

APPENDIX E-8 TO DIR CONTRACT No. DIR-TSO-2539
SAMPLE ORDERING DOCUMENT
CLOUD SERVICES
AND TECHNICAL CLOUD SERVICES



ORDERING DOCUMENT

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065
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Your Name		Your Contact	
Your Location		Phone Number	
		Email Address	

Cloud Services		Services Period:					
Data Center Region: North America	Quantity	Term	List Fee	Discount %	Unit Net Price	Net Fee	

Technical Cloud Services Ordered	Quantity	List Fee	Discount %	Net Fee
Other Fees				

Fee Description	Net Fee
Cloud Services Fees	
Technical Cloud Services Fees	
Total Fees	

A. AGREEMENