www.oracle.com/us/support/policies/index.html."

d. End of Agreement

In the second sentence of the End of Agreement section of the agreement, the phrase "programs ordered and/or services received" is replaced by the phrase "hardware and programs ordered and/or services received".

In the fifth and sixth sentences of the End of Agreement section of the agreement, the phrase "programs and/or services" is replaced by the phrase "hardware, programs and/or services".

e. Entire Agreement

The phrase "programs and/or services" is replaced by the phrase "programs, hardware, operating system, integrated software and/or services" in all instances in the Entire Agreement section of the agreement.

f. Limitation of Liability

In the second sentence of the Limitation of Liability section of the agreement, (i) the phrase "**PROGRAMS OR SERVICES**" is replaced by the phrase "**PROGRAMS, HARDWARE OR SERVICES**" and (ii) the phrase "**PROGRAM OR SERVICES**" is replaced by the phrase "**PROGRAM, HARDWARE OR SERVICES**".

g. Export

The Export section of the agreement is deleted and replaced with the following:

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

h. Other

Subsection O.3 of the Other section of the agreement is deleted in its entirety and replaced with the following: "You may not assign this agreement or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services, you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms."

i. Force Majeure

In the last sentence of the Force Majeure section of the agreement, the phrase "your obligation to pay for programs delivered or services provided" is replaced by the phrase "your obligation to pay for programs delivered, services provided or hardware ordered".

S. General Terms

1. **Commencement Date**

   a. For the hardware, operating system and integrated software, the commencement date shall be the date the hardware is delivered. The period of performance for all related services is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

   b. For all program licenses, the commencement date is the date of shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required. The period of performance for all services for the programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

2. **Territory**

   a. The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

   b. The program licenses shall be for use as designated on each order.

3. **Pricing, Invoicing, and Payment Obligation**

   a. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

      You may change a hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at http://oracle.com/contracts.

   b. In entering into payment obligations under an order, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you under an order and the agreement.

   c. You understand that you may receive multiple invoices for the products and/or services you ordered.

   d. Hardware fees are invoiced as of the commencement date for hardware.

   e. Program fees are invoiced as of the commencement date for the programs.

   f. Service fees are invoiced in advance of the service performance; specifically, technical support fees are invoiced annually in advance.

   g. In addition to the prices listed on the order, Oracle will invoice you for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at http://oracle.com/contracts.

   h. Invoices will be submitted to you pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://oracle.com/contracts.

4. **Segmentation**

The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical

support, or (z) other services independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

T. License Definitions and Rules

To fully understand your license grant, you need to review the definition for the licensing metric and term designation as well as the licensing rules which are incorporated in and made a part of this agreement.

Definitions and License Metrics

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle programs.

$M Annual Transaction Volume: is defined as one million U.S. dollars 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.

Applications National Language Support (NLS) Supplement Media Packs: 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.

$M in Application Annual Revenue: is defined as one million U.S. dollars 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 user per billing period.

Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs 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 programs 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 and JD Edwards Supplier Self Service programs, 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 programs at any given time.

Brand: is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.

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.

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs 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.

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

Computer: is defined as the computer on which the programs 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).

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

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.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

$M Cost of Goods Sold: is defined as one million U.S. dollars 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.

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. For the purposes of the following program: Oracle Utilities Customer Care and Billing Application Workbench, you may copy, install and use such program running on a CPU solely for development purposes.

Custom Suite User: is defined as an individual authorized by you to use the application programs 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 programs at any given time.

Customer: is defined as the customer entity specified on your order. The programs 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 programs 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 Systems Support Policies) at www.oracle.com/contracts and which is incorporated by reference.

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.

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

Disk Drive: is defined as a spinning media device that stores data accessed by the Oracle Exadata Storage Server Software 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 programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs.

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 programs. 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 programs. Employees for HCM may only use the licensed programs with Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name.

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

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 programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if 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 programs. The value of these program licenses is determined by the number of Enterprise Employees. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of 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 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 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). 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 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 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.

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 programs for academic and non-commercial use.

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 programs.

$M Freight Under Management: is defined as one million U.S. dollars 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.

Guest Room: is defined as the number of guest rooms managed by the 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.

Installation Services, Start-Up Packs 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 and which is incorporated by reference.

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

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.

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 only use learning credits in the country 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.

$M in Managed Assets: is defined as one million U.S. dollars 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 terminated 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 Resource: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers, regardless of whether the individual is actively using the programs at any given time. In addition, your employees, contractors, partners and any other individual or entity managed by the programs shall be counted for the purposes of determining the number of Managed Resource licenses required.

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.

Module: is defined as each production database running the programs.

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 / programs) users (individuals) that the program monitors.

MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL 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 MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL 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 MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition are deployed. If you obtain Oracle Software Update License & Support services for any servers where MySQL 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 MySQL Community Edition subscription licenses at any level (e.g., at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL 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 MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL 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 User Plus / Named User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. 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 minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: 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, Management Pack for WebCenter Suite, Data Masking Pack for Non-Oracle Databases and Test Data Management Pack for Non-Oracle Databases, 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 programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database and Applications Load Testing Accelerators, 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 programs: 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, 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 programs: Oracle GoldenGate for Mainframe 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 programs: 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.

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.

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

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 sums 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.

Order Management User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

Orders: is defined as the total number of distinct orders for all programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including

purchase orders transmitted from Oracle Purchasing, during a 12 month period. You may not exceed the licensed number of orders during any 12 month period.

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.

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 programs are installed.

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.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs 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 programs with Standard Edition One or Standard Edition in the product name (with the exception of Java SE Support, 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 programs or Standard Edition programs) 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: Healthcare Transaction Base, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: 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 programs: 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, Management Pack for WebCenter Suite, Grid Engine, Data Masking Pack for Non-Oracle Databases and Test Data Management Pack for Non-Oracle Databases, 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 programs: 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 programs: 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 programs: 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 programs: 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: Audit Vault Collection Agent, only the processors of the database sources from which audit data is collected 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, 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 programs: Oracle GoldenGate for Mainframe 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 purposes of the following program: Database Firewall, only the processors of the database sources which are protected or monitored 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.

$M in Revenue: is defined as one million U.S. dollars 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 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 programs are used.

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 MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) 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 programs 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 Hyperion 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 programs, 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 programs.

For the purposes of the Life Sciences Customer Hub program, a record is defined as the number of unique customer database records stored in such program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer 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 programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. Registered Users shall be business partners and/or customers and shall not be your employees.

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

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.

Server: is defined as the computer on which the programs are installed. A Server license allows you to use the licensed program on a single specified computer.

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.

Socket: is defined as a slot that houses a chip (or a multi-chip module) that 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 program is installed and/or running must be licensed.

Oracle Solaris Premier Subscription for Non-Oracle Hardware per socket: is defined as the right to use the Oracle Solaris programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris programs), for the term specified in the ordering document. "Oracle Solaris programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris programs 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 programs 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 Binary Code License Agreement for the Java SE Platform Products, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products can be found at www.oracle.com/contracts.
This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at http://www.sun.com/bigadmin/hcl. 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.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

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

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

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.

Technical Reference Manuals
Technical Reference Manuals ("TRMs") are Oracle's confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware

systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs 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 TRMs 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 TRMs; (c) restrict disclosure of the TRMs to those of your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs 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 TRMs.

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 of your latest published or internally available "Total Asset Value" as disclosed in your annual report and/or regulatory filings.

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

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.

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 Oracle Contact Center Anywhere, a unique transaction is defined as one of the following: inbound phone call, outbound phone call (direct dialed, preview dialed, predictive dialed, web call back), workgroup fax, workgroup email/voice mail, and chat session (inbound sessions / web collaboration with agents). For JD Edwards World Purchase Card Management, a unique transaction is defined as a single charge processed by the program.

UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs 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

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.

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

Term Designation
If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

1 Year Hosting Term: A program license specifying a 1 Year Hosting 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 the program license shall terminate. A program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A program license specifying a 1 Year Oracle Hosted 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 the program license shall terminate. A program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

1 Year Subscription: A program license specifying a 1 Year Subscription 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 the program license shall terminate.

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, your license for the programs listed on the US Oracle Technology Price List, which may be accessed at http://www.oracle.com/corporate/pricing/pricelists.html, 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 days 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 days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days 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 minimums are 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 (Enterprise Edition, Standard Edition or Standard Edition One) 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 can only be licensed on servers that have a maximum capacity of 4 sockets. Oracle Database Standard Edition, when used with Oracle Real Application Clusters, may only be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- 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 programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications programs 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 programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application programs 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 and Java SE Suite programs, 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 programs 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 programs are set forth at http://oracle.com/contracts.
- Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera. For those prefixes designated above with a "*" not all programs with that prefix are eligible for use with the "for

Oracle Applications" limited use programs. For a list of excluded programs please review the Applications Licensing Table, which may be accessed at http://oracle.com/contracts. Notwithstanding anything above, Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics programs. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the following programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use programs 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 Foundation 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 Foundation Suite); 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 systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Foundation Suite); 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 composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite 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 programs 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.
- Hyperion Data Integration Management, Hyperion Data Integration Management Team Based Development, and the Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel are licensed by Computer. Each Computer license is limited to support the use of up to 8 CPUs and each Computer license must be licensed in increments of 8 CPUs. Each core is recognized as a CPU. For computers that have more than 8 CPUs, additional Computer licenses must be purchased based upon the amount of CPUs that you are using. For example, if you are using Hyperion Data Integration Management on 12 CPUs, you need to purchase 2 Computer licenses; if you are using Hyperion Data Integration Management on 17 CPUs, you need to purchase 3 Computer licenses. These programs may be used solely in connection with moving data into and out of a Hyperion Data Store(s) (data/metadata repository(ies) delivered with the Hyperion programs.) These programs may not be used to extract data from a non-Hyperion Data Store(s) to load a custom data warehouse (a data warehouse not built solely from data from a Hyperion Data Store(s). The Hyperion Data Integration Management Computer license allows for such program to 1) connect to the following relational databases only: Oracle, Sybase, IBM DB2, MS SQL Server and 2) source from and write to an unlimited number of flat file/XML files. Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel must be licensed separately to allow Hyperion Data Integration Management to connect to these additional sources.
- The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.
- The license for the Hyperion Planning Plus program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs may only be used to access data from the Hyperion Planning Plus program. The Oracle Data Integrator – Target Database program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus program. Specifically, the Hyperion 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 Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Profitability and Cost Management program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Profitability and Cost Management program. Specifically, the Hyperion 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 Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Data Relationship Management program includes a limited use license for both the WebLogic Server Standard Edition and BPEL Process Manager programs. Such limited use license means that the WebLogic Server Standard Edition and BPEL Process Manager programs may only be used to enable workflow functions in order to process requests within the Hyperion Data Relationship Management program.
- You may run only one data repository of the Oracle Real User Experience Insight per server regardless of the number of processors that are licensed for a server.

If you purchase Named User Plus licenses for the programs listed below, you must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Times Ten In-Memory Database	25 Named Users Plus per Processor
Cloud File System	25 Named Users Plus per Processor

Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	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 Veridata	25 Named Users Plus per Processor
GoldenGate for Teradata Replication Services	25 Named Users Plus per Processor
Java SE Advanced	10 Named Users Plus per Processor
Java SE Suite	10 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
Web Tier	10 Named Users Plus per Processor
Coherence Standard Edition	10 Named Users Plus per Processor
Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
GlassFish Server	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
Enterprise Gateway	10 Named Users Plus per Processor
BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Tuxedo	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
Event-Driven Architecture Suite	10 Named Users Plus per Processor
Business Intelligence Standard Edition	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 ebXML	10 Named Users Plus per Processor
WebCenter Suite	10 Named Users Plus per Processor
WebCenter Services	10 Named Users Plus per Processor
Universal Content Management Standard Edition	10 Named Users Plus per Processor
Universal Content Management	10 Named Users Plus per Processor
Imaging and Process Management	10 Named Users Plus per Processor
Content Conversion Server	10 Named Users Plus per Processor
Distributed Document Capture	10 Named Users Plus per Processor
Directory Services Plus	10 Named Users Plus per Processor
WebCenter Real-Time Collaboration	10 Named Users Plus per Processor
WebCenter Intelligent Collaboration	10 Named Users Plus per Processor
On Track Communication Standard Edition	10 Named Users Plus per Processor
On Track Communication Enterprise Edition	10 Named Users Plus per Processor
Enterprise Gateway for Access Management	10 Named Users Plus per Processor
Beehive Enterprise Messaging Server	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.

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

Column A	Column B
Database Enterprise Edition Options*- Real Application Clusters, Real Application Clusters One Node, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Database Vault, Active Data Guard, Real Application Testing, Advanced Compression, Total Recall, Retail Data Model, Communications Data Model **Database Enterprise Management***- Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack, Cloud Management Pack for Oracle Database	Oracle Database Enterprise Edition, Audit Vault Server
RDB Server Options*- TRACE	Rdb Enterprise Edition, CODASYL DBMS
WebLogic Suite Options**- BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Business Process Management Suite	WebLogic Suite
Application Server Enterprise Management**- WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition, Cloud Management Pack for Oracle Fusion Middleware	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 Mainframe
Business Intelligence Server Enterprise Edition Options- Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing	Business Intelligence Server Enterprise Edition
Business Intelligence Suite Enterprise Edition Plus Option- Business Intelligence Management Pack	Business Intelligence Suite Enterprise Edition Plus
Beehive Platform Options- Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail	Beehive Platform

Hyperion Financial Data Quality Management Options- 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
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management Adapter Suite	Hyperion Financial Data Quality Management for Hyperion Enterprise
Hyperion Data Integration Management Options- Hyperion Data Integration Management Source Adapter, Hyperion Data Integration Management Team Based Development	Hyperion Data Integration Management

*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 ATG 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.
- 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 is 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 JD Edwards 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.
- The JD Edwards EnterpriseOne programs include Adobe PDF Library. The programs also include GNU libgmp library; copyright 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained in the programs. The programs may also contain other third party products.
- Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at http://oracle.com/contracts for additional information.
- 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 claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE

- The Oracle Technology Foundation for JD Edwards EnterpriseOne and the Oracle Technology Foundation for JD Edwards EnterpriseOne Upgrade programs each include a limited use license for Oracle Database Standard Edition. The database may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. The database may be installed on an unlimited number of processors. If you require features and functions beyond those included with the Oracle Database Standard Edition, or if you require use of Oracle Database beyond your JD Edwards EnterpriseOne implementation, you may purchase a non-limited use license by contracting directly with Oracle or one of its authorized distributors.

  The license for each of these programs also includes a limited use license for the following components of Oracle Fusion Middleware: Oracle Application Server Standard Edition or Oracle WebLogic Server Standard Edition (either of these products may be used, but both products cannot be used for the same function); Oracle JRockit JVM; Oracle Application Server Portal; Oracle WebCenter Services; Oracle BPEL Process Manager; Oracle Business Activity Monitoring; Oracle Application Server Single Sign-On; Oracle Access Manager Basic; Oracle Application Server Web Cache; and Oracle Business Intelligence Publisher. These components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. These components may be installed on an unlimited number of processors. If you require use of these components beyond your JD Edwards EnterpriseOne implementation you may purchase a non-limited use license for any of the Oracle components by contracting directly with Oracle or one of its authorized distributors.

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Licensing Rules for Oracle E-Business Suite 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.
- 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 Customer Universal Master component of the Customer Hub B2B program
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

Licensing Rules for PeopleSoft 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.
- Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at http://oracle.com/contracts for additional information.
- The programs listed below include a license to use Business Analysis Modeler – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order.

  Integrated FieldService, Marketing, Mobile Sales, Online Marketing, Order Capture, Order Capture Self Service, Sales, Support for Customer Self Service
- Your use of the Campus Self Service program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at http://oracle.com/contracts.
- PeopleTools - Enterprise Development shall be used solely to develop applications for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this program for the purpose of developing applications.
- Each PeopleTools - Enterprise Development Starter Kit program shall be used solely by 5 application users to develop applications containing no more than a total of 20 components (as defined in the program documentation) for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this program for the purpose of developing applications.
- You may use PeopleTools – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order
- The Process Modeler Client program may only be used with PeopleSoft Enterprise or JD Edwards EnterpriseOne programs you have licensed from Oracle. You shall not use this program with any other software.
- The license for the Student Administration program includes a limited use license for the Human Resources, Benefits Administration and the Payroll for North America programs. Such limited use license means that the Human Resources, Benefits Administration and the Payroll for North America Software modules shall only be used in order to access the features and functions of the Student Administration program. Your use of the Student Administration program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at http://oracle.com/contracts.

Licensing Rules for Primavera 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.
- For the purposes of the following Primavera programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, you acknowledge that you have both read and understand the limited Software Update License & Support services that are available for these programs, as described in Oracle's Technical Support Policies.

- For purposes of the Primavera SureTrak and Primavera P3 Project Planner programs, you acknowledge that the agreement delivered to you with these programs (i.e., the Oracle License and Services Agreement), and not the end user license agreement contained in the product installation, governs the end user's use of these programs
- For the purposes of the Primavera Web Services program, developers and end users who are not already licensed for Primavera P6 Enterprise Project Portfolio Management and who need access to applications created using P6 Web Services and/or P6 Java APIs, must be licensed for the Primavera Web Services program.

Licensing Rules for Siebel 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.
- 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 programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the programs, ancillary programs, 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.
- 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.
- The Siebel Pharma 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.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users.
- 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 programs 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 Programs 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") programs 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 programs 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 programs 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 programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Licensing Rules for MySQL Programs

- The MySQL programs 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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Lockton Affinity, LLC P.O. Box 410679 Kansas City, MO 64141-0679	PHONE (A/C, No, Ext): 800-301-8814	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
Enstoa, Inc. 655 Third Avenue FL 7 New York City, NY 10017	INSURER A: Federal Insurance Co	20281
	INSURER B: National Union Fire Ins Co of Pittsburgh	19445
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		35964062	12/19/2012	12/19/2013	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC							$
A	AUTOMOBILE LIABILITY	X		35964062	12/19/2012	12/19/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR			EBU014722770	12/19/2012	12/19/2013	EACH OCCURRENCE	$ 10,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	[ ] DED [ ] RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is Additional Insured when required by written contract.

CERTIFICATE HOLDER

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619

Fort Lauderdale, FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ENSTOA

APPENDIX F: Enstoa and Oracle's Partner Network

Enstoa is Platinum Partner with Oracle and is fully certified and licensed to implement Unifier.
Please see the below screenshot taken from Oracle's website.

ORACLE PARTNERNETWORK

Specialized. Recognized by Oracle.
Preferred by Customers.

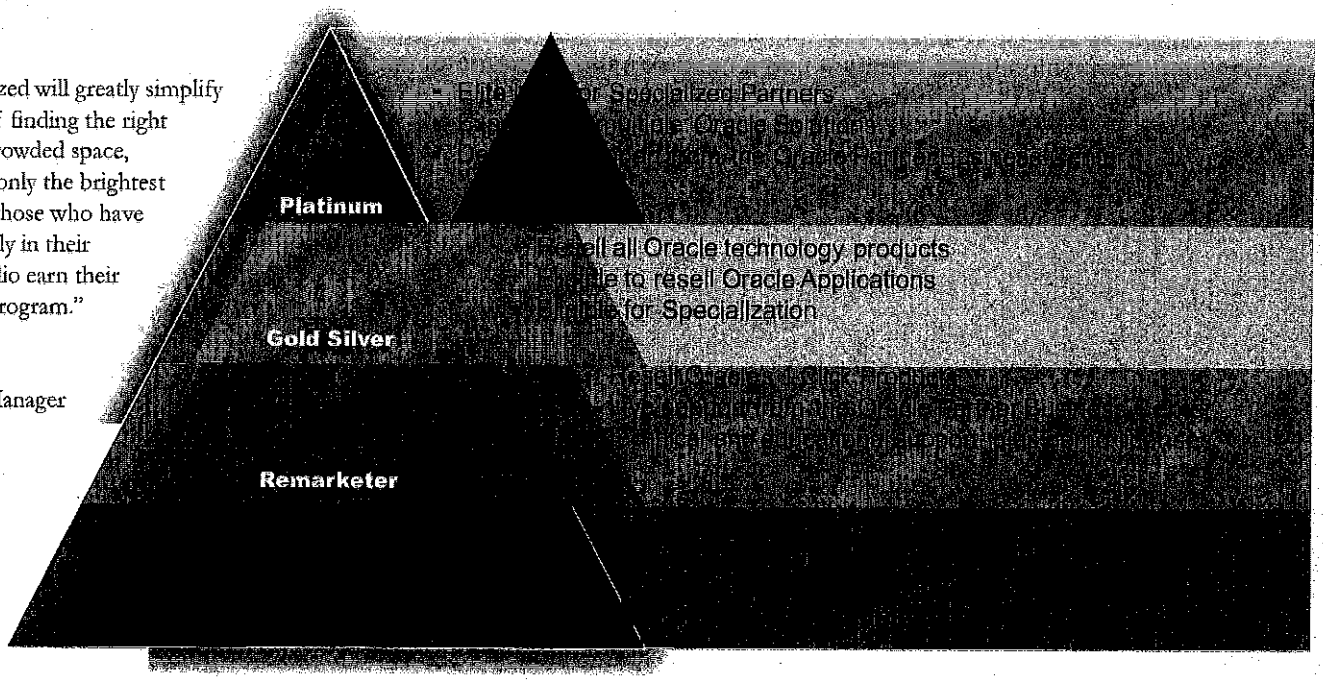
Oracle PartnerNetwork Specialized offers the ability to differentiate yourself across the Oracle product portfolio. It allows Oracle to recognize partners who have made the right investment across that portfolio and to provide better solutions to our joint customers. In addition, it provides a system of preference for our customers to find partners who can provide solutions to their critical business problems.

Enablement 2.0
DEVELOP · SELL · IMPLEMENT

The new program levels – Remarketer, Silver, Gold, and Platinum – are designed to provide the right level of support at every stage of your lifecycle. Whether you consider your primary business activity to be develop, sell, or implement, OPN Specialized has the tools, information, and resources to help you achieve your business goals.

"OPN Specialized will greatly simplify the process of finding the right partner in a crowded space, ensuring that only the brightest and best and those who have invested heavily in their Oracle portfolio earn their status in the program."

Jim Collison
Technology Manager
Gallup



What's Next?

- Learn about OPN Specialized at partner.oracle.com
- Choose the right level and specialization(s) for your business
- Enroll online or contact the Oracle Partner Business Center for support through a seamless transition
- Specialize!

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search groups: OPN

youtube.com/OracleNetwork

mix.oracle.com/groups/10804

blogs.oracle.com/JudsonAlthoff

feeds2.feedburner.com/OPNpartnercast

partner.oracle.com

ORACLE

Enstoa, Inc
Item: **Annual Maintenance**

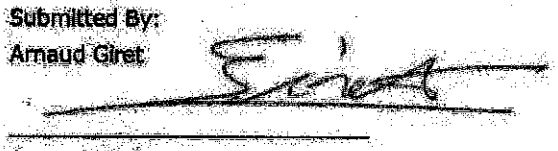
Attachments
Enstoa Proposal for CFL- Project Asset Mgmt Software 2013-05-16.pdf

Project & Asset Management Software

City of Fort Lauderdale
Bid Number 432-11230

Submitted To:
Bob McKenney
Procurement Specialist II
Procurement
City of Fort Lauderdale
rmckenney@fortlauderdale.gov
+1-954-828-5139

Submitted By:
Arnaud Giret



Arnaud Giret
Chief Financial Officer
Enstoa
agiret@enstoa.com
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ENSTOA

ENSTOA

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ENSTOA

Executive Summary

City of Fort Lauderdale (CFL) is seeking to purchase and deploy Unifier for Capital Planning, Project Delivery Management and Cost Controls. Oracle's Primavera Unifier is a comprehensive, robust and flexible project management solution. Unifier is a data-centric collaborative platform that leverages the flow of information from planning and design, through procurement, project execution, and into operations and maintenance, all supported by powerful dashboards and reporting.

In addition to licensing and maintenance cost information for 60 users, Enstoa is providing information on its implementation services. Enstoa is a leading consulting firm with proven experience deploying capital project management systems. Each Unifier implementation requires a detailed requirements gathering and planning session before each implementation to ensure that its configurable functionalities adhere to CFL operational needs.

Enstoa therefore proposes its detailed Capital Planning IT Initiatives Workshop as a first phase (Sprint 0) of the implementation process, which serves as basis for requirements gathering, planning and design. Enstoa is further proposing its implementation services for Unifier configuration based on the assumptions detailed in this proposal.

Current Scope of this Proposal

Enstoa anticipates a 6 week implementation schedule. Please see the commercial proposal section for detailed pricing information.

About Enstoa

Enstoa technology is the new paradigm for capital project management. We provide a packaged solution that is customized for each client, combining expert consulting, IP-rich Enstoa software, infrastructure, training and support. Enstoa has a deep knowledge of the construction process and unlocks the power of enterprise data to add game-changing value. Enstoa is headquartered in New York City and supports customer deployments worldwide.

ORACLE **Platinum Partner**

Oracle Primavera is the leading Enterprise Project Portfolio Management (EPPM) solution for project-intensive industries. It offers best-in-class capabilities focused on mission critical PPM requirements of industries like engineering and construction, discrete and process manufacturing, public administration, financial services and others.

Enstoa Profile

Enstoa Unifier Services

Enstoa has been implementing Unifier since 2007 and has experience throughout several industries and geographical areas. The list below represents Enstoa's involvement by region and industry in terms of cost control and forecasting systems implementations and support services.

Unifier Regional and Industry Summary

Region	Industries
Australia, Queensland	Oil & Gas
Australia, Western Australia	Oil & Gas
UK, Reading	Oil & Gas
US, New York	Healthcare, Real Estate, Infrastructure
US, New Jersey	Energy
US, California	Healthcare, Utilities
US, Houston, TX	Infrastructure
Canada, Toronto	Mining & Metals
Saudi Arabia, Al-Jubail	Chemicals

Unifier Client Case Studies

BG Group

Customer Success: Project Controls for US$15B+ project

OVERVIEW

- Global energy leader, operating in over 25 countries, UK headquarters
- Exploration, production, LNG, and transmission and distribution

CHALLENGES/OPPORTUNITIES

- Demanding integration of project management system with ERP and schedule management systems.
- Adherence to established business processes
- Adoption and training of key staff to implement systems and reap benefits of automation and integration.
- Complex work flows across multiple business disciplines reduce project efficiency and require an integrated IT approach.

SOLUTION

- Primavera Unifier, P6, Enstoa Reporting

RESULTS

BG GROUP

- Developed multiple performance baselines and streamlined relationships between baselines
- Redesigned code structure to accommodate authorization for expenditures and work packages
- SAP integration for Procure to Pay process, spends, multi-currency
- Eliminated manual calculations for apportionments of committed funding and work package approval
- Total data integrity across the project controls processes and tools: SAP, P6, Unifier, ProCon
- Executive & management reporting

ENSTOA

Woodside Energy

Customer Success: Project Controls for US$15B+ project

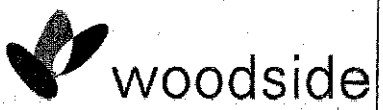
OVERVIEW

- Australia's largest operator of oil and gas production; based in Perth
- Exploration, production, LNG, and transmission and distribution

CHALLENGES/OPPORTUNITIES

- Improving ability to manage project budget, change control, commitments, expenditure and forecast costs
- Improving analysis capability project performance to better mitigate and resolve issues before cost or schedule are impacted
- Providing a consistent view of Woodside's project performance across Development, PPG and Functions
- Leveraging common business processes; reducing team onboarding
- Better support information collaboration with Finance, Human Resources, Commercial and Supply Chain.

EXPECTED RESULTS



- Replace legacy tools and processes (in house developed systems, databases & spreadsheets) for project control & cost management
- Stand up the project system of record (PSoR) and create cross-over processes with corporate system of record (CSoR)
- Integrate planning and cost functions and tools (P6 and Unifier)
- Single system for Greenfield and Brownfield project functions.
- System integration with SAP
- Executive & management reporting

SOLUTION

- Primavera Unifier, P6, Panoptra®

Benefits of Enstoa Experience for CFL

The above overview and client case studies highlight Enstoa's unique position to meet CFL's Unifier implementation requirements. The technical expertise and knowledge of best practices embodied in Enstoa and 3rd party technology is supported by well-developed implementation methodologies, Waypoint Engagement™ and 90-day Sprint™.

ENSTOA

Unifier Client List

Please see below a list of clients that benefitted from Enstoa's Unifier implementation, support and requirements gathering services in the last 12 months.

Geographical Region	Enstoa Client List	City, State / Province
Australia	BG Group / QGC	Brisbane, QLD
	INPEX	Perth, WA
	Woodside Energy Ltd	Perth, WA
Canada	Kinross Gold Corporation	Toronto
USA	Aetna	Hartford, CT
	Baxter	Deerfield, IL
	Covanta Energy	Morristown, NJ
	Hawaii Department of Transportation	Honolulu, HI
	Harris County Flood Control District	Houston, TX
	New York Presbyterian	New York, NY
	North Shore-Long Island Jewish Health System	Long Island City, NY
	NYU Langone Medical Center	New York, NY
	Pacific Gas & Electric (PG&E)	Walnut Creek, CA
	JP Morgan Chase	New York, NY
	City of New York Dept. Design & Construction	New York, NY
	Winthrop Hospital System	Mineola, NY
UK	Premier Oil UK Limited	Aberdeen, Scotland
	BG Group	London, England

Client References

PG&E

Reference Contact Information			
Reference Name	Pacific Gas & Electric	Initial Date of Work with Contact	August 2012
Contact Name	Paul Schinke	Original Contract Term	Fixed Price / 3 months
Address	370 N Wiget Lane	Any Contract Extensions	Yes
	Suite 200	Termination Date	Ongoing
	Walnut Creek, CA 94598	Reason for Termination	N/A
Contact Title	Manager, Program Controls	Telephone Number	925.270.2141 office
E-mail	paul.schinke@pge.com	Fax Number	
Nature of Relationship with Company			
Approximate $Size of the Construction program, number of users.	300 Unifier user licenses		
Services provided / Software Implemented	Oracle Primavera Unifier Design & Configuration, Unifier-SAP Integration Design, Configuration & Hosting		
Detailed Description of Your Responsibilities			
Roles & Responsibilities	Unifier implementation and	Systems integrations and	

ENSTOA

	Support	support	
Were you the Prime Contractor?	Yes	Yes	
Subcontractors & Responsibilities	None	None	

NYP

Reference Contact Information			
Reference Name	New York Presbyterian Hospital Corporate Facilities	Initial Date of Work with Contact	July 2009
Contact Name	Matthias Ebinger	Original Contract Term	ongoing
Address	512 East 71st Street	Any Contract Extensions	Yes
	New York NY 10021	Termination Date	Extension on-going
		Reason for Termination	N/A
Contact Title	Director, Facilities Systems	Telephone Number	212-746-7307
E-mail	mae9051@nyp.org	Fax Number	
Nature of Relationship with Company			
Approximate $Size of the Construction program; number of users.	2013 Capital Program authorized projects are estimated at $1.5 billion in value 450 Unifier licenses		
Services provided / Software Implemented	Oracle Primavera Unifier End-User Support, ERP (Lawson) and other systems integrations, MS SharePoint, SSRS Reports and QlikView Dashboards Support, ColumbiaSoft Document Locator implementation		
Name of Client Project Manager	Client Sponsor: Matthias Ebinger		
Detailed Description of Your Responsibilities			
Roles & Responsibilities	Unifier implementation and Support	Systems integrations and support	Business Intelligence Solution
Were you the Prime Contractor?	Yes	Yes	Yes
Subcontractors & Responsibilities	None	None	None

DDC

Reference Contact Information			
Reference Name	New York City Department of Design and Construction	Initial Date of Work with Contact	October 2011
Contact Name	Raul Canabal	Original Contract Term	1 year
Address	30-30 Thomson Avenue	Any Contract Extensions	Yes
	Long Island City, NY	Termination Date	Extension on-going
	11101	Reason for Termination	N/A
Contact Title	Assistant Commissioner	Telephone Number	718 391 1668
E-mail	canabalr@ddc.nyc.gov	Fax Number	
Nature of Relationship with Company			
Approximate $Size of the Construction program; number of users.	The DDC has a staff of over 1200 and manages a portfolio of projects for the City of New York valued over $6 billion		

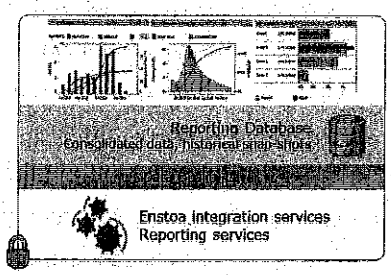
Services provided / Software Implemented	Oracle Primavera Unifier Support and Enhancements		
Name of Client Project Manager	Client Project Manager: Sponsor: Raul Canabal; Client day-to-day project manager: Jeffrey Sandiland		
Detailed Description of Your Responsibilities			
Roles & Responsibilities	Unifier implementation and Support	Reporting platform	
Were you the Prime Contractor?	Yes	Yes	
Subcontractors & Responsibilities	None	None	

Enstoa Products

In addition to best-of-breed technology products on the market, Enstoa leverages in-house developed IP to facilitate client engagements. Products are detailed below.

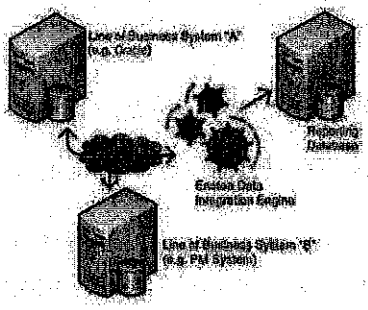
Panoptra®

Panoptra is a visualization platform that lets business managers and decision makers access data from across multiple enterprise systems, and see it in a new and transformative way. Data are extracted automatically and displayed in interactive dashboards.



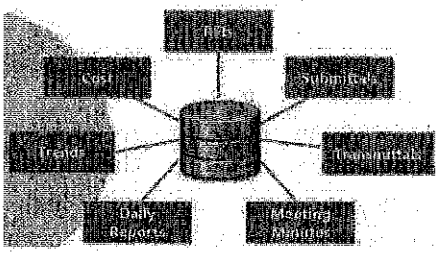
Panoptra DataBridge®

Building critical business integrations between financial and project management systems is a time consuming and risky endeavor. **Panoptra DataBridge®** has been developed and battle tested to handle complex data transformations that in turn de-risk the project, collapse deployment timeframes, and build upon existing business logic to translate data exchanges between systems.



PCM Converter

Enstoa's **PCM Converter** automatically migrates legacy data from Primavera Contract Manager into Unifier. Cleanly transfer your entire PCM database to Unifier in minutes. Map PCM modules to your business processes in Unifier with our drag-n-drop UI or take advantage of Unifier OOTB (out of the box) templates.



Unifier Data Dictionary

The flexibility of the Unifier platform requires a robust configuration management tool to track fields, forms and workflows. Enstoa's **Unifier Data Dictionary** (uDD) manages changes to configuration data elements against baseline configuration and maintains a real time data dictionary. uDD streamlines change control and field integrity important for enterprise Unifier deployments.

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Project Scope

CFL's management is seeking to implement Unifier's Capital Planning, Project Delivery Management and Cost Control units, which unify existing systems and allow for better and more efficient team collaboration. Oracle's Primavera Unifier is a comprehensive, robust and flexible project management solution and Enstoa is presenting an implementation services proposal for the Unifier solution. In addition to information on licensing and maintenance of these 3 SKUs, Enstoa is providing information on its implementation services scope, methodology and pricing.

The Unifier modules will be implemented including the following functionality as detailed in CFL's Technical and Functional Specifications document:

1. User / Shell Administration
2. Templates for permissions and user preferences
3. System Reports (please see reports section below)
4. Alerts – trigger and notification threshold
5. Unifier Mail – collaboration within the system
6. Mailbox – inbound destination for emails from outside the system
7. Collaboration – personal tasks, messages, drafts
8. Information – project attributes and user directory
9. Gates – enforcement of project phases and deliverables
10. Document Manager – folders, rev ctrl, commenting, view / markup
11. Reports – User Defined Reports module
12. Cost Control & Management
13. Project Delivery Management

Implementation Objectives

The goal of the Unifier implementation is to provide CFL the ability to:

- Utilize a single, easy-to-use and web-based system to access and manage all critical project data
- Automate and apply common core business processes across the project and program lifecycle
- Provide the core elements for quality project controls

Oracle's Primavera Unifier Overview

Oracle's Primavera Unifier provides a best-in-class cloud-based solution for managing projects and facilities of any size in every vertical market. By combining rich cost management and control, document management, schedule and resource management, fund management and more with robust market-leading business process automation capabilities tailored specifically for enterprise-grade control of capital programs, Unifier's web-based platform fosters and manages from all divisions across the organization.

