AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Public Sector Technical Support Services Agreement; Oracle America, Inc.; $1,232.22

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Oracle America Inc. and Board of County Commisioners

Term Begins: 9-1-2014 **Term Ends:** 8/31/2015 **Grant Contract #:**

Summary:
Annual renewal and support services agreement.

Fiscal Impact: 1,232.22

Submitted by: Mike Lee **Submitter's Email Address:** mlee@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Included in the annual software subscriptions budget for I.T. infrastructure. Please leave the "The effective date of this agreement shall be _____" field blank. Oracle Legal will fill that out the date they process the agreement.

Reviewed by: GUNCOUNTY1\bcowan Discharge Date: 7/8/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 7/8/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 7/9/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 7/15/2014 Follow Up Agenda Date:

Revised April 2013

Gunnison County

Purchase Order

IT Department

Billing and Shipping address:
221 N Wisconsin Ave
Ste B - IT Department
Gunnison, CO 81230
970-641-1410

P. O. Number:
20140707
Date:
7/7/2014

Issued To:
Oracle

Fax (719) 757-4256

Description	Price
Service Contract #: 3646945 Term of Service: 1-Sep-14 - 31-Aug-15	$ 1,232.22
Total	$ 1,232.22

Paula Swenson **Date**

7-Jul-14

Mike Lee
BOCC Of Gunnison County Colorado For Use And Benefit Of Gunnison County IT
200 East Virginia Ave
Gunnison
CO 81230
United States

Dear Mike Lee

The technical support services provided under support service number 3646945 will expire, or have expired, on 31-Aug-14. Please find attached an ordering document for the renewal of these technical support services. If applicable, the attached ordering document may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

To prevent interruption to and/ or termination of technical support services, please complete your order for the renewal of technical support services, identified in the ordering document, by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the ordering document on or before 2-Aug-14.

If you have questions regarding your order or require further information, please contact me at the e-mail address or telephone number provided below.

Regards,

Amanda Leon
Oracle Support Services
E-mail: amanda.leon@oracle.com
Tel.: 3032722632
Fax:

ORACLE®

GENERAL INFORMATION

OFFER EXPIRATION		ORACLE: Oracle America, Inc.	
Support Service Number:	3646945	**Oracle Support Sales Representative:**	Amanda Leon
Offer Expires:	31-Aug-14	**Telephone:**	3032722632
		Fax:	
		E-mail:	amanda.leon@oracle.com
CUSTOMER: BOCC Of Gunnison County Colorado For Use And Benefit Of Gunnison County IT			
CUSTOMER QUOTE TO		**CUSTOMER BILL TO**	
Account Contact:	Mike Lee	**Account Contact:**	Accounts Payable IT Department
Account Name:	BOCC Of Gunnison County Colorado For Use And Benefit Of Gunnison County IT	**Account Name:**	GUNNISON COUNTY
Address:	200 East Virginia Ave Gunnison CO 81230 United States	**Address:**	221 N Wisconsin Ave Ste B - IT Department Gunnison CO 81230 United States
Telephone:	970 641-1410	**Telephone:**	-970-641-1410
Fax:		**Fax:**	
E-mail:	mlee@gunnisoncounty.org	**E-mail:**	@

"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 3646945, to Your Oracle Support Sales Representative identified in the table above.

SERVICE DETAILS

Program Technical Support Services							
Service Level: Software Update License & Support							
Product Description	**CSI #**	**Qty**	**License Metric**	**License Level / Type**	**Start Date**	**End Date**	**Price**
Oracle Standard Edition One - Processor Perpetual	16400615	2		FULL USE	1-Sep-14	31-Aug-15	1,232.22

Program Technical Support Fees: USD 1,232.22

Total Price: USD 1,232.22

Plus applicable tax

Please note the following:

- If You have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for an Oracle product, if applicable, may change during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- If Oracle accepts Your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware.
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.

TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, BOCC Of Gunnison County Colorado For Use And Benefit Of Gunnison County IT represents that Customer has authorized BOCC Of Gunnison County Colorado For Use And Benefit Of Gunnison County IT to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. BOCC Of Gunnison County Colorado For Use And Benefit Of Gunnison County IT agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. BOCC Of Gunnison County Colorado For Use And Benefit Of Gunnison County IT agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of GUNNISON COUNTY to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which technical support has been ordered. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at http://www.oracle.com/us/support/policies/index.html.

Please execute and return to Your Oracle Support Sales Representative a copy of the attached Oracle Public Sector Technical Support Services Agreement (the "agreement"). You agree that the technical support services acquired under this ordering document will be governed by the terms and conditions of the agreement. Oracle acknowledges that You may have acquired such programs and/or hardware under a separate agreement with another company ("separate agreement"). Oracle's requirement that You sign the attached agreement is for purposes of governing the technical support services only and is not in any way superseding the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

ORDER PROCESSING DETAILS

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order or a credit card confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, Your order shall be nonrefundable, except as provided in the agreement.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within NET 30 DAYS from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. Regardless of the form of payment:

- Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If BOCC Of Gunnison County Colorado For Use And Benefit Of Gunnison County IT is a tax exempt organization and is not an U.S. federal government entity, a copy of BOCC Of Gunnison County Colorado For Use And Benefit Of Gunnison County IT's tax exemption certificate must be submitted with BOCC Of Gunnison County Colorado For Use And Benefit Of Gunnison County IT's purchase order or credit card.

Purchase Order
If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Support Service Number: 3646945
- Total Price: USD 1,232.22 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, BOCC Of Gunnison County Colorado For Use And Benefit Of Gunnison County IT agrees that the terms of this ordering document and the attached Oracle Public Sector Technical Support Services Agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this ordering document.

Please e-mail or fax the purchase order to Oracle in accordance with the Remittance Details section below.

Credit Card Confirmation
If the technical support services on this ordering document will be ordered and paid by credit card, please complete the information in this section and return it to Oracle in accordance with the Remittance Details section below. The credit card used to make payment must be valid for the entire support services term. Please note that Oracle is unable to process credit card transactions of USD $100,000 or greater or transactions that are not in USD.

_____
Credit Card Number

_____

Credit Card Type (Visa, MasterCard, AMEX, JCB (for Japan only))

_____
Expiration Date

_____
Billing Address (associated with Credit Card)

_____
City, State, and Zip (associated with Credit Card)

_____
Authorized Signature

_____
Name (as it appears on the credit card)

In issuing this credit card confirmation, BOCC Of Gunnison County Colorado For Use And Benefit Of Gunnison County IT agrees that only the terms of this ordering document and the attached Oracle Public Sector Technical Support Services Agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the credit card confirmation shall apply.

Remittance Details
Purchase orders or credit card details for the technical support services ordered under this ordering document should be sent to:

Attn: Amanda Leon
Oracle Support Services
Fax:
E-mail: amanda.leon@oracle.com

This ordering document shall become binding upon execution by You and acceptance by Oracle.

BOCC Of Gunnison County Colorado For Use And Benefit Of Gunnison County IT

_____
Authorized Signature

_____
Name

_____
Title

_____
Signature Date

ORACLE

ORACLE PUBLIC SECTOR TECHNICAL SUPPORT SERVICES AGREEMENT

A. Agreement Definitions

"You" and "your" refers to the individual or entity that has executed this agreement ("agreement") and ordered services from Oracle America, Inc. ("Oracle"). The term "programs" refers to the software products owned or distributed by Oracle for which you have a license, program documentation, and any program updates acquired through technical support. The term "hardware" refers to the hardware equipment (including components, options and spare parts), operating system (as defined in your configuration) and integrated software. Hardware includes hardware documentation. Operating system and integrated software include any software updates acquired through technical support. The hardware equipment or parts of it may be new or like new. The term "services" refers to technical support services which you have ordered in accordance with this agreement.