Oracle's Primavera Unifier is designed around five primary units (SKUs) that allow complete variability in the level of configuration and integration. The scope for Enstoa's implementation services includes the following SKUs:

1. Primavera Cost Controls

2. Primavera Project Delivery Management
3. Primavera Capital Planning

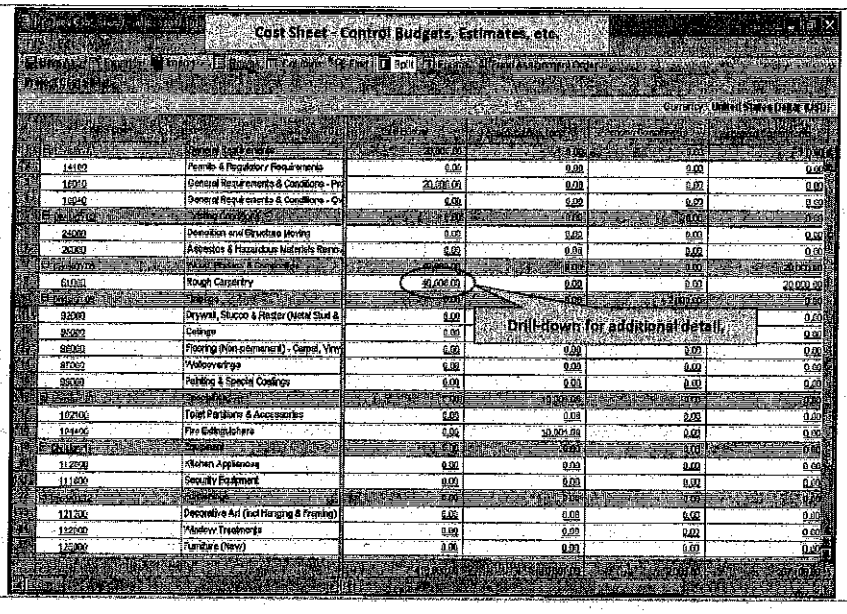
Business Processes Overview

Each of the SKU comes with pre-built out of the box (OOTB) Business Processes (BPs) which each require a certain configuration time for implementation. Further, CFL may want to modify certain OOTB BPs to fit their operational needs.

To be able to provide CFL with precise implementation services cost, Enstoa is proposing the implementation of 15 OOTB BPs, along with Portfolio Manager, Cash Flow, Document Manager, Cost Sheet, and Schedule Sheet. The list of 15 BPs included in our proposal will be picked from the list of OOTB BPs listed in Appendix A and will be determined during Sprint 0.

The table below provides sample BPs and functionality. Details for the implementation will need to be discussed and confirmed with CFL during the planning and design session.

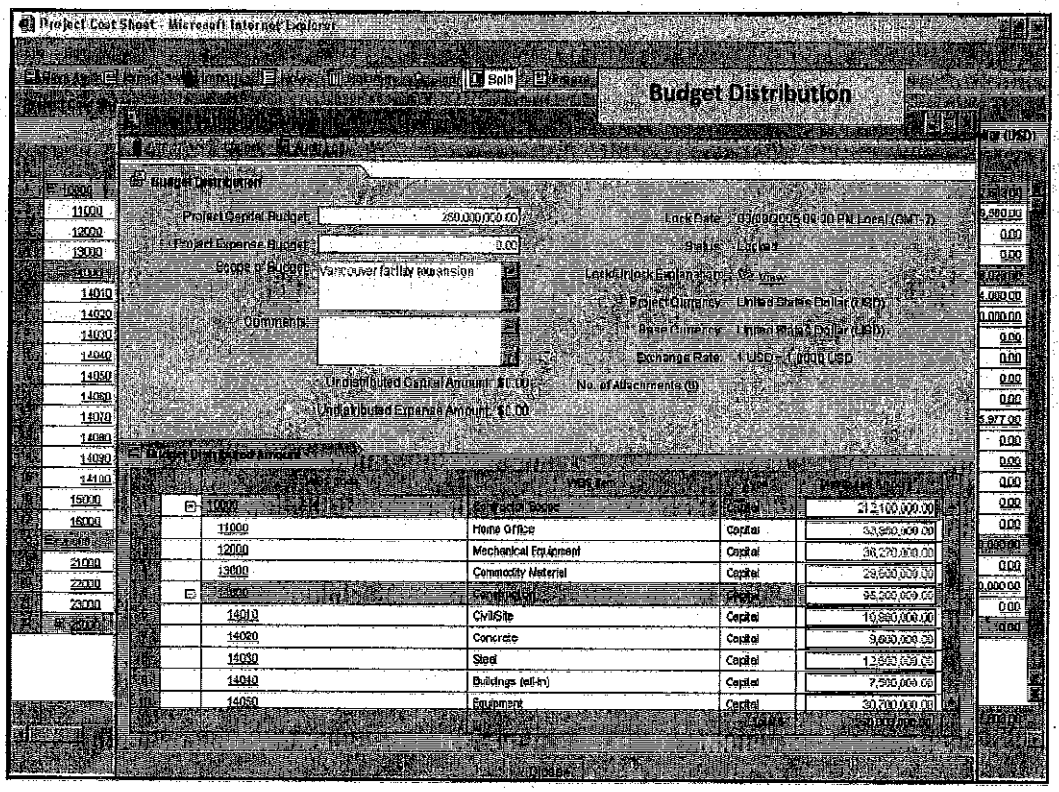
Cost Manager	Unifier's Cost Manager is a robust, flexible and intuitive solution that is a core component of the overall system which has been designed from the ground-up to meet the complex needs of sophisticated owners with large capital programs such as CFL. Unifier's integrated cost control capabilities provide real-time visibility into the financial status of a project or portfolio of projects. All cost information rolls up to the Cost Sheet, which can be used to present information at the project and/or program level. The information can be derived from several sources: 1. Automatically fed from Business Processes (Ex: Pending Change Orders), 2. Calculation based upon other columns (Ex: Approved Change Orders + Pending Change Orders), All financial data such as budgets, expenditures, commitments, appropriations, etc. are presented in a unified view via a familiar spreadsheet-like interface known as the Cost Sheet. From the Cost Sheet, users can drill down to the record and line item level throughout all source data. Unifier's Cost Sheet template can be created to match CFL existing Work Breakdown Structure (WBS) or cost control standards.



Cost Manager

Budget

Unifier's Cost Manager allows for budget distribution by Work Breakdown Structure (WBS). This feature allows budget, cost and spend information to be managed on a day-to-day basis from a capital projects / perspective. The budget distribution screen below shows how values can be allocated and locked-down to WBS codes.



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Cost Manager	***Budget Changes / Transfers*** Using Unifier's workflow engine, Budget change requests and approvals can automatically be routed through the organization. Approved Changes and Transfers will increase / decrease the Current Approved Budget on the cost sheet. Budget Transfers will be a net zero event and Unifier will enforce this. Workflow approvals can be authorized or rejected through email so there is no need for occasional users to log into the system.
	Contracts Unifier supports a multitude of contract types, and standard templates for each type of contract. Contract types supported include fixed price, cost plus, GMP and incentive. Payment terms and clauses can be contracted and enforced. Appropriate calculations can be performed by the system, and provide an up-to date view of the current state of the contract.
	Commitments / Purchase Orders Unifier supports a Purchase Order business process in addition to the contracts business process. Unifier can also track detailed level SOVs and the SOV dashboard provides information on scheduled value, paid to date and remaining balance.
Cost Manager	***Change Orders*** Unifier has built Unifier's Change Management support, fully recognizing that change orders are the primary cause of projects being over schedule and over budget. Changes can be based on Field Conditions, Scope Changes, inadequate details in drawings leading to RFIs and other unforeseen situations; all of these are tracked in Unifier as part of a change business process. Approved change requests can be incorporated into change orders – each process having its own unique workflow. Unifier's Business Automation system supports conditional routing including additional approvals based on the amount of the change order and its ratio to original contract cost (E.g.: when change orders exceed 20% of the original contract value – VP approval is required). Approved Change Orders increase the overall contract value and the original contract SOV is updated with the changes.

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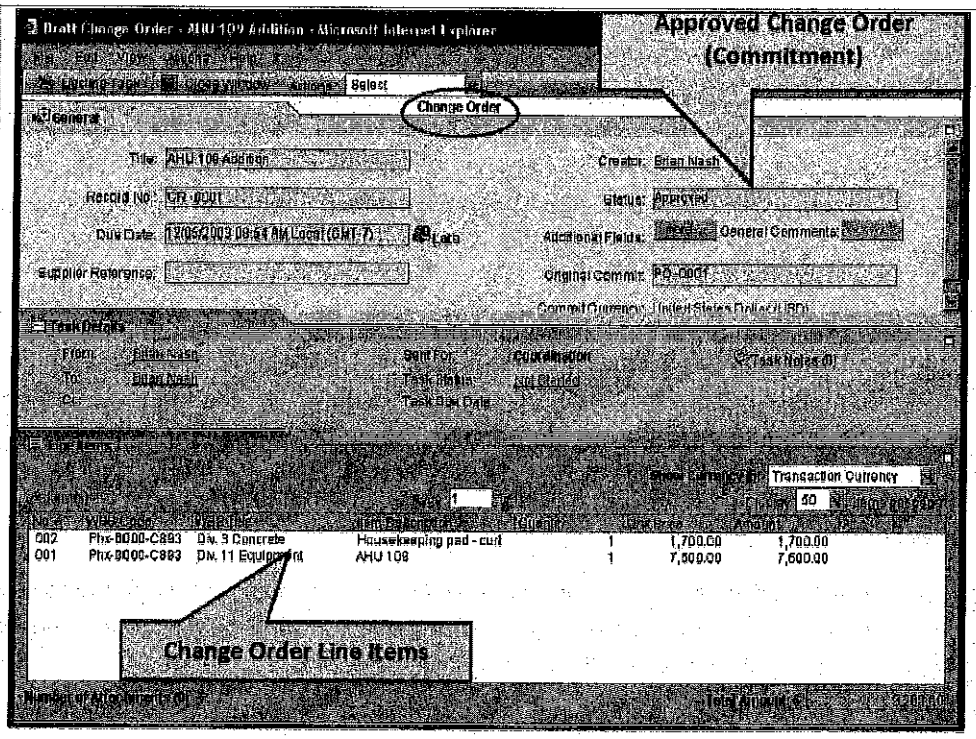

Cost Manager

Invoices – Payment Applications

The project management team will route and approve invoices internally. Invoices can be structured with retainage, unit price, and % of progress. Payment information can be entered to keep track of payment dates and check number etc. Data will roll up onto the Cost Sheet and Schedule of Values (SOV) according to the WBS structure.

Payment information can be entered to keep track of payment dates and check number. Data will roll up onto the Cost Sheet according to the WBS structure. Enstoa will also implement a standard General Invoices process for CFL. General invoices are used to track costs that are not associated to either a contract or purchase order. General invoices will roll up to the costs sheet and be added to both the commitment and the spends totals.

Cost Manager

General Invoices (Invoices without PO's)

A business process will be created to route and approve all general invoices billed to the project. These invoices do not have a corresponding commitment and therefore will be treated as a commit and a spend in the cost sheet and for the calculation of the Anticipated Costs for that WBS code Invoices – Payment Applications

Forecast

Tracking and mitigating risk is an essential component of Project Controls. All risks / issues / trends are tracked in Unifier as dedicated processes, and the status of each tracked item controls its behavior as far as inclusion in the current forecast or other calculations. As risks mature they are typically closed or evolve into other process inputs such as change requests, etc.

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Project Delivery Management	***Project Delivery Management*** Oracle's Primavera Project Delivery Management is a powerful, easy-to-use solution for managing collaboration and communication across projects. It provides configurable business workflow to capture and record all aspects of documentation required during project execution. While it comes out of the box with common processes such as requests for information (RFIs), daily progress reports, meetings, and submittals for rapid deployment, it is highly configurable to each unique customer requirement.
Project Delivery Management	***Project Request & Project Creation*** A project request business process will be set up to capture project information and route for review and approval. Once approved, the project request will create the project shell in the selected location within the shell hierarchy.
	Design Review The design review business process will route documents to the project stakeholders for review and approval. Once approved, the documents can be automatically published to the document manager folder structure.
Collaboration & Additional BPs	***Submittal Register & Submittals*** Unifier provides a flexible system to manage a submittal register and submittal records. The submittal register can be set up to show the status of all required submittals and auto-create the submittal records based on the schedule. Submittal records can also be created and auto-populate the submittal register. The records route for review and approval and attached files can be electronically reviewed and marked up.
Collaboration & Additional BPs	***RFI (Request for Information)*** A Request for Information BP will be created to capture questions and comments and routed between the various project team members. BP records can be configured to conditionally auto create other records i.e. an RFI with cost impact can auto create a Change Order record.
	Meeting Minutes A simple business process will be developed to capture meeting minutes and route them for approval and/or comments. Records such as Action Items can be auto created off of each meeting minutes record.
	Action Items A collaborative action items business process will be implemented to informally manage outstanding actions within the projects. These can be created from a meeting minutes record or manually by any of the project team members.
	Shell Hierarchy/Parent/Sub-Projects A project shell hierarchy structure will be created to organize projects and allow for logical roll-up of project data based on the business requirements. Data attributes, security and permissions will be developed and implemented for each level of the hierarchy.

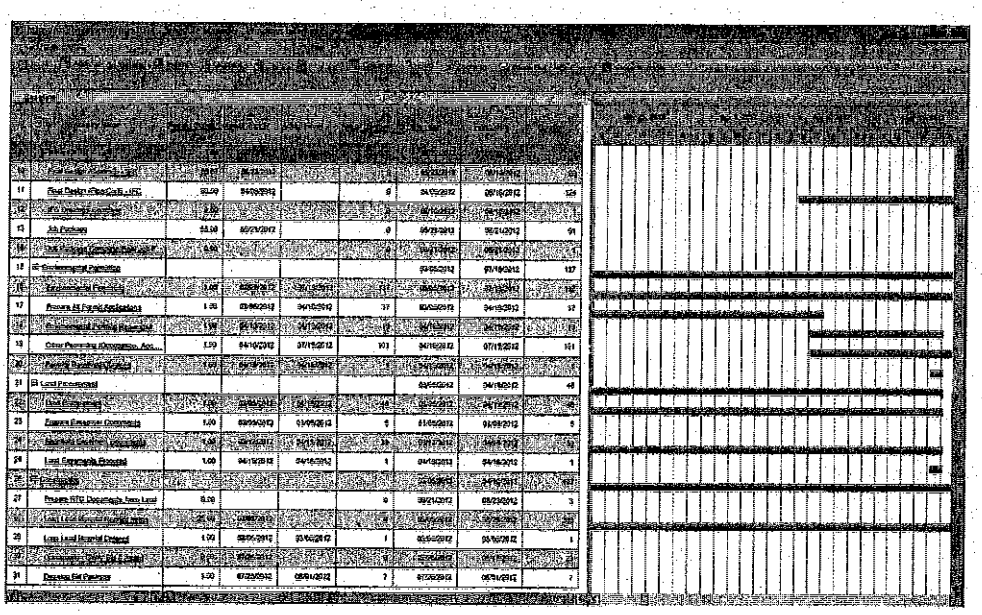
A complete list of OOTB business processes can be found in Appendix A

Unifier is a highly customizable solution and BPs can be specifically customized if required by CFL project lead.

Schedule Management

The Schedule Manager helps you track baselines against forecasts and actual completion dates. Project schedules can be rolled up and monitored at the portfolio level.

In Unifier, you can also import project schedule records from Primavera Project Planner® or Microsoft® Project. Imported schedules are editable within Unifier, and the data can be used in reports.

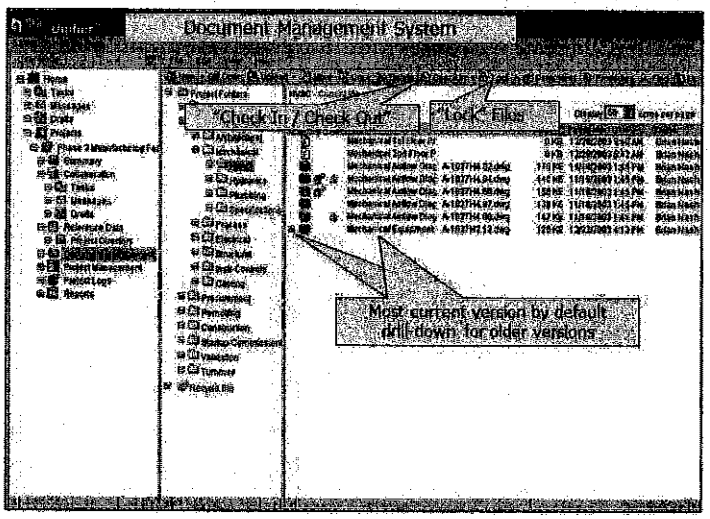


Enstoa will work with CFL to gather business requirements and configure the schedule manager attributes, schedule sheet template(s) at a summary WBS phase level, data mapping for imports, security and permissions.

Document Management

The Unifier Document Manager (DM) increases efficiencies and reduces errors by ensuring that project participants are always working on the most current version of documents. The system contains a flexible and configurable folder structure to support the requirements of any type of project and is governed by a detailed set of permissions at both the folder and document level.

The Unifier DM is a full-featured, best in class document management system which includes the following key features:



- Granular permissions control
- Lock / unlock
- Check-in / check-out
- Revision control
- Audit log
- Configuration metadata
- "Empty" documents
- Collaboration and comments logs
- Integrated viewer, redline and markup
- Template library

The DM will be implemented for the associated business processes above: Budget, RFP, Contracts and Change Orders, and Invoices. Enstoa will work with CFL to determine and implement a folder structure, folder and document attributes, as well as a permissions and security matrix.

Reporting

Enstoa will work with CFL team to roll-out a standard reporting solution. A summary of sample reports are below. The services priced in this scope of work include the creation of 9 User Defined Reports.

Ball-in-Court Reports	Task status log report will be created as a user defined report with the following filters Business Process, User name, status
Cost Sheet / Cost Summary	Basic Cost Sheet report will be created as a user defined report with the ability to filter on the various levels of the WBS Code structure.
Budget Change Log	Budget Change/Transfer log report will be created as a user defined report with the following filters record number, status, reason
Commitments	Commitment report will be created as a user defined report with the following filters: Vendor, record number, status
Change Order Log	Change order log report will be created as a user defined report with the following filters: Vendor, record number, status, reason
Invoice Log	Invoice log report will be created as a user defined report with the following filters Vendor, record number, status, reason
Project Status Report	Design and configure the Unifier equivalent of the current CFL project status report
Open Task Register / Ball-in-Court reports	Open task status log report will be created as a user defined report with the following filters: Business Process, User name, status, days with task
Task Workflow Summary	Task workflow summary report will be created as a user defined report with following filters: Business Process, User name, task name, status

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Enstoa's Panoptra® for Unifier

Alternatively, or in addition to the above Unifier User Defined Reports, CFL may want to consider Panoptra®, Enstoa's automated reporting platform for Unifier.

Enstoa's web-based dashboard solution and data warehouse, Panoptra®, significantly enhances visibility, control and management of complex capital project programs. Senior management, the project team and other stakeholders will have the tools to improve decision making and risk management through historical, current, and projected reporting on compliance, HSE, project delays, and cost overruns.

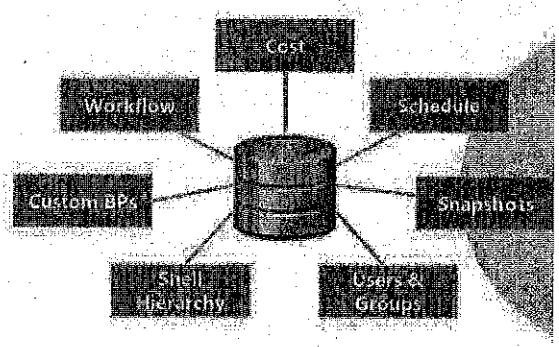
Enstoa's packaged reporting solution, Panoptra®, is an innovative offering that seamlessly integrates with Unifier and delivers facilities and project intelligence to management, team members, and stakeholders. The solution provides unprecedented visibility into issues, trends, performance and compliance.

Data captured in the reporting database can be utilized for dashboards and analytics. Panoptra®, for Primavera data model allows for powerful reporting capabilities without impacting the performance of the transactional systems.

Benefits of Panoptra®

Time tested data model

- Enjoy a simple, streamlined star schema with historical snapshot tables for easy trending – no more struggling with convoluted SQL statements and data views!
- Leverage years of experience to shave months or years off of an in-house development initiative



User-friendly web app

- Map your Unifier business processes to Panoptra's data model in minutes with our drag-n-drop UI
- Automatically generates and deploys ETL to download and import Unifier data

Please refer to Appendix C for more details on Panoptra®.

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Requested Functional Specifications Information

Required Minimum browser version (Question 5 in Technical / Other Requirements 2.03):

Unifier currently supports the internet browser versions IE v7, 8 or 9. Please note that Oracle is currently working on making Unifier available for all current browser versions. This update is to be released in the near future.

Estimated Bandwidth Requirements per User (Question 6 in Technical / Other Requirements 2.03):

When accessed via a DSL or better (3Mbps) connected to the internet, an average of 3 seconds response time is expected for standard transactions. Complex transactions such as reports that generate hundreds of records will take longer. The response time does not include internet latencies.

Details of all API connectivity options that exist (Question 7 in Technical / Other Requirements 2.03):

Primavera Unifier includes industry standard Web Services which could be leveraged to integrate with City systems. Standard access ports must be opened by the City for data exchange. When using appropriate Firewall and Network settings, the integrity of the City's system will remain uncompromised. Please note, that Integration is not included in the implementation services scope.

Oracle Policy and Procedures for Application version software upgrades (schedule of releasing upgrades, procedures for cutover involvement in upgrades, etc.) and patches (Software Updates / Schedule Maintenance 2.10):

> *Contractor shall furnish, at no charge, to the City, on-going product enhancements, updates, bug fixes, and service packs to the software version installed.*

These services are included as part of system maintenance.

> *Contractor shall describe its policy and procedure regarding how it handles application software version upgrades (schedule for releasing upgrades, procedures for cutover involvement in upgrades, etc.) and patches.*

New releases and upgrades for all Oracle products are fully documented. There is an average of 4 system upgrades per year and Oracle typically provides ample webcasts/workshops well in advance of any major upgrades or version releases so customers can become acquainted with the upgrades.

> *Warranty services are not assignable without prior approval of the City.*

For warranty information, please refer to the sample Oracle License and Service Agreement (OLSA). Please see the sample OLSA in Appendix D.

Training

Enstoa recommends the train the trainer approach be used to enhance CFL's ability to effectively manage training and ongoing adoption within their user community. Enstoa will lead workshops and training sessions to ensure the smooth transition of Unifier knowledge to CFL's core project team of power users and designated administrators (approximately 2). We estimate these training activities will take place in five 4-hour sessions. Detailed Unifier administration training will be provided to the designated CFL systems administrator.

Training Materials

Training materials will consist of an online User Manual that can be accessed from CFL's Project Management website.

Post Go-live Support

Enstoa will provide an allowance of 20 consulting hours of on-call support after the launch (go-live) of Unifier. Expected activities include:

- Training support for Project Managers, Business Services and other CFL staff members
- Unifier configuration adjustments emerging out of early-stage adoption with users
- Troubleshooting and system corrections resulting from system misuse (expected during the ramp-up period)
- Data quality and migration issues that require a specialized technical skill and knowledge of Unifier.

Out of Scope Items

Following the Unifier configuration described in this proposal, Enstoa foresees the below items to be included in the next phases of the Unifier implementation if requested by CFL. These Items are out of scope for the initial implementation.

- Data Migration
- Document Migration
- System Integration
- Business process reengineering
- Bid Management
- Major modifications of OOTB business processes not noted in the Scope section of this proposal
- P6 scheduling integration
- Functional Solutions Administration (described in the methodology section)
- Training videos
- Custom BPs
- Optional: Panoptra®

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Team Roles

Enstoa will provide a team of experienced personnel for the Unifier implementation.

Role	Responsibility
Project Manager	Serves as the focal point for implementation and ensures overall CFL satisfaction by coordinating resources assigned to CFL. Implementation management, including managing work plan (activities and schedule), scope, issues, and QA of deliverables.
Subject Matter Expert	Provides specialized industry construction domain knowledge including best practices. Provides application, solution architecture and system design expertise.
Configuration Specialists	Performs configuration activities, for functional areas such as Business Processes, UDR, Cost Sheet, Folder Structure, etc.
Training Manager	Manages development and delivery of customized training plan and provides hands on training.

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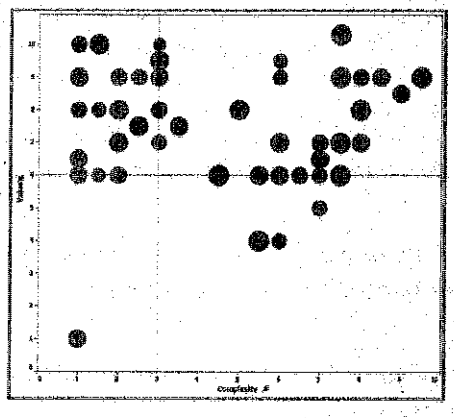
Methodology

The best software will fail to meet business objectives without methodologies that address challenges and risks in project controls and field execution systems deployment. Enstoa has spent years developing the following methodologies that support adoption, engage user groups, develop requirements through a reporting-led approach, compress deployment schedules and de-risk implementations.

90-day Sprint™

Enstoa believes that for project controls initiatives to succeed participants need to see value immediately. To accomplish this we have created our 90-day Sprint™ methodology that seeks to break down large projects into time-boxed and fix-priced engagements. We do this by engaging clients in a collaborative Stakeholder Workshop (Sprint 0) that identifies the key initiatives, places a value on them and prioritizes them according to the needs of the organization. We deliver the high value opportunities in 90 days.



Waypoint Engagement™

Common pitfalls of systems implementations are trying to boil the ocean out of the gate and misaligned objectives. Enstoa's Waypoint Engagement™ methodology aligns project teams to interim reference points defined by prototype reporting using real client data. The waypoint being established, Enstoa's iterations engage project teams through active listening to create aesthetic and meaningful report tracking tools. This reporting-led approach highlights process inefficiencies, data gaps, or personnel competency issues that can be addressed with precision and clarity in a 90-day Sprint™ program.

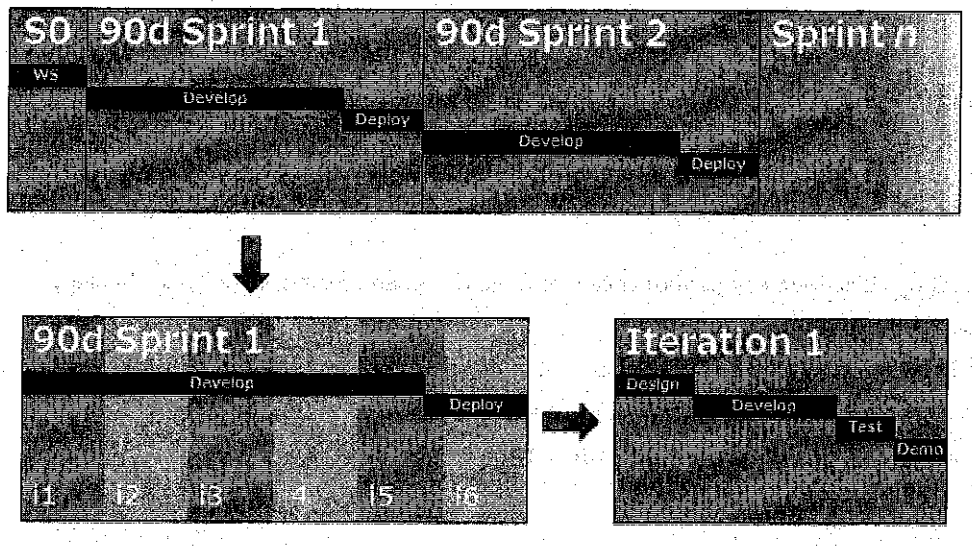
Functional Solution Administration

To ensure the effective use of Unifier, its full adoption and capture the value of future releases, Enstoa offers a comprehensive Unifier functional solution admin service of application and solution support.

90-day Sprint™

	Business Challenge	Enstoa Response
90-day Sprint™ *Maximize value on IT investments*	• Project duration exponentially increases technical and stakeholder engagement risk • We can't know it all from the start - requirements emerge • Investment justifications are hard to make on big projects	• Sprint 0 workshop is fast and elicits requirements effectively • 90-day Sprints are M^3 measurable, manageable, makeable • Changing business needs require recalibration points • Frequent and iterative deployments of functionality engage users

The implementation of Primavera Unifier requires a comprehensive implementation methodology which embodies a variety of best practices gathered through industry project management experience combined with Enstoa's expertise in deploying Unifier and other systems. Enstoa proposes its 90-day Sprint™ methodology to break down large projects into time-boxed and fix-priced engagements.



The methodology consists of the following components:

Sprint 0 (S0)	Our interactive process takes approximately one week and solicits input from key business stakeholders and IT representatives. This process involves important dashboard prototyping with client data to arrive at the actionable go-forward plan.
Sprint n	Enstoa believes that for project controls initiatives to succeed participants need to see value immediately. To accomplish this, our Sprint Methodology seeks to break down large projects into 90 day Sprints.
Iteration	Each Sprint is further broken down into 2-week iterations. This allows the projects team to check-in and ensure the project is on the right track in terms of deliverables and schedule. Regular bi-weekly Steering Committee meetings with the client allow visibility into work in progress and ensure constant adjustment and re-alignment to requirements.
Testing	Testing activities include: • Unit Testing • User Acceptance Testing • Integration Testing
Calibration Sessions	At the conclusion of each Sprint, Enstoa conducts a calibration session with Steering Committee members over two 90 minute meetings. Deployed solutions are presented during

the 1st meeting and decisions are made on go-forward scope for the subsequent sprint. The refined scope is presented at the next 90 minute meeting for Steering Committee sign-off.

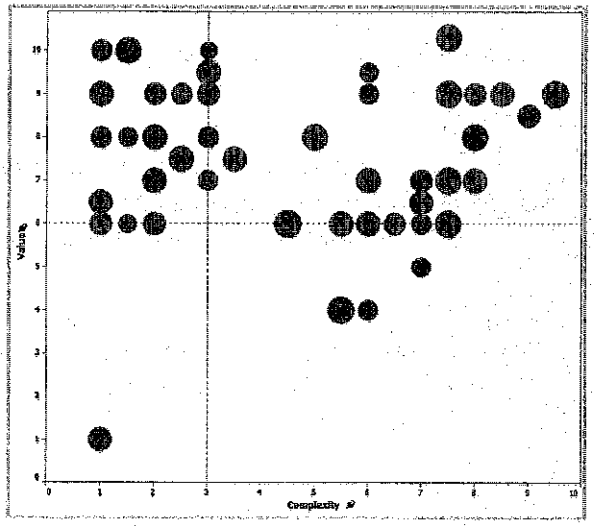
Sprint 0 (S0)

Enstoa's Capital Projects IT Initiatives Workshop is designed to be an extremely effective approach to gathering requirements, documenting needs, and planning for key performance improvements across project management, PMO, capital planning, and turn-over operations. During this time, we will work with CFL steering committee and functional groups to:

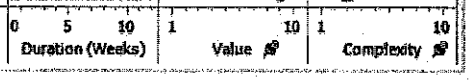
- Understand your operating objectives, key performance indicators (KPIs) and the goals for the technology systems and management dashboards
- Establish an initiatives roadmap to guide scope development and manage resource allocation
- Gather requirements and configuration needs for BPs and reports
- Identify preliminary system gaps for capital projects planning and execution

The list of initiatives gathered throughout this workshop will be rated according to value and complexity and allow Enstoa to deliver an agreed upon ***Initiatives Roadmap*** and working ***Prototype Dashboards*** using CFL data collected during the Workshop.

Please see Appendix B for an example workshop deliverable and Initiative Roadmap.



Init..	Business Unit	Performance Initiative
11	Plant Ops	Show Plant Ops work order status and last activity on PM dashboard
15	CD&C	Project summary: cost (Budget); high level; % variance analysis (CPI)
16	CD&C	Project summary: schedule variance analysis (SPI)
33	CD&C	Client reporting (highly visual)
39	CD&C	For PM: personal dashboard of all "my" projects



ENSTOA

Sprint Scope – Indicative

The agreed upon Initiatives Roadmap and working Prototype Dashboard using CFL data will make it easy for CFL to define the Initiatives it would like to implement in the first 90 days Sprint and beyond.

After each Sprint, Enstoa will conduct a calibration session to revisit and update the Performance Initiatives Roadmap (Value/Complexity) chart. This approach allows managers to stay close to the effectiveness of the dashboards and more precisely target their future investments in information technology.

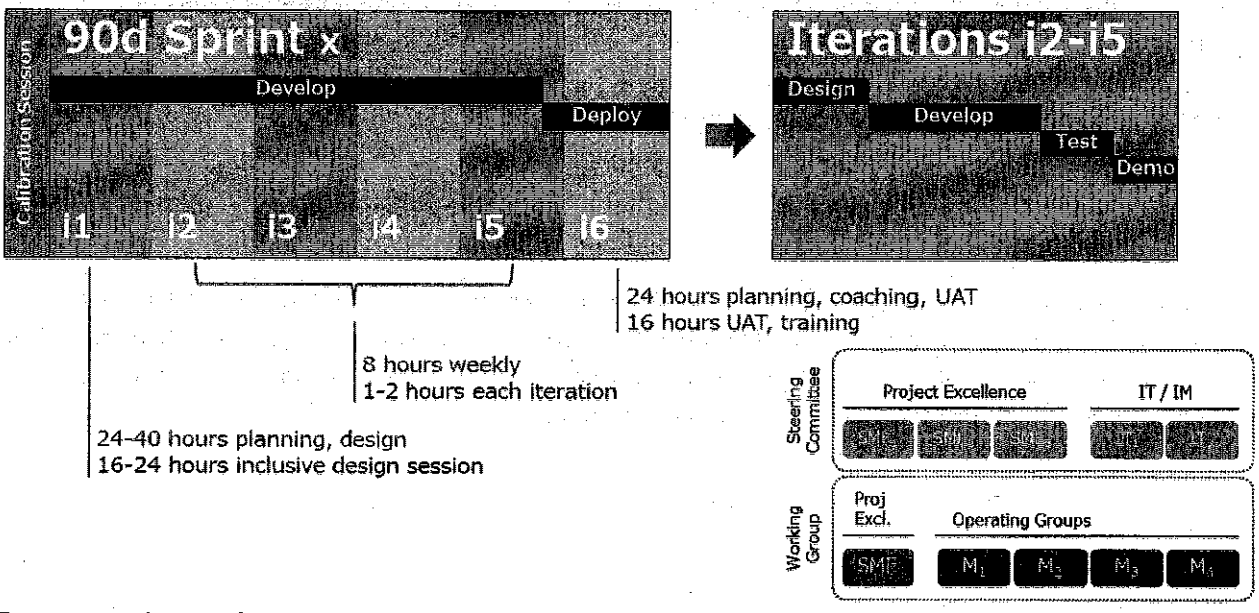
Enstoa has outlined one (1) indicative sprint to take place over a shorter time period (5 weeks after Sprint 0). The proposed schedule and scope will be validated upon completion of S0. The implementation plan and schedule is based on extensive project management implementation experience.

Please note, that for the scope defined in this proposal, Enstoa foresees the full implementation to take place within a shorter first Sprint.

Sample Client Level of Engagement

Sample Performance Items scoped within a "Sprint" for project controls

- Sanction budget workflow and stage gate process – assessment
- Trends register reporting supporting anticipated cost report



Governance Approach

Steering Committee	High-level body responsible for Project Charter sign-off, contractual matters, high-level design, and Sprint *n* scope sign-off. This typically consists of project services and IT.
Working Group	Special work groups consisting of applicable project services representatives. Individuals in different business and information technology competency areas as needed; numbers vary based upon specifics of CFL's organizational structure and requirements.

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Waypoint Engagement™

	Business Challenge	Enstoa Response
Waypoint Engagement™ *Team alignment on business drivers*	• Misaligned objectives guarantee failure • Process overdesign is a common response to chaos • We have data, we lack information • User groups don't embrace the change and adoption drags	• Establish interim reference points defined by prototype reporting using real client data • Iterations engage project teams through active listening • Reporting-led approach highlights process inefficiencies, data gaps, or personnel competency issues

Principles

- Get at the real pain and requirements through **active listening**
- **Scaffolding** is the most effective personnel development technique (Zone of Proximal Development)
- Start with the end in mind through **iterative** prototypes within current business context & data
- Team **alignment** is a process not a starting point
- **Aesthetic** consultants understand tech, art, human interaction
- User group engagement leads to **adoption**

Enstoa's Approach to Training & Roll-out

Training, coaching and adoption are key components of Waypoint Engagement™ and Enstoa recommends the train the trainer approach be used to enhance CFL's ability to effectively manage training and ongoing adoption within their user community. Enstoa will lead workshops and training sessions to ensure the smooth transition of Unifier knowledge to CFL's core project team of power users and designated administrators.

Functional Solution Administration

The below section provides an overview of Enstoa's functional solution administration strategy, which is not priced as part of Enstoa's offer and is provided for information purposes only.

To ensure the effective use of Unifier, its full adoption and to capture the value of future releases, Enstoa offers a comprehensive Unifier functional solution admin service of application and solution support.

Application Administration

- Tier 2 end-user functional support

- Interface with Oracle on escalated tier 3 issues
- Unifier administration such as report subscription management
- Special Unifier administration activities for bespoke client processes
- Data quality management

Solution Administration

- Managing enhancements to Unifier configuration and built-in reports as requested and approved
- Suggesting and managing solution enhancements made possible by new Unifier releases
- Maintain up-to-date technical and user documentation
- Monitoring integration health and resolve integration issues
- Functional / SME support to enhance solution design and end-user adoption

Issue & Change Management Process

In every instance, rapid recovery depends on a mutual commitment from Enstoa functional consultants and client staff. For more rapid resolution of priority incidents it is important we have access to the appropriate people in your organization that can help troubleshoot and isolate the source of the problem. This may include database managers, network administrators, IT staff, or others as required.