B. Applicability of Agreement

This agreement is valid for the technical support renewal order(s) which this agreement accompanies. You may place orders for services on an annual basis under this agreement for 3 years from the effective date of this agreement.

C. Rights Granted

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. You may allow your agents and contractors to use the deliverables for such purpose and you are responsible for their compliance with this agreement. The services provided under this agreement are related to your license to use programs and/or your use of hardware, which you acquired under a separate order. The agreement referenced in that order ("order agreement") shall govern your rights and/or use of such programs and/or hardware.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system and integrated software. Oracle or its licensors retain all ownership in the intellectual property rights to the hardware. Title to hardware, excluding the operating and integrated software, will transfer upon delivery. Oracle retains all ownership and intellectual property rights to anything developed and delivered under this agreement resulting from services. All restrictions on your use of the programs and/or hardware as set forth in the agreement under which you initially acquired the programs and/or hardware, as applicable, shall apply to updates to the program(s), operating system and integrated software as part of the services acquired under this agreement.

E. Warranties, Disclaimers and Exclusive Remedies

Oracle 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.

FOR ANY BREACH OF THE ABOVE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE 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, THIS WARRANTY IS 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. 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, operating system, integrated software, hardware 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 and to the extent not prohibited by law, 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. 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. 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, operating system, integrated software, hardware 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) or the operating system or integrated software (as applicable) 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.

G. Technical Support

For the programs for which you order annual technical support, such technical support (including first year and all subsequent renewal 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 has been ordered. You should review the policies prior to executing an order for the applicable services. You may access the current version of the technical support policies at http://oracle.com/contracts. 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.

Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and System 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 System 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 ordered. You should review the policies prior to executing an order for the applicable services. You may access the current version of the Oracle Hardware and System Support Policies at http://oracle.com/contracts.

Technical support is effective upon the effective date of the order unless otherwise stated in your order.

H. End of Agreement

1. Termination for Cause. 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 or under Section F (Indemnification), you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for services received under this agreement plus related taxes. If you are exempt from sales tax, Oracle will not invoice you for applicable sales tax provided a copy of a valid sales tax certificate of exemption is provided to Oracle simultaneously with the execution and return of your order. 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 services ordered. 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.

2. Termination for Convenience. You may terminate performance of services under this agreement for your sole convenience. In the event you elect to terminate this agreement pursuant to this provision, you shall provide Oracle written notice at least ten (10) days prior to the termination date. The termination shall be effective as of the date specified in the notice. If you end this agreement as specified in this paragraph, you agree that (i) you must pay within 30 days all amounts which have accrued prior to the end of this agreement, as well as all sums remaining unpaid for services received under this agreement; and (ii) you may not use any services ordered as of the effective date of such termination.

I. 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 services you ordered, except for taxes based on Oracle's income. Fees for services listed in an ordering document are exclusive of taxes. You agree that you have not relied on the future availability of any hardware, programs or updates in entering into the payment obligations in your ordering document; however, 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.

J. 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 as required by law; provided the receiving party gives the disclosing party reasonable notice prior to disclosing any confidential information of the disclosing party to allow the disclosing party an opportunity to seek objective relief or other such relief as may be appropriate.

K. 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 order, are the complete agreement for the services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such 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 order 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 services ordered. This agreement and applicable order(s) may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Oracle. Any notice required under this agreement shall be provided to the other party in writing.

L. 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 DEFICIENT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT SERVICES GIVING RISE TO THE LIABILITY.

M. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to 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.

N. Other

1. 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 City, California, United States, 94065, Attention: General Counsel, Legal Department.

2. You may not assign this agreement or give or transfer any services or an interest in them to another individual or entity. If you grant a security interest in any services deliverables, the secured party has no right to use or transfer any services deliverables.

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.

4. 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.

O. 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 services provided.

The effective date of this agreement shall be _____, 20___.

Customer Name: _____	**Oracle America, Inc.**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____