We also may require access to your systems—either directly or via secondary means, such as web meetings—to aid in collecting information needed to resolve the reported problem. In turn, we'll engage the necessary staff to collaborate with you and correct any issues as soon as possible.

All change requests, or issue resolutions requiring an application modification, will be approved by the client before implementation by Enstoa. This approval process is required to ensure consistency and alignment of the current configuration with the initial implementation objectives set by the client's management team. This process will also allow for all approved changes to be documented and for the training documentation to be kept current with the latest configuration.

Items that are not deemed "priority" by the client will remain in a wish list which can be considered in a larger, future release of Unifier and/or report enhancements.

Application Administration

No change in configuration, base user support, training and application admin within templates
[P = Prime responsibility]

Category	Duties / Responsibilities	Enstoa	Client
End user tier 2 functional support during normal business hours	▸ Answer simple "How Do I..." questions and direct users to appropriate training material / Super Users / Clients Admin	P	
	▸ Troubleshoot user login issues	P	
Administer Issues & Change Request Log	▸ Maintain issues log and change request log		P
	▸ Interfacing with vendor (Oracle) on escalated support issues	P	
Unifier Administration	▸ Creating new projects		P
	▸ Manage templates and user security permissions Manage		P

Category	Duties / Responsibilities	Enstoa	Client
	automated report subscriptions	P	
Examples of customer specific Unifier Special Admin Processes	‣ Project close-out backlog		P
	‣ Currency reconciliation	P	
	‣ Equipment file download and posting		P
	‣ Vendor qualification and setup		P
Data management	‣ Researching data inconsistencies	P	

Solution Administration

Configuration enhancements to existing BPs and Reports; integration pre-release testing; data validation; alignment of solution to industry best practices for project controls systems

Category	Duties / Responsibilities
User Enhancements Requests	‣ Minor configuration enhancements identified by the user community and vetted by Steering Committee (SC) or authorized individual(s)
Solution enhancements leveraging Unifier product releases	‣ Minor configuration enhancements made possible through Oracle product releases of new functionality; SC approval required; usually quarterly
Upgrade impact planning	‣ Pre-release testing for: Unifier configuration, reporting ‣ Integration testing ‣ Data validation testing ‣ Release communication to end-users: notification to user base for new solution releases, release webinar (if appropriate)
Unifier Integration support	‣ Monitor integration health for successes and failures ‣ Correct, through manual or automated means, failed transactions with external systems
Reporting Enhancement Requests	‣ Support for application reports and dashboards
Training Documentation	‣ Update and manage all training documentation and videos to incorporate new enhancements added to the Unifier solution
Configuration documentation	‣ Maintain and update configuration documentation of business processes, cost sheet, reports, integrations, etc.
User Documentation	‣ Update and manage all end-user documentation and videos to incorporate new enhancements added to the Unifier solution
Functional / SME Support	‣ Provide functional support to project teams on solution design and industry best practices for project controls systems

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Project Success Factors

Risks

- Project team members (SME's, technical specialists, stakeholders) can only provide limited time to support the gathering of design requirements or testing of the system, potentially resulting in incomplete requirements and a recommendation that doesn't fully meet the business needs.
- Data sources are not stored in a consistent format which could require a standardization effort and impact our delivery timeline.

Constraints

- The final solution will need to adhere to CFL IT technical and security standards and policies.

Dependencies

- CFL will need to confirm the scope of the proposal. Adjustments will need to be discussed and modifications to scope and pricing made if necessary.
- Stakeholders at CFL will diligently sign-off on deliverables.

Commercial Proposal

Assumptions

Each Unifier implementation requires detailed requirements gathering and planning sessions at the beginning of the implementation to ensure the suggested solution fits the exact client's needs. To be able to provide CFL with precise pricing for its services, Enstoa's level of effort estimation for its services is based on the following assumptions. These assumptions will need to be verified with CFL at the start of the project work and the scope adjusted if necessary.

Category	Enstoa Assumptions
Planning & Design	▸ The proposal includes Enstoa's Sprint 0 services as part of the planning and design phase of the implementation. Enstoa's assumptions and the exact requirements and scope will need to be confirmed with CFL and adjusted if necessary. ▸ Enstoa will leverage OOTB BP's to deliver full functionality of the system within the desired time frame.
Training	▸ Enstoa includes the training of 2 Admins / Super Users in its 'train the trainer' approach ▸ This scope is based on five 4 – hour 'train the trainer' sessions
Configuration	▸ Enstoa assumes a maximum number of 10 User Roles to be used in Unifier ▸ Enstoa assumes CFL has a mature and stable WBS structure ▸ Enstoa assumes CFL has existing mature business models (no business process re-engineering needed, except those changes enabled by Unifier as an automated form and workflow tool) ▸ Pricing is based on the configuration effort for 15 OOTB BPs (plus Portfolio Mgr, Cash Flow, Doc Mgr, Cost Sheet) ▸ BPs to be configured will need to be determined in the Sprint 0 planning phase ▸ CFL's Unifier users are all internal. No external users (such as vendors) need to be set up in the system ▸ Shell configuration will be limited to one single-instance shell with up to 3 levels beneath it. Users/Groups will be assigned according to shell hierarchy. ▸ CFL has a set list of project milestones set in the schedule ▸ Enstoa assumes schedule manager configuration will consist of data mapping activities for the import of schedules from other sources (i.e. MS Project or P6). Schedule manager template creation will be at a summary WBS phase level ▸ Enstoa assumes CFL has a defined methodology for gates and no re-engineering will be required
Reports	▸ The pricing is based on 9 User Defined Reports ▸ Custom reports and dashboards are in addition to implementation services (Enstoa's Panoptra solution may also be considered as reporting solution)
Other	▸ Data Migration may be required by CFL in further phases of the implementation. Whereas data migration is out of scope for this proposal, the data migration requirements will need to be discussed in the planning and design session ▸ CFL will make necessary team members available to meet with Enstoa, and these team members will be empowered to provide guidance related to the design, testing and validation of the solution.
Support	▸ Enstoa allows for up to 20 support hours ▸ The Functional Solution Administration option described above is not included in this proposal.

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Pricing

Unifier Implementation Services

Implementation Service Cost are fixed price.

Unifier Implementation	Total
Sprint 0: Project Planning & Design	$17,200
Sprint 1: Implementation & Training	$62,350
Total Implementation Services	**$79,550**
Sprint 1: Support	$4,300
Travel Expenses (estimated at 15% of services)	$12,578
Total Consulting Services & Travel	**$96,428**

Licensing & Maintenance

Oracle's Primavera Unifier yearly licensing fees include maintenance. The below pricing tables show the cost for the initial license fee for the first year and the additional license costs for 4 extra years, to reflect the total price for Unifier licenses for 60 users for all 3 SKUs over the timeframe of 5 years.

Annual Licensing Costs					
Item	Unit Price per User per SKU per Year	Discount	CFL Price	Users	Total Price
Capital Planning	$950	($574)	$376	60	$22,560
Project Delivery Management	$950	($574)	$376	60	$22,560
Cost Controls	$950	($574)	$376	60	$22,560
Total Annual Licensing Price					**$67,680**

License costs for an additional 4-year period						Total
Item	Unit Price per User per SKU per Year	Discount	CFL Price	SKUs	Users	Total Yearly Price
Yearly License Costs for 3 SKUs	$950	($574)	$376	3	$60	$67,680
4-Year License Costs						**$270,720**

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Enstoa's Panoptra® Reporting Platform (Optional)

Panoptra® for Unifier	Total
Panoptra® for Unifier Yearly Subscription Fee	**$35,000**

Commercial Terms

1. Enstoa confirms the above mentioned bid and prices are firm for acceptance by the City for a period of 120 days from bid opening date.
2. Enstoa Consulting fees will be invoiced semi-monthly based on percent of completion
3. Payment terms: NET 30
4. Consulting for services outside of this Scope of Work shall be performed at a rate of $215 per hour. Any additional work shall require pre-approval by CFL Project Lead. Hourly rates will be revised each January based on CPI.
5. Travel and other expenses will be billed at cost. Travel related expenses will be pre-approved by CFL Project Lead.

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Appendix A: Unifier Out of the Box (OOTB) Business Process List

Capital Planning

Portfolio Management
Cash Flow

Project Delivery

Action Items
Architect's Supplemental Instructions
Architect/engineer Daily Observations
Correspondence
Daily Reports
Design Change Requests
Design Reviews
Incident Reports
Lessons Learned
Meeting Minutes
Monthly Updates
Notices to Proceed
Project Closeout
Punchlist
Requests for Information
Submittal Register
Submittals
Transmittals
Warranties

Cost Controls

Budget Approval
Budget Changes
Budget Transfers
Fund Appropriations
Estimates
Contracts
Potential Change Orders
Change Orders
Payment Applications
Purchase Orders
PO Amendments
Invoices
Journal Entries
Payments
Requests for Substitution
Requests for Bid
Risks & Issues
Work Releases

APPENDIX B: Sample Workshop Report

Initiatives Roadmap

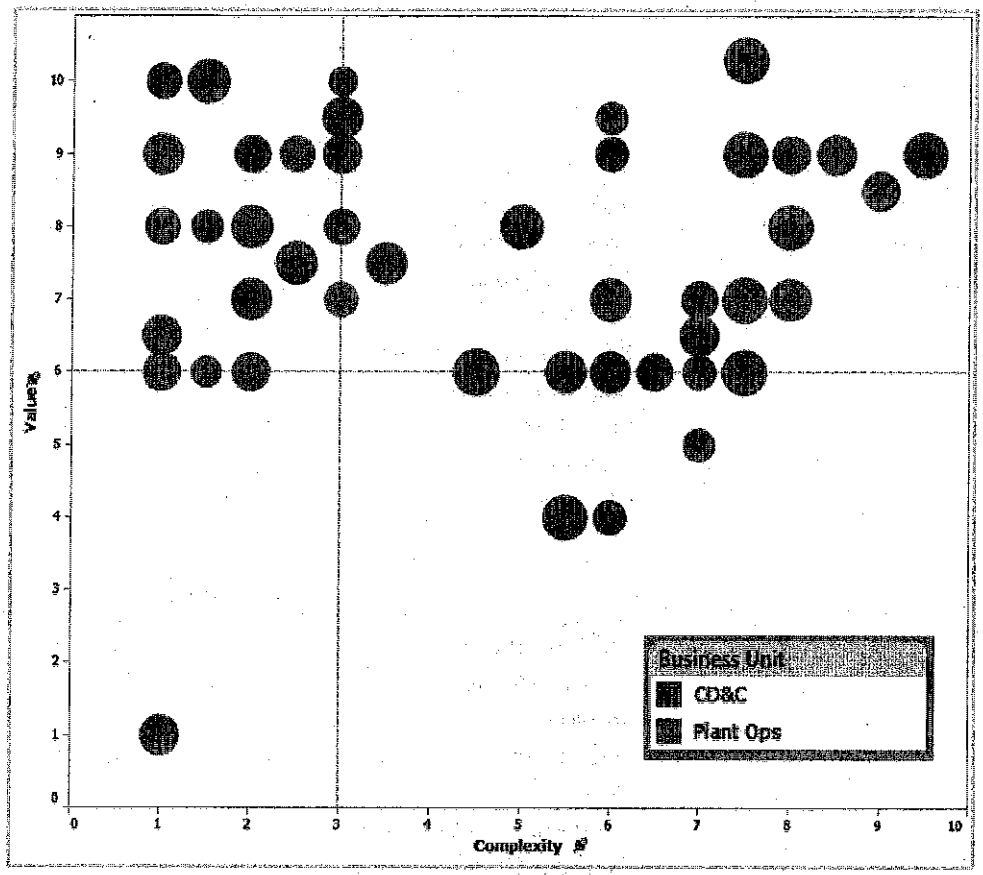

Figure 1: Performance Initiatives ranked by level of Value (1-10), and Complexity (1-10).

The Initiatives Roadmap is Enstoa's unique approach to identifying, evaluating and prioritizing performance initiatives to achieve Capital Projects system objectives. The performance initiatives are further broken down into Sprints of 60 – 90 days during which an Enstoa team along with designated members of Campus Design & Construction (CD&C) and Plant Ops will implement the selected performance initiatives. The composition of each Sprint is decided in a joint session where Enstoa and Client will evaluate the remaining initiatives, re-prioritize them if necessary and fix the scope. This process allows Client to determine if any initiatives have become redundant based on work that has been completed or identify new initiatives.

Sprint #1

Sprint #1 includes four (4) CD&C performance initiatives and one (1) Plant Ops performance initiative. The goals and descriptions of each initiative are further elaborated in Table-1 (Plant Ops Performance Initiatives) and Table-2 (CD&C Performance Initiatives).

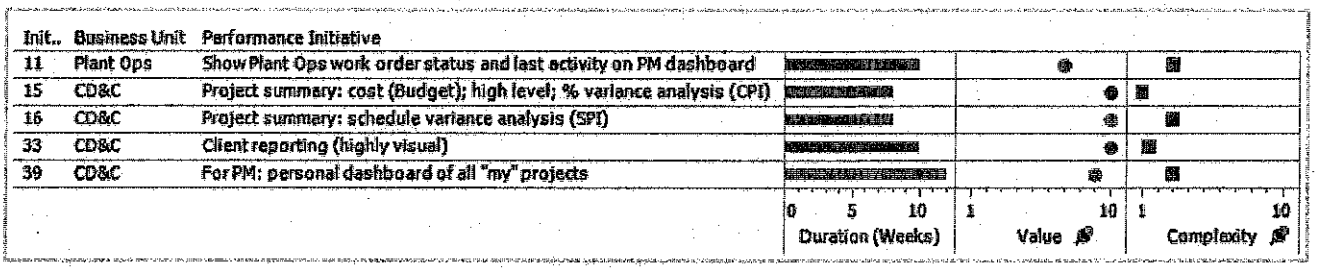

Figure 2: Candidate Sprint #1 Bundle

Sprints are Enstoa's rapid deployment methodology which gets dashboards into the hands of managers in 60 – 90 days. The speed of deployment allows managers to start using the technology and information quickly and to start experiencing the results that better information and analytics can support.

Sprint #2+

Performance Initiatives for Sprint 2 and beyond will be determined after a successful deployment of Sprint 1 activities. The Performance Initiatives Roadmap (Value/Complexity) chart will be revisited and updated at that time. This approach allows managers to stay close to the effectiveness of the dashboards and more precisely target their future investments in information technology.

Performance Initiatives

Plant Operations

Table 1 contains the performance initiatives identified by the Plant Ops group during the 3-Day workshop facilitated by Enstoa. The intent of each performance initiative is described by the "*Performance Initiative*" column. Quantitative metrics associated with each performance initiative are described in the *"Detailed Description"* column. Each performance initiative is ranked according Value and Complexity (as perceived by the Plant Ops group on behalf of all information consumer constituencies). Value and Complexity values are assigned between 1 (low) and 10 (high).

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Table 1: Plant Ops Performance Initiatives

ID	Performance Initiative	Detailed Description	Value	Complexity
1	Productivity & efficiency of staff - preliminary analysis of OT, productivity	Measure work order activity by personnel, average response times on bell curve; OT overlay	6	2
2	Are we working on the most important items? Determine algorithm for 'critical items'	Measure 'critical' items by cost, # of failures/WO's, campus building/dept, and other dimensions; enable a view of priority	7	6
3	How do our customers feel about our responses?	Customer Survey Reporting & Trending by Customer, Building, Work Performed, volume of capital project activity in dept	8	2
4	Analyze overtime by shop, person	Show a measure of productivity (ref ID #1) with OT analysis over time, but shop, dept, etc.	6	2
5	Analyze wrench time	Will require enhanced WO tracking not currently available. Analyze Wrench Time, Productive Time, Non-Productive Time, Other Non-productive Time, Unavailable Time, Average Wrench Time	9	8
6	Condition of facilities, assets	Condition assessment or an Asset analysis report	9	9
7	FCNI - sharing this with donors, budget office, occupants	Get reporting access to FCNI data and represent to educate key constituents in the facilities planning process	7	8
8	Easy access into state condition assessment; mine the data (ISES)	Get access to data for the purposes of reporting and facilities planning	7	8
9	Identify chronic assets/problems: return calls on same equipment	Identify potentially troublesome assets through WO activity and maintenance cost	9	3
10	Track workflow efficiency between steps/phases	Measure worker productivity between steps and manage inefficiency out of the process	7	1
11	Show Plant Ops work order status and last activity on PM dashboard	Keep CD&C PM's abreast of activity against their projects to enhance cross-departmental visibility and communication	7	3
12	PM/CM trending over time	Analyze the ratio of PM/CM over time, sliced by several key dimensions (type, location, etc.)	6	1

ID	Performance Initiative	Detailed Description	Value	Complexity
13	Top 10, top 20 most troubled buildings over certain periods	Campus scoring mechanism to help direct facilities planning activities; reference ID #7	9	1
14	Energy: Bldg billing/costs/consumption monthly compared to prior periods	Inform constituents and university personnel of energy use, abuse and efficiency	9	8

Campus Design & Construction (CD&C)

Table 2 show those performance initiatives determined by the Campus Design and Construction group during the 3-Day workshop facilitated by Enstoa. The intent of each performance initiative is described by the *"Performance Initiative"* column. Quantitative Metrics associated with each performance initiative are described in the *"Detailed Description"* column. Each performance initiative is ranked according to Value and Complexity (as perceived by the Campus Design and Construction group on behalf of all information consumer constituencies). Value and Complexity values are assigned between 1 (low) and 10 (high).

Table 2: CD&C Performance Initiatives

ID	Performance Initiative	Detailed Description	Value	Complexity
15	Project summary: cost (Budget); high level; % variance analysis (CPI)	Single project master report allows project details at a glance; primary audience is Mike P.; multiple dimensions for filtering	10	1
16	Project summary: schedule variance analysis (SPI)	Report on project schedule variance over time, by PM, Dept, and other dimensions; may require enhanced scheduling practice (milestone based)	10	3
17	Project historical cost analysis used for planning, populating CBE's	Master projects database of historical information with extensive filtering and mining capabilities; used for capital planning/analysis	6	5
18	Project cost month-end reconciliation (work orders, etc.)	Eliminate wasteful time of key facilities personnel by collapsing the month-end reconciliation time-frame; increase information accuracy	6	7
19	Getting cost information on work orders available to the projects	Budget Management Initiative (Plant Ops, CD&C) - higher impact for small projects	8	5
20	Consistent usage of project status, i.e. Planning, Design	Data quality index to identify incorrectly identified values; increase reliability of data	9	2
21	Standardize definition on project close - when is it closed; Closeout process	More detailed analysis on the close-out process; will need to confirm the "close-out" definition, process with team.	8	4

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	Performance Initiative	Detailed Description	Value	Complexity
22	Anticipate project issues (cost busts, schedule busts, scope creep, client dissatisfaction)	Use project data to predict potentially troublesome projects - should be visibly called out on key manager dashboards	9	6
23	Identified stalled, stale or slower projects	Early indicators on schedule and phase overruns; alert managers to potentially troublesome projects	8	2
24	Cash flow projects - primarily on spend side, use of funds	Forecast and measure against baseline CF that can be used by facilities, finance, and treasury functions; streamline CF reporting	10	6
25	Cash flow projects - source of funds	Report on source (origination) of funds for capital projects to enhance visibility between University departments	9	9
26	Track contractor contingency; along with project contingency	May require enhanced contingency management in Unifier; enable contingency use to act as a predictor of risk on projects (% contingency consumed vs. % project completion). Important for large projects	6	6
27	Agency Managed Account - reconciliation issue	Use data reconciliation tools to streamline accounting and project information for Agency managed accounts	6	6
28	Monitor progress on Cap Improvement / CF&R projects	Ensure that smaller (but highly critical) projects do not get "lost" and receive adequate visibility and performance reporting	10	3
29	Project manager loading (by size, phase, type, etc.), including 2nd chair (co-PM)	Tool to properly load PM's and identify overloading as a potential risk to schedule, scope, cost	7	2
30	% project complete / % project spent	Advanced project performance indicator; will require enhanced scheduling practice	8	8
31	At a glance - Tasks overdue, delay indicators - anticipated schedule busts	Show Unifier workflow task summaries with an indication of potential schedule impact	6	8
32	At a glance - Tasks overdue, anticipated budget busts	Show Unifier workflow task summaries with an indication of potential cost impact	7	7
33	Client reporting (highly visual)	Distribute via Client Facilities portal highly visual and informative dashboard(s) to clients to enhance communication & transparency	10	2
34	Report on client satisfaction - scope/quality/occupancy	Project details for clients to facilitate internal dept planning, scope control, and other activities	7	7

ID	Performance Initiative	Detailed Description	Value	Complexity
35	Vendor loading - spread the work around, use new consultants, vendors	Show current & historical vendor loading and distribution - to use during bid evaluation/analysis	1	1
36	Show PM's vendor ratings and information on other vendors	Provide ratings info on vendors at the end of key project phases (i.e. design quality, closeout); add PM rating feature in Unifier	4	6
37	Show vendor performance review	Provide current and historical analytics on contracts, change orders, cost and schedule variance, and phase duration	4	6
38	Monitor project managers' projects - at a glance; portfolio overview & management	Management summary review of PM project activity; portfolio dashboard	8	1
39	For PM: personal dashboard of all "my" projects	Daily dashboard for PM's to see at a glance (on a single page) key project details, risks	9	3
40	Monitor project scope/quality for end-user occupancy satisfaction	Implement process to better assess project quality, submission sign-off; use this information as an ultimate predictor of client satisfaction	8	3
41	Monitor project scope/quality for maintainability	With a view on project handover and management by Plant Ops - provide quality checks throughout design/construction	6	7
42	Adherence to design standards	Develop and better enforce design standards through new (or refined) processes and reporting	5	7
43	Measure Total Cost of Occupancy (TCO)	Long term goal to link capital investment with operational costs and use this information for TCO evaluation	9	10
44	Overdue project tasks (Unifier) - trending report & data quality index	ensure accurate/reliable data; identify and correct missing, inconsistent, and incorrect information	8	3
45	Expected final cost - enhance cost forecasting process & reporting	Enhance cost forecasting process in Unifier (explore involving CM's); build reporting around refined process	10	8

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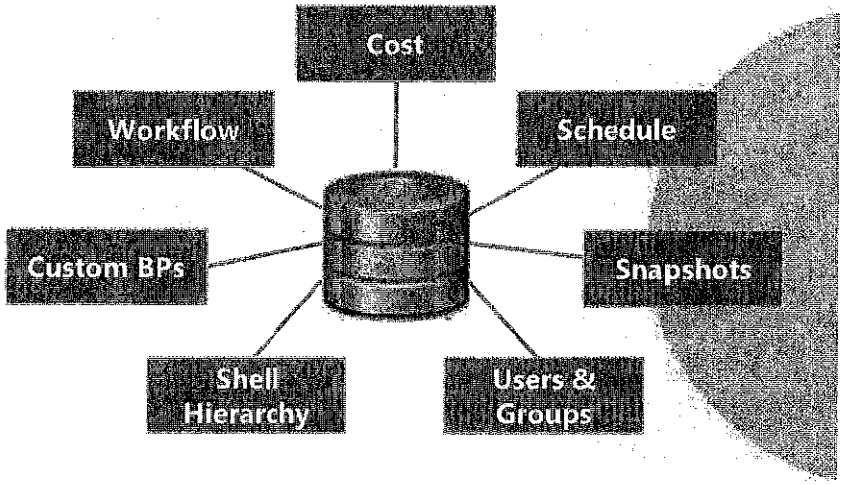
APPENDIX C: Panoptra®

PANOPTRA An automated reporting platform for Unifier

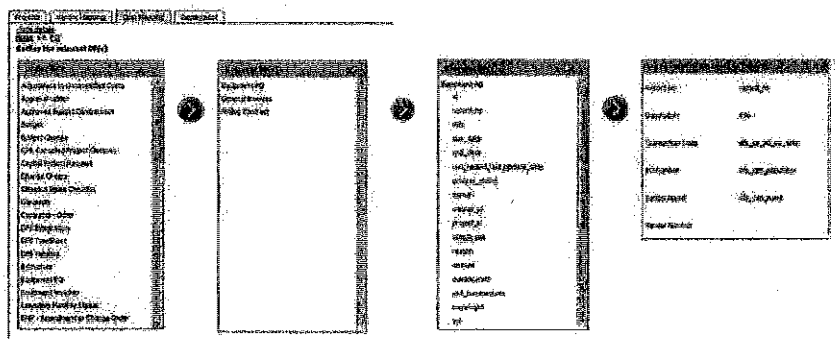
Time tested data model

- Enjoy a simple, streamlined star schema with historical snapshot tables for easy trending – no more struggling with convoluted SQL statements and data views!
- Leverage years of experience to shave months or years off of an in-house development initiative



User-friendly web app

- Map your Unifier business processes to Panoptra's data model in minutes with our drag-n-drop UI
- Automatically generates and deploys ETL to download and import Unifier data



1-click deployment

Shilpa Joshi
Marketing Manager
sjoshi@enstoa.com
212-913-0864

ORACLE Platinum Partner

Line item cost report

- Flexible, filterable report to show costs by work package, discipline, or area
- Show period-on-period comparisons and drill down to details from summary rows

Vendor performance

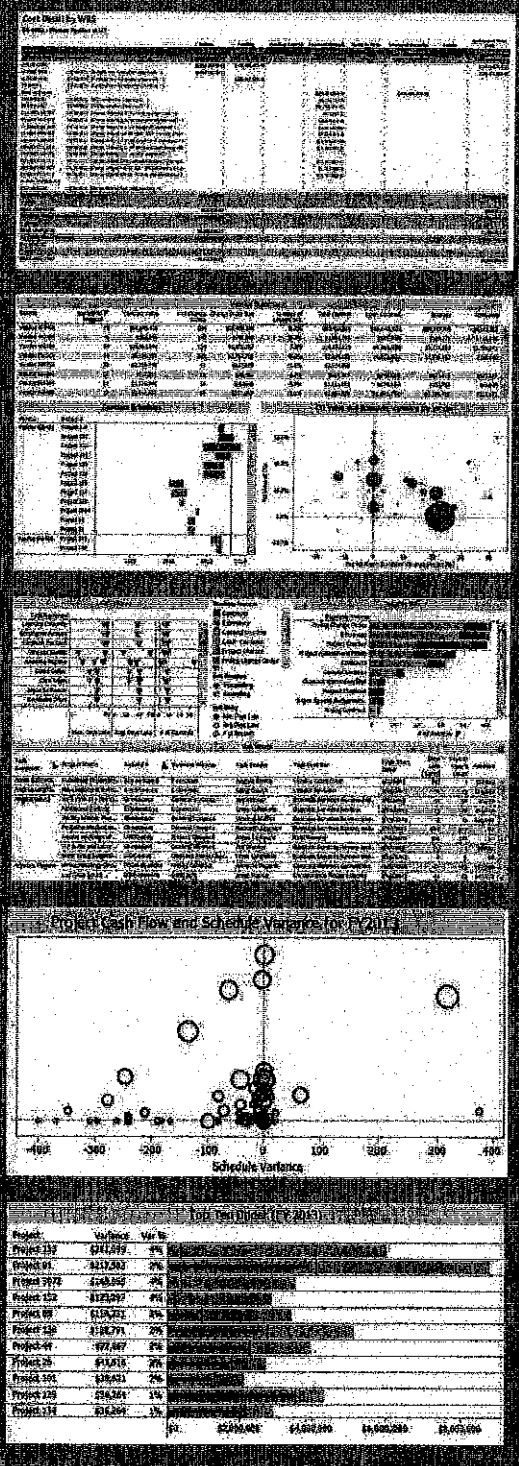
- Comprehensive vendor reporting dashboard that shows contract performance, project loading, and a complete history of work performed

Workflow status

- Spot bottlenecks, view average response times and filter for late or pending tasks across all projects

Portfolio variance

- Summary dashboards to show budget and schedule variance across your portfolio



Use next-generation data discovery and reporting tools to design your own reports and interactive dashboards

ORACLE

APPENDIX D: Sample Oracle License and Service Agreement (OLSA)

ORACLE

ORACLE LICENSE AND SERVICES AGREEMENT

A. Agreement Definitions

"You" and "your" refers to the individual or entity that has executed this agreement ("agreement") and ordered programs and/or services from Oracle America, Inc. ("Oracle") or an authorized distributor. The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered. The term "program documentation" refers to the program user manual and program installation manuals. The term "programs" refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support. The term "services" refers to technical support, education, hosted/outsourcing services, consulting or other services which you have ordered.

B. Applicability of Agreement

This agreement is valid for the order which this agreement accompanies.

C. Rights Granted

Upon Oracle's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the ordering document), limited right to use the programs and receive any services you ordered solely for your internal business operations and subject to the terms of this agreement, including the definitions and rules set forth in the order and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this agreement in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this agreement. If accepted, Oracle will notify you and this notice will include a copy of your agreement. Program documentation is delivered with the programs, or you may access the documentation online at http://oracle.com/contracts. Services are provided based on Oracle's policies for the applicable services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order (except technical support services, which are as specified in section H of this agreement). Upon payment for services, you have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for your internal business operations anything developed by Oracle and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms provided in the ordering document.

The services provided under this agreement may be related to your license to use programs which you acquire under a separate order. The agreement referenced in that order shall govern your use of such programs. Any services acquired from Oracle are bid separately from such program licenses, and you may acquire either services or such program licenses without acquiring the other.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed and delivered under this agreement resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this agreement.

You may not:

- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs);

- disclose results of any program benchmark tests without Oracle's prior written consent.

E. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year after delivery. Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

ORACLE DOES NOT GUARANTEE THAT THE 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: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.

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

F. Trial Programs

You may order trial programs, or Oracle may include additional programs with your order which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30 day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and will delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

G. Indemnification

If a third party makes a claim against either you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees you have paid to Oracle for the license. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which

has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

H. Technical Support

For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at http://oracle.com/contracts.

Technical support is effective upon the effective date of the ordering document 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.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first and second renewal years the fee for SULS will not increase by more than 4% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

I. End of Agreement

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 ends this agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for programs ordered and/or services received under this agreement plus related taxes and expenses. If Oracle ends the license for a program under the Indemnification section, you must pay within 30 days all amounts remaining unpaid for services related to such license plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use those programs and/or services ordered. You further agree that if you have used an Oracle Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the programs and/or services that are subject to such contract. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

J. Fees and Taxes

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 programs and/or services you ordered, except for taxes based on Oracle's income. Also, you will reimburse Oracle for reasonable expenses related to providing the services. Fees for services listed in an ordering document are exclusive of taxes and expenses. You agree that you have not relied on the future availability of any programs or updates in entering into the payment obligations in your ordering document; however, (a) if you order SULS for

programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under your ordering document, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under your ordering document, per the terms of your ordering document and this agreement.

K. Nondisclosure

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

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

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under 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 federal or state governmental entity as required by law.

L. Entire Agreement

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 ordering document, are the complete agreement for the programs and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs and/or services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement and any Oracle ordering document shall supersede the terms in any purchase order or other non-Oracle document and no terms included in any such purchase order or other non-Oracle document shall apply to the programs and/or services ordered. This agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of you and of Oracle. Any notice required under this agreement shall be provided to the other party in writing.

M. 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 OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY.

N. Export

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

O. Other

1. This agreement is governed by the substantive and procedural laws of the State 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.

2. If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section 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.

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

4. 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.

5. Upon 45 days written notice, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights. If you do not pay, Oracle can end your technical support, licenses and/or this agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

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 firms retained by you to provide computer 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 the business partner is providing services as an Oracle subcontractor on an engagement ordered under this agreement.

P. 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; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); 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 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for programs delivered or services provided.

Q. Terms Specific to Hardware and Hardware Support Services

1. Hardware Composition

a. Your hardware order may consist of the following components: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The term "hardware" is defined as the hardware equipment, including components, options and spare parts. The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

b. You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreements are located at http://oracle.com/contracts. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

c. You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of this order and the applicable documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

d. The operating system and/or integrated software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by the agreement including this order. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at http://oss.oracle.com/systems-opensourcecode . Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of our last delivery of the applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

e. You may only make copies of the operating system and integrated software for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the operating system or integrated software. You shall not decompile or reverse engineer the operating system or integrated software.

f. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the agreement.

g. You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

2. Use Restriction

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

3. Warranty

a. Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software, and (iii) the operating system media and the integrated software media (collectively, "media"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to you. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to you. You may access a more detailed description of the Oracle Hardware Warranty at http://www.oracle.com/support/policies.html ("the warranty web page"). Any changes to the Oracle Hardware Warranty specified on the warranty web page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

b. **FOR ANY BREACH OF THE WARRANTIES IN THIS SECTION 3, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR (ii) IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE PRODUCT AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE PRODUCT. TO THE EXTEND**

NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO YOUR HARDWARE ORDER, INCLUDING ANY WARRANTIES OR CONDITION OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

c. Replacement units for defective parts or components replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or components shall transfer back to Oracle upon removal from the hardware.

d. **ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR MEDIA.**

e. No warranty will apply to any hardware, operating system, integrated software or media which has been:

(i) modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
(ii) maltreated or used in a manner other than in accordance with the relevant documentation;
(iii) repaired by any third party in a manner which fails to meet Oracle's quality standards;
(iv) improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
(v) used with equipment or software not covered by the Oracle Hardware Warranty, to the extent that the problems are attributable to such use;
(vi) relocated, to the extent that problems are attributable to such relocation;
(vii) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
(viii) used by parties appearing on the most current U.S. export exclusion list;
(ix) relocated to countries subject to U.S. trade embargo or restrictions;
(x) used remotely to facilitate any activities in the countries referenced in (ix) above; or
(xi) purchased from any entity other than Oracle or an Oracle authorized distributor.

f. The Oracle Hardware Warranty does not apply to normal wear of the hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware and may be void in the event that title to the hardware is transferred to a third party.

4. Delivery, Installation and Acceptance of Hardware

a. You are responsible for installation of the hardware, unless you purchase installation services from Oracle with respect to such hardware.

b. Oracle will deliver the hardware to the delivery address specified by you on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified on the order. The applicable country specific hardware shipping terms are located in the Order and Delivery Policies, which may be accessed at http://oracle.com/contracts.

c. Acceptance of the hardware occurs on delivery.

d. Oracle may make and invoice you for partial deliveries.

e. Oracle may make product substitutions and modifications that do not cause a material adverse effect in overall hardware performance.

f. Oracle will use its reasonable commercial efforts to deliver the hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of hardware that you have ordered.

5. Transfer of Title

Title to the hardware will transfer upon delivery.

R. Hardware Specific Modifications to the Terms of the Agreement

The following terms are applicable to your order if it includes hardware.

a. Ownership and Restrictions

The word "programs" in the first sentence of the first paragraph of the Ownership and Restrictions section of the agreement is replaced by the phrase "programs, the operating system and integrated software".

Add the following as a new second sentence in the first paragraph of the Ownership and Restrictions section of the agreement: "Oracle or its licensors retain all intellectual property rights to the hardware."

In the second sentence of the second paragraph of the Ownership and Restrictions section of the agreement, the phrase "specified in the program documentation" is replaced by the phrase "specified in the program documentation or readme files".

b. Indemnification

The term "Material" under the Indemnification section of the agreement shall include the hardware (as defined below). Provided you are a current subscriber to Oracle technical support services for the operating system (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which you are/were a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under the Indemnification section of the agreement shall include the operating system and the integrated software and (ii) the phrase "program(s)" in the Indemnification section of the agreement is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., Oracle will not indemnify you for your use of the operating system and/or integrated software when you are/were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify you for materials that are not part of the Oracle Linux covered files as defined at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf.

Add the following as a new second sentence in the second paragraph of the Indemnification section of the agreement: "Notwithstanding the previous sentence and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value."

c. Technical Support

Add the following paragraphs at the end of the Technical Support section of the agreement:

"Oracle Hardware and Systems Support acquired with your order may be renewed annually and, if you renew Oracle Hardware and Systems Support for the same systems and same configurations, for the first and second renewal years the technical support fee will not increase by more than 4% over the prior year's fees."

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at http://www.oracle.com/us/support/policies/index.html."

d. End of Agreement

In the second sentence of the End of Agreement section of the agreement, the phrase "programs ordered and/or services received" is replaced by the phrase "hardware and programs ordered and/or services received".

In the fifth and sixth sentences of the End of Agreement section of the agreement, the phrase "programs and/or services" is replaced by the phrase "hardware, programs and/or services".

e. Entire Agreement

The phrase "programs and/or services" is replaced by the phrase "programs, hardware, operating system, integrated software and/or services" in all instances in the Entire Agreement section of the agreement.

f. Limitation of Liability

In the second sentence of the Limitation of Liability section of the agreement, (i) the phrase "**PROGRAMS OR SERVICES**" is replaced by the phrase "**PROGRAMS, HARDWARE OR SERVICES**" and (ii) the phrase "**PROGRAM OR SERVICES**" is replaced by the phrase "**PROGRAM, HARDWARE OR SERVICES**".

g. Export

The Export section of the agreement is deleted and replaced with the following:

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

h. Other

Subsection O.3 of the Other section of the agreement is deleted in its entirety and replaced with the following: "You may not assign this agreement or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services, you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms."

i. Force Majeure

In the last sentence of the Force Majeure section of the agreement, the phrase "your obligation to pay for programs delivered or services provided" is replaced by the phrase "your obligation to pay for programs delivered, services provided or hardware ordered".

S. General Terms

1. **Commencement Date**

   a. For the hardware, operating system and integrated software, the commencement date shall be the date the hardware is delivered. The period of performance for all related services is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

   b. For all program licenses, the commencement date is the date of shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required. The period of performance for all services for the programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

2. **Territory**

   a. The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

   b. The program licenses shall be for use as designated on each order.

3. **Pricing, Invoicing, and Payment Obligation**

   a. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

      You may change a hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at http://oracle.com/contracts.

   b. In entering into payment obligations under an order, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you under an order and the agreement.

   c. You understand that you may receive multiple invoices for the products and/or services you ordered.

   d. Hardware fees are invoiced as of the commencement date for hardware.

   e. Program fees are invoiced as of the commencement date for the programs.

   f. Service fees are invoiced in advance of the service performance; specifically, technical support fees are invoiced annually in advance.

   g. In addition to the prices listed on the order, Oracle will invoice you for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at http://oracle.com/contracts.

   h. Invoices will be submitted to you pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://oracle.com/contracts.

4. **Segmentation**

The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical

support, or (z) other services independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

T. License Definitions and Rules

To fully understand your license grant, you need to review the definition for the licensing metric and term designation as well as the licensing rules which are incorporated in and made a part of this agreement.

Definitions and License Metrics

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle programs.

SM Annual Transaction Volume: is defined as one million U.S. dollars 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.

Applications National Language Support (NLS) Supplement Media Packs: 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.

SM in Application Annual Revenue: is defined as one million U.S. dollars 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 user per billing period.

Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs 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 programs 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 and JD Edwards Supplier Self Service programs, 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 programs at any given time.

Brand: is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.

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.

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs 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.

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

Computer: is defined as the computer on which the programs 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).

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

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.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

$M Cost of Goods Sold: is defined as one million U.S. dollars 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.

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. For the purposes of the following program: Oracle Utilities Customer Care and Billing Application Workbench, you may copy, install and use such program running on a CPU solely for development purposes.

Custom Suite User: is defined as an individual authorized by you to use the application programs 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 programs at any given time.

Customer: is defined as the customer entity specified on your order. The programs 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 programs 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 Systems Support Policies) at www.oracle.com/contracts and which is incorporated by reference.

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.

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

Disk Drive: is defined as a spinning media device that stores data accessed by the Oracle Exadata Storage Server Software 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 programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs.

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 programs. 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 programs. Employees for HCM may only use the licensed programs with Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name.

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

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 programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if 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 programs. The value of these program licenses is determined by the number of Enterprise Employees. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of 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 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 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). 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 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 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.

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 programs for academic and non-commercial use.

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 programs.

$M Freight Under Management: is defined as one million U.S. dollars 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.

Guest Room: is defined as the number of guest rooms managed by the 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.

Installation Services, Start-Up Packs 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 and which is incorporated by reference.

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

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.

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 only use learning credits in the country 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.

$M in Managed Assets: is defined as one million U.S. dollars 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 terminated 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 Resource: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers, regardless of whether the individual is actively using the programs at any given time. In addition, your employees, contractors, partners and any other individual or entity managed by the programs shall be counted for the purposes of determining the number of Managed Resource licenses required.

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.

Module: is defined as each production database running the programs.

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 / programs) users (individuals) that the program monitors.

MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL 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 MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL 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 MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition are deployed. If you obtain Oracle Software Update License & Support services for any servers where MySQL 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 MySQL Community Edition subscription licenses at any level (e.g., at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL 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 MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL 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 User Plus / Named User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. 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 minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: 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, Management Pack for WebCenter Suite, Data Masking Pack for Non-Oracle Databases and Test Data Management Pack for Non-Oracle Databases, 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 programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database and Applications Load Testing Accelerators, 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 programs: 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, 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 programs: Oracle GoldenGate for Mainframe 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 programs: 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.

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.

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

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 sums 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.

Order Management User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

Orders: is defined as the total number of distinct orders for all programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including

purchase orders transmitted from Oracle Purchasing, during a 12 month period. You may not exceed the licensed number of orders during any 12 month period.

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.

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 programs are installed.

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.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs 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 programs with Standard Edition One or Standard Edition in the product name (with the exception of Java SE Support, 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 programs or Standard Edition programs) 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: Healthcare Transaction Base, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: 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 programs: 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, Management Pack for WebCenter Suite, Grid Engine, Data Masking Pack for Non-Oracle Databases and Test Data Management Pack for Non-Oracle Databases, 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 programs: 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 programs: 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 programs: 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 programs: 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: Audit Vault Collection Agent, only the processors of the database sources from which audit data is collected 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, 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 programs: Oracle GoldenGate for Mainframe 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 purposes of the following program: Database Firewall, only the processors of the database sources which are protected or monitored 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.

$M in Revenue: is defined as one million U.S. dollars 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 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 programs are used.

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 MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) 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 programs 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 Hyperion 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 programs, 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 programs.

For the purposes of the Life Sciences Customer Hub program, a record is defined as the number of unique customer database records stored in such program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer 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 programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. Registered Users shall be business partners and/or customers and shall not be your employees.

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

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.

Server: is defined as the computer on which the programs are installed. A Server license allows you to use the licensed program on a single specified computer.

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.

Socket: is defined as a slot that houses a chip (or a multi-chip module) that 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 program is installed and/or running must be licensed.

Oracle Solaris Premier Subscription for Non-Oracle Hardware per socket: is defined as the right to use the Oracle Solaris programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris programs), for the term specified in the ordering document. "Oracle Solaris programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris programs 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 programs 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 Binary Code License Agreement for the Java SE Platform Products, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products can be found at www.oracle.com/contracts.
This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at http://www.sun.com/bigadmin/hcl. 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.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

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

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

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.

Technical Reference Manuals
Technical Reference Manuals ("TRMs") are Oracle's confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware

systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs 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 TRMs 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 TRMs; (c) restrict disclosure of the TRMs to those of your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs 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 TRMs.

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 of your latest published or internally available "Total Asset Value" as disclosed in your annual report and/or regulatory filings.

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

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.

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 Oracle Contact Center Anywhere, a unique transaction is defined as one of the following: inbound phone call, outbound phone call (direct dialed, preview dialed, predictive dialed, web call back), workgroup fax, workgroup email/voice mail, and chat session (inbound sessions / web collaboration with agents). For JD Edwards World Purchase Card Management, a unique transaction is defined as a single charge processed by the program.

UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs 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

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.

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

Term Designation
If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

1 Year Hosting Term: A program license specifying a 1 Year Hosting 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 the program license shall terminate. A program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A program license specifying a 1 Year Oracle Hosted 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 the program license shall terminate. A program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

1 Year Subscription: A program license specifying a 1 Year Subscription 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 the program license shall terminate.

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, your license for the programs listed on the US Oracle Technology Price List, which may be accessed at http://www.oracle.com/corporate/pricing/pricelists.html, 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 days 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 days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days 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 minimums are 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 (Enterprise Edition, Standard Edition or Standard Edition One) 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 can only be licensed on servers that have a maximum capacity of 4 sockets. Oracle Database Standard Edition, when used with Oracle Real Application Clusters, may only be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- 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 programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications programs 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 programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application programs 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 and Java SE Suite programs, 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 programs 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 programs are set forth at http://oracle.com/contracts.
- Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera. For those prefixes designated above with a "*" not all programs with that prefix are eligible for use with the "for

Oracle Applications" limited use programs. For a list of excluded programs please review the Applications Licensing Table, which may be accessed at http://oracle.com/contracts. Notwithstanding anything above, Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics programs. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the following programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use programs 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 Foundation 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 Foundation Suite); 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 systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Foundation Suite); 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 composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite 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 programs 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.
- Hyperion Data Integration Management, Hyperion Data Integration Management Team Based Development, and the Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel are licensed by Computer. Each Computer license is limited to support the use of up to 8 CPUs and each Computer license must be licensed in increments of 8 CPUs. Each core is recognized as a CPU. For computers that have more than 8 CPUs, additional Computer licenses must be purchased based upon the amount of CPUs that you are using. For example, if you are using Hyperion Data Integration Management on 12 CPUs, you need to purchase 2 Computer licenses; if you are using Hyperion Data Integration Management on 17 CPUs, you need to purchase 3 Computer licenses. These programs may be used solely in connection with moving data into and out of a Hyperion Data Store(s) (data/metadata repository(ies) delivered with the Hyperion programs.) These programs may not be used to extract data from a non-Hyperion Data Store(s) to load a custom data warehouse (a data warehouse not built solely from data from a Hyperion Data Store(s). The Hyperion Data Integration Management Computer license allows for such program to 1) connect to the following relational databases only: Oracle, Sybase, IBM DB2, MS SQL Server and 2) source from and write to an unlimited number of flat file/XML files. Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel must be licensed separately to allow Hyperion Data Integration Management to connect to these additional sources.
- The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.
- The license for the Hyperion Planning Plus program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs may only be used to access data from the Hyperion Planning Plus program. The Oracle Data Integrator – Target Database program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus program. Specifically, the Hyperion 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 Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Profitability and Cost Management program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Profitability and Cost Management program. Specifically, the Hyperion 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 Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Data Relationship Management program includes a limited use license for both the WebLogic Server Standard Edition and BPEL Process Manager programs. Such limited use license means that the WebLogic Server Standard Edition and BPEL Process Manager programs may only be used to enable workflow functions in order to process requests within the Hyperion Data Relationship Management program.
- You may run only one data repository of the Oracle Real User Experience Insight per server regardless of the number of processors that are licensed for a server.

If you purchase Named User Plus licenses for the programs listed below, you must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Times Ten In-Memory Database	25 Named Users Plus per Processor
Cloud File System	25 Named Users Plus per Processor

Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	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 Veridata	25 Named Users Plus per Processor
GoldenGate for Teradata Replication Services	25 Named Users Plus per Processor
Java SE Advanced	10 Named Users Plus per Processor
Java SE Suite	10 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
Web Tier	10 Named Users Plus per Processor
Coherence Standard Edition	10 Named Users Plus per Processor
Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
GlassFish Server	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
Enterprise Gateway	10 Named Users Plus per Processor
BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Tuxedo	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
Event-Driven Architecture Suite	10 Named Users Plus per Processor
Business Intelligence Standard Edition	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 ebXML	10 Named Users Plus per Processor
WebCenter Suite	10 Named Users Plus per Processor
WebCenter Services	10 Named Users Plus per Processor
Universal Content Management Standard Edition	10 Named Users Plus per Processor
Universal Content Management	10 Named Users Plus per Processor
Imaging and Process Management	10 Named Users Plus per Processor
Content Conversion Server	10 Named Users Plus per Processor
Distributed Document Capture	10 Named Users Plus per Processor
Directory Services Plus	10 Named Users Plus per Processor
WebCenter Real-Time Collaboration	10 Named Users Plus per Processor
WebCenter Intelligent Collaboration	10 Named Users Plus per Processor
On Track Communication Standard Edition	10 Named Users Plus per Processor
On Track Communication Enterprise Edition	10 Named Users Plus per Processor
Enterprise Gateway for Access Management	10 Named Users Plus per Processor
Beehive Enterprise Messaging Server	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.

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

Column A	Column B
Database Enterprise Edition Options*- Real Application Clusters, Real Application Clusters One Node, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Database Vault, Active Data Guard, Real Application Testing, Advanced Compression, Total Recall, Retail Data Model, Communications Data Model **Database Enterprise Management*-** Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack, Cloud Management Pack for Oracle Database	Oracle Database Enterprise Edition, Audit Vault Server
RDB Server Options*- TRACE	Rdb Enterprise Edition, CODASYL DBMS
WebLogic Suite Options-** BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Business Process Management Suite	WebLogic Suite
Application Server Enterprise Management-** WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition, Cloud Management Pack for Oracle Fusion Middleware	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 Mainframe
Business Intelligence Server Enterprise Edition Options- Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing	Business Intelligence Server Enterprise Edition
Business Intelligence Suite Enterprise Edition Plus Option- Business Intelligence Management Pack	Business Intelligence Suite Enterprise Edition Plus
Beehive Platform Options- Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail	Beehive Platform

Hyperion Financial Data Quality Management Options- 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
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management Adapter Suite	Hyperion Financial Data Quality Management for Hyperion Enterprise
Hyperion Data Integration Management Options- Hyperion Data Integration Management Source Adapter, Hyperion Data Integration Management Team Based Development	Hyperion Data Integration Management

*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 ATG 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.
- 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 is 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 JD Edwards 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.
- The JD Edwards EnterpriseOne programs include Adobe PDF Library. The programs also include GNU libgmp library; copyright 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained in the programs. The programs may also contain other third party products.
- Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at http://oracle.com/contracts for additional information.
- 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 claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE

- The Oracle Technology Foundation for JD Edwards EnterpriseOne and the Oracle Technology Foundation for JD Edwards EnterpriseOne Upgrade programs each include a limited use license for Oracle Database Standard Edition. The database may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. The database may be installed on an unlimited number of processors. If you require features and functions beyond those included with the Oracle Database Standard Edition, or if you require use of Oracle Database beyond your JD Edwards EnterpriseOne implementation, you may purchase a non-limited use license by contracting directly with Oracle or one of its authorized distributors.

  The license for each of these programs also includes a limited use license for the following components of Oracle Fusion Middleware: Oracle Application Server Standard Edition or Oracle WebLogic Server Standard Edition (either of these products may be used, but both products cannot be used for the same function); Oracle JRockit JVM; Oracle Application Server Portal; Oracle WebCenter Services; Oracle BPEL Process Manager; Oracle Business Activity Monitoring; Oracle Application Server Single Sign-On; Oracle Access Manager Basic; Oracle Application Server Web Cache; and Oracle Business Intelligence Publisher. These components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. These components may be installed on an unlimited number of processors. If you require use of these components beyond your JD Edwards EnterpriseOne implementation you may purchase a non-limited use license for any of the Oracle components by contracting directly with Oracle or one of its authorized distributors.

  For the purpose of using Oracle Business Intelligence Publisher, Oracle will include a limited use license of Business Intelligence Publisher for use with JD Edwards EnterpriseOne programs. Any use of Business Intelligence Publisher outside of a JD Edwards EnterpriseOne program, such as with a your own "custom" applications as well as with other Oracle applications (including but not limited to Siebel Applications, PeopleSoft Applications, and/or Oracle Applications) will require a full use license of Business Intelligence Publisher. Business Intelligence Publisher may be installed on an unlimited number of processors.

  The development tools included with these programs may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE JD EDWARDS ENTERPRISE ONE PROGRAM WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.
- The Technology Foundation and Technology Foundation Upgrade programs each include the following "IBM Components": IBM DB2 Universal Database, IBM WebSphere Application Server and IBM WebSphere Portal (as contained in Collaborative Portal). IBM Components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. You may obtain a general license for any of the IBM Components by contracting directly with IBM or one of its authorized distributors. The development tools included in this program may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

Licensing Rules for Oracle E-Business Suite 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.
- 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 Customer Universal Master component of the Customer Hub B2B program
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

Licensing Rules for PeopleSoft 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.
- Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at http://oracle.com/contracts for additional information.
- The programs listed below include a license to use Business Analysis Modeler – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order.

  Integrated FieldService, Marketing, Mobile Sales, Online Marketing, Order Capture, Order Capture Self Service, Sales, Support for Customer Self Service
- Your use of the Campus Self Service program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at http://oracle.com/contracts.
- PeopleTools - Enterprise Development shall be used solely to develop applications for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this program for the purpose of developing applications.
- Each PeopleTools - Enterprise Development Starter Kit program shall be used solely by 5 application users to develop applications containing no more than a total of 20 components (as defined in the program documentation) for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this program for the purpose of developing applications.
- You may use PeopleTools – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order
- The Process Modeler Client program may only be used with PeopleSoft Enterprise or JD Edwards EnterpriseOne programs you have licensed from Oracle. You shall not use this program with any other software.
- The license for the Student Administration program includes a limited use license for the Human Resources, Benefits Administration and the Payroll for North America programs. Such limited use license means that the Human Resources, Benefits Administration and the Payroll for North America Software modules shall only be used in order to access the features and functions of the Student Administration program. Your use of the Student Administration program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at http://oracle.com/contracts.

Licensing Rules for Primavera 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.
- For the purposes of the following Primavera programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, you acknowledge that you have both read and understand the limited Software Update License & Support services that are available for these programs, as described in Oracle's Technical Support Policies.

- For purposes of the Primavera SureTrak and Primavera P3 Project Planner programs, you acknowledge that the agreement delivered to you with these programs (i.e., the Oracle License and Services Agreement), and not the end user license agreement contained in the product installation, governs the end user's use of these programs
- For the purposes of the Primavera Web Services program, developers and end users who are not already licensed for Primavera P6 Enterprise Project Portfolio Management and who need access to applications created using P6 Web Services and/or P6 Java APIs, must be licensed for the Primavera Web Services program.

Licensing Rules for Siebel 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.
- 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 programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the programs, ancillary programs, 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.
- 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.
- The Siebel Pharma 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.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users.
- 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 programs 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 Programs 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") programs 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 programs 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 programs 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 programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Licensing Rules for MySQL Programs

- The MySQL programs 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 effective date of this agreement shall be , 20 . (DATE TO BE COMPLETED BY ORACLE)

Company Name:	**Oracle America, Inc.**
Authorized Signature:	Authorized Signature:
Name:	Name:
Title:	Title:
Signature Date:	Signature Date:

ENSTOA

APPENDIX E: Enstoa Certificate of Liability Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Lockton Affinity, LLC P.O. Box 410679 Kansas City, MO 64141-0679	PHONE (A/C, No, Ext): 800-301-8814	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
Enstoa, Inc. 655 Third Avenue FL 7 New York City, NY 10017	INSURER A: Federal Insurance Co	20281
	INSURER B: National Union Fire Ins Co of Pittsburgh	19445
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		35964062	12/19/2012	12/19/2013	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY	X		35964062	12/19/2012	12/19/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			EBU014722770	12/19/2012	12/19/2013	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required).
Certificate Holder is Additional Insured when required by written contract.

CERTIFICATE HOLDER

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619

Fort Lauderdale, FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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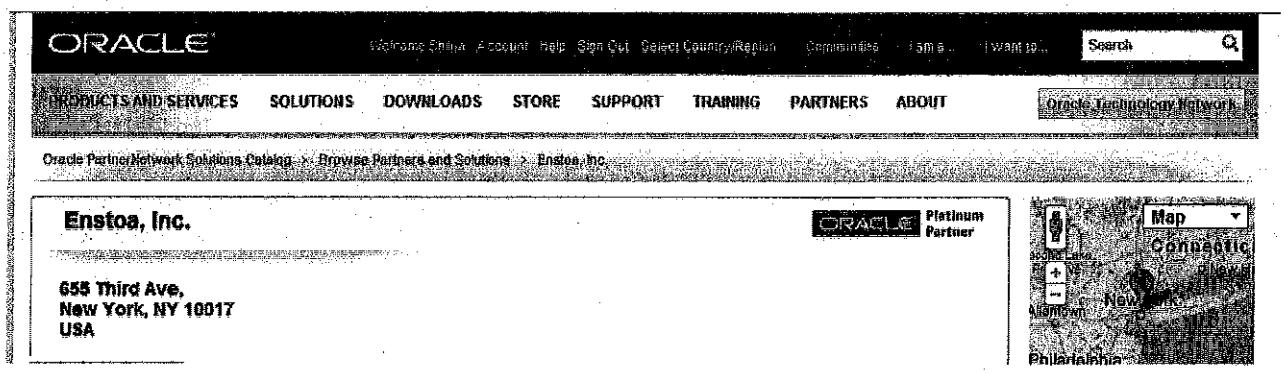
ENSTOA

APPENDIX F: Enstoa and Oracle's Partner Network

Enstoa is Platinum Partner with Oracle and is fully certified and licensed to implement Unifier.
Please see the below screenshot taken from Oracle's website.



ORACLE PARTNERNETWORK

Specialized. Recognized by Oracle. Preferred by Customers.

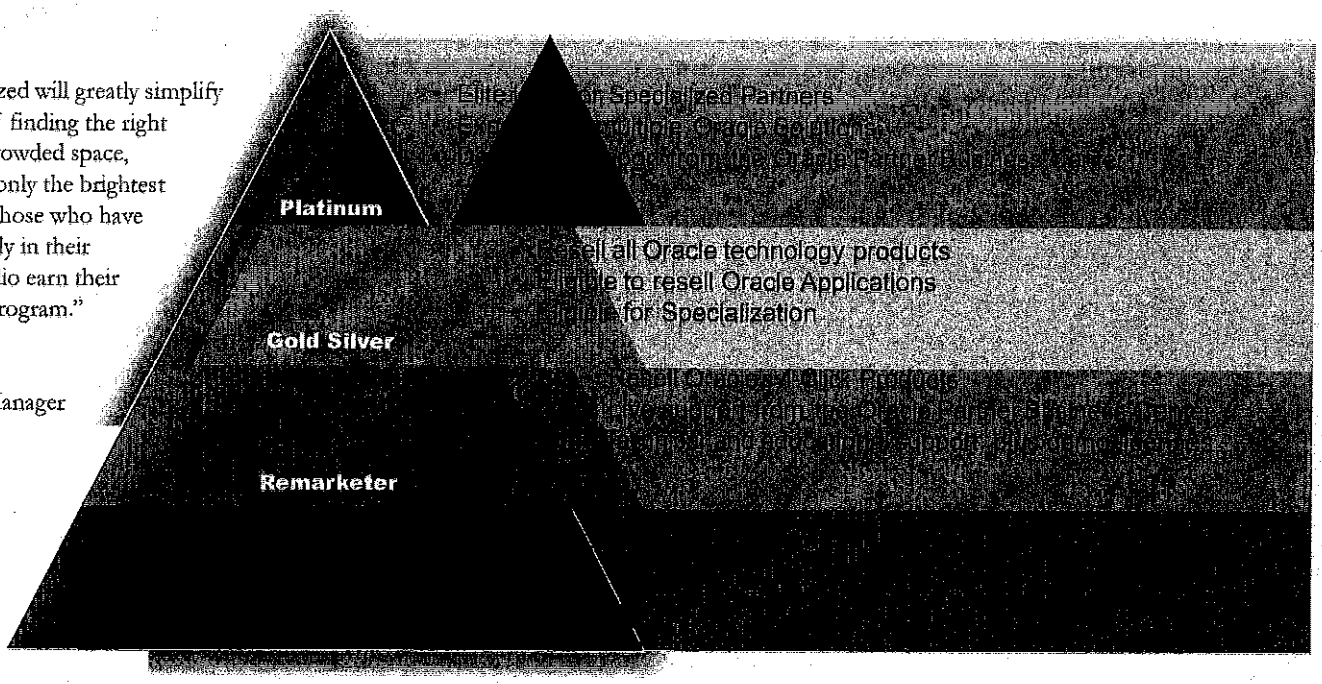
Oracle PartnerNetwork Specialized offers the ability to differentiate yourself across the Oracle product portfolio. It allows Oracle to recognize partners who have made the right investment across that portfolio and to provide better solutions to our joint customers. In addition, it provides a system of preference for our customers to find partners who can provide solutions to their critical business problems.

Enablement 2.0
DEVELOP · SELL · IMPLEMENT

The new program levels – Remarketer, Silver, Gold, and Platinum – are designed to provide the right level of support at every stage of your lifecycle. Whether you consider your primary business activity to be develop, sell, or implement, OPN Specialized has the tools, information, and resources to help you achieve your business goals.

"OPN Specialized will greatly simplify the process of finding the right partner in a crowded space, ensuring that only the brightest and best and those who have invested heavily in their Oracle portfolio earn their status in the program."

Jim Collison
Technology Manager
Gallup



What's Next?

- Learn about OPN Specialized at partner.oracle.com
- Choose the right level and specialization(s) for your business
- Enroll online or contact the Oracle Partner Business Center for support through a seamless transition
- Specialize!

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linkedin.com
search groups: OPN

youtube.com/OraclePartnerNetwork

mix.oracle.com/groups/10804

blogs.oracle.com/JudsonAlthoff

feeds2.feedburner.com/OPNpartnercast

partner.oracle.com

ORACLE

CITY OF FORT LAUDERDALE SPECIFICATIONS PACKAGE

432-11230

Project & Asset Management Software

CITY OF FORT LAUDERDALE

Bob McKenney

954-828-5139

ITB # 432-11230
TITLE: Project Management Software

TECHNICAL & FUNCTIONAL SPECIFICATIONS

The City of Fort Lauderdale (City) seeks to purchase Oracle Primavera Unifier Modules with SAAS model, project management software, or approved equal for its capital planning and project lifecycle management.

Contractor must indicate if the product being offered complies with the specifications. If the item/statement does not comply, state why in the comment section.

2.01 *Software Requirements*

1. Primavera Capital Planning Cloud Service (Metric - Hosted Named User)
   Comply: ☑ YES, ☐ NO. Comment:

2. Primavera Project Delivery Management Cloud Service (Metric – Hosted Named User)
   Comply: ☑ YES, ☐ NO. Comment:

3. Primavera Cost Controls Cloud Service (Metric – Hosted Named User)
   Comply: ☑ YES, ☐ NO. Comment:

2.02 Primavera Unifier platform with the 3 modules are to include:

1. User/Shell Administration – users, groups, projects
   Comply: ☑ YES, ☐ NO. Comment:

2. Templates – permissions, user preferences
   Comply: ☑ YES, ☐ NO. Comment:

3. System Reports – administrative; usage reports
   Comply: ☑ YES, ☐ NO. Comment: **Yes, please see example list of reports in Enstoa's bid document**

4. Alerts – set up trigger and notification thresholds
   Comply: ☑ YES, ☐ NO. Comment:

5. Unifier Mail – light collaboration within system
   Comply: ☑ YES, ☐ NO. Comment:

6. Mailbox – inbound destination for emails from outside the system
   Comply: ☑ YES, ☐ NO. Comment:

7. Collaboration – personal tasks, messages, drafts
   Comply: ☑ YES, ☐ NO. Comment:

8. Information – project attributes and user directory
   Comply: ☑ YES, ☐ NO. Comment:

9. Gates – enforce project phases, deliverables
   Comply: ☑ YES, ☐ NO. Comment: **Yes, Enstoa assumes the City has a defined methodology for gates and no re-engineering is necessary**

10. Document Manager – folders, rev ctrl, commenting, view/markup
    Comply: ☑ YES, ☐ NO. Comment:

11. Reports – User-Defined Reports module
    Comply: ☑ YES, ☐ NO. Comment: **Yes, please see Enstoa's full bid document for example UDRs**

2.03 ***Technical/Other Requirements***

1. The System shall be capable of being operated under a cloud solution.
   Comply: ☑ YES, ☐ NO. Comment:

2. The System must be a turn-key solution.
   Comply: ☑ YES, ☐ NO. Comment:

3. No or minimal application software, other than an Internet browser, should be required on computers. If any plug-ins or extensions are required to operate the software in the browser please list all details.
   Comply: ☑ YES, ☐ NO. Comment:

4. Users should be able to use the latest versions of Microsoft Internet Explorer, Firefox. Cross browser compatibility is desirable.
   Comply: ☐ YES, ☑ NO. Comment: **The system currently is only supported by IE. Oracle is currently working on having Unifier supported by all major available browsers.**

5. The System description shall include information regarding the minimum version required for these browsers.
   Comply: ☑ YES, ☐ NO. Comment: **IE v7, 8 or 9**

6. The System shall provide prompt response time (not to exceed 5 seconds) when accessed by City staff. Indicate estimated bandwidth requirements per user.
   Comply: ☑ YES, ☐ NO. Comment: **Please see Enstoa's full bid docuement, page 18 for bandwidth requirements.**

7. The System shall provide all required interfaces with City's resources without compromising the integrity of the City's firewall and network security systems. Provide details of all API connectivity options that exist.
   Comply: ☑ YES, ☐ NO. Comment: **Yes, please see Enstoa's full response, page 18 for API connectivity options.**

8. The System shall provide access to the raw data on an ad hoc basis in a standard format such as Access or Excel.

Comply: ☑ YES, ☐ NO. Comment:

9. The data shall be owned by the City along with the ability to access the data by third party tools via ODBC connections.
   Comply: ☑ YES, ☐ NO. Comment: **ODBC not supported - data can only be accessed via secure web services**

10. All data must be able to be extracted if needed in a readable and useful format.
    Comply: ☑ YES, ☐ NO. Comment:

2.04 ***Users and Access Rights***

1. At the minimum the City requires access for 60 users. The solution shall provide different level of access for different types of identified users.
   Comply: ☑ YES, ☐ NO. Comment:

2. The system must provide the ability for access control to provide documents/modules to authorized people. It must allow for security level assignments via user classes/group and passwords. Access must be restricted as determined by the City. Password access control to include expiration and complexity options that can be set by the City and/or have the ability to interface with Active Directory for single sign on.
   Comply: ☑ YES, ☐ NO. Comment:

2.05 ***Function Rights***

1. The system shall allow for the control of the actions users can perform to a document, such as, editing, adding, deleting and or copying and moving.
   Comply: ☑ YES, ☐ NO. Comment:

2. The system shall provide the ability to customize data entry screens. At a minimum, these screens should consist of user-defined tables.
   Comply: ☑ YES, ☐ NO. Comment:

3. The system shall include a full feature reporting tool and/or have the capability with a SQL type query tool so that data and statistics can be easily retrieved.
   Comply: ☑ YES, ☐ NO. Comment:

Project Implementation/Deployment

2.06 Contractors Responsibilities

The Contractor shall provide project management for general software deployment and implementation. All activities of the project manager shall be performed in a legal and ethical manner. The project manager is responsible for the implementation, specific time frames, testing and training plans as mutually agreed to in conjunction with the City's project manager. The Project Manager must be dedicated to servicing the City during the project. The contractor shall replace the Project Manager upon the request of the City if the city determines that the contractor is not satisfying its responsibilities.

1. Review of Contractors Roles and Responsibilities
2. Provide qualified consultants to deliver project
3. Conduct work in an efficient and expedient fashion

4. Assess, plan, test and implement in conjunction with the City
5. Review of tasks, responsibilities and expected deliverables
6. Identification of primary/lead project manager for the duration of this project if more than one vendor is involved, also identify whom this person interfaces with at his/her company.
7. Identification of key and supporting personnel, i.e., Technical Lead, Project Lead, etc.

Comply: ☑ YES, ☐ NO. Comment: **Yes, please see Enstoa's full bid proposal for our suggested implementation methodology based on many years of system implementation experience**

2.07 City Responsibilities

The City has designated a project manager from among its personnel who will be dedicated to this project.

1. Provide process mapping for software implementation
2. Schedule meeting rooms or conference calls as necessary
3. Provide suitable workspace and/or training room for contractor personnel to accomplish their tasks
4. Provide cooperative access to knowledgeable staff that may be required during the examination phase of the project
5. Obtain and provide information, data, decisions and approvals

2.08 User Configuration, Training and Support

Training shall be provided to the City users on the operation of the system as applicable. The City will consider the "train the trainer" approach for basic use of the system. Training may be on-site or via web session, based on agreement.

Comply: ☑ YES, ☐ NO. Comment: **Yes, please see Enstoa's full bid document for more details on our suggested training approach**

Operator and administrator training shall be provided for the appropriate designated users in a hands-on environment at the City's site. Such training shall be sufficient to completely familiarize users with the system to the City's satisfaction. The actual training days and number of designated users may be adjusted by mutual agreement between the City and the successful vendor.

Comply: ☑ YES, ☐ NO. Comment: **Yes, Enstoa's goal is to provide complete hand-over of knowledge for system use to the designated administrator / super user. Please see our full bid document for more details.**

Contractor shall include a period of on-site or remote go-live support so that minor adjustments to screens and user features may be made within an agreed-upon time frame during the evaluation period.

Comply: ☑ YES, ☐ NO. Comment: **Enstoa suggests 20 hours of go-live support. Please see our full bid document for support details.**

Contractor shall provide technical support during normal business hours (Monday through Friday, 8:00 a.m. through 5:00 p.m., EST) both by telephone and on-line.

Comply: ☑ YES, ☐ NO. Comment:

2.09 Acceptance

The contractor shall certify in writing to the City that the equipment and/or software as installed and configured has been thoroughly tested and ready for use not less than five (5) business days before the established go-live date.
Comply: ☑ YES, ☐ NO. Comment:

Upon certification by the contractor and the City that the system is ready for implementation the contractor shall perform the required implementation on a date and at a time mutually agreed upon by the contractor and the City.
Comply: ☑ YES, ☐ NO. Comment:

System implementation does not constitute acceptance. The City will accept the system as soon after implementation to determine if the system conforms to all specifications. If, within 30 days following the implementation, the City discovers nonconformities, the City shall promptly notify the contractor in writing, setting forth the details, and the contractor shall correct such nonconformities at no additional cost to the City. The system shall also be deemed accepted if the City does not notify the contractor in writing of any nonconformity within 30 days following implementation.
Comply: ☑ YES, ☐ NO. Comment:

The acceptance period shall start when the contractor and the City agree that the system is operational in accordance with the specifications. Further, this acceptance period shall not start until all 'punch list' items have been resolved.

Comply: ☑ YES, ☐ NO. Comment:

2.10 Software Updates/Scheduled Maintenance

Contractor shall furnish, at no charge, to the City, on-going product enhancements, updates, bug fixes, and service packs to the software version installed.
Comply: ☑ YES, ☐ NO. Comment: **Yes, this is included as part of system maintenance. Please see our full bid document, page 18 for more details.**
Contractor shall describe its policy and procedure regarding how it handles application software version upgrades (schedule for releasing upgrades, procedures for cutover involvement in upgrades, etc.) and patches.
Comply: ☑ YES, ☐ NO. Comment: **Yes, please refer to our full bid document, page 18 for the full description.**

The City requires that all application software upgrades released by manufacturer during the term of maintenance shall be installed by the contractor as part of the annual maintenance requirement of the City.
Comply: ☑ YES, ☐ NO. Comment:

Warranty services are not assignable without prior approval of the City.
Comply: ☑ YES, ☐ NO. Comment: **For the full warranty information, please refer to the sampel Oracel License and Service Agreement (OLSA) in Appendix D of our full document.**

CITY NETWORK / OPERATING ENVIRONMENT OVERVIEW

The City of Fort Lauderdale's network environment consists of three core sites/data centers interconnected by redundant one gigabit fiber optics voice/data communications

links. The switching platform at all three core sites consists of Cisco 6500 series switches. There are several high-speed and low-speed remote wide area network (WAN) locations connected to each core site in a star topology. Each WAN location is connected via a one gigabit fiber optics link or a low-speed ISDN link. Internet communications is provisioned via geographically redundant ten gigabit links.

The City utilizes Microsoft Windows Server 2003/2008 as the standard network operating system. The City prefers its database to be SQL Server or Oracle. The City prefers Windows 2008 Operating System, for all new implementations.

Workstation Operating Systems - Microsoft Windows XP and Windows 7 is the standard operating system and is a fully supported environment.

Workstation Software Standards – The software that is made available to the user is based on the needs of the individual. The standard software is detailed below.

- Groupware – Microsoft Outlook/Exchange Server 2010: Includes e-mail, calendaring, scheduling, etc. Outlook 2010 is not supported yet but software should have Outlook 2003/2010 compatibility
- Application Suite – Microsoft Office: Windows based Word, Excel, and PowerPoint, etc.
- Internet Access: Microsoft Internet Explorer
- Utilities: Sophos Endpoint antivirus software and Microsoft SMS Server and Client.

The City uses the Oracle Database Management System (DBMS) for many computer applications including the Utility Billing (Cayenta), Financial Reporting (FAMIS/BPREP Datamart), and Parking Citation Management.

The City utilizes a variety of Hewlett-Packard equipment and operating system software. There are three high-end servers that support many of our critical software applications (Community Plus, Accero Inc., Sum Total Payroll System, and Cayenta Utility Billing). The City uses a variety of Dell Server equipment for server and data storage applications.

The City also has Hewlett Packard "blade server" hardware and software system (for virtual server capabilities), disk storage, and an uninterruptible power supply (UPS).

Financial Management and Budget Preparation Software, Cogsdale Holdings, LTD. (FAMIS/BPREP) - This software is used for financial accounting and budget preparation and is the only software used for those purposes. There are over 500 users throughout the City who access this system and numerous interfaces into the system from other computer systems.

The City's FAMIS/BPREP system utilizes a query software (reporting tool) called Cognos to perform financial data analysis and reporting via the data mart. The City also utilizes Microsoft SQL Server for many other city-wide or departmental specific applications. (e.g., GIS, EDMS, Purchasing, etc.).

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III BIDDING AND AWARD PROCEDURES:

3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and

organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized

standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the

Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 LOCATION OF UNDERGROUND FACILITIES: If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: **Arnaud Giret** **5/15/2013**
(Authorized signature) (date)

Name (printed) **Arnaud Giret**Title:**Chief Financial Officer**

Company: (Legal Registration) **Enstoa, Inc**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: **655 3rd Ave, 7th Floor**

City: **New York**State:**NY** Zip: **10017**

Telephone No. **2129130870 EXT104**FAX No. **6466073849**Email: **agiret@enstoa.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **Best efforts will be made to keep to the 20 days delivery timeframe**

Payment Terms (section 1.04): **30**Total Bid Discount (section 1.05): **$516,600**

Does your firm qualify for MBE or WBE status (section 1.09): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued
N.A.	

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES ☐ NO ☑

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances: **Enstoa requests Payment Terms to be changed to 30 days instead of 45 as indicated in section 1.04. Oracle is to make its best effort to deliver the environment within 20 days of PO receival as stated in section 1.02 of the General Conditions. This time frame cannot be guaranteed.**

revised 11-29-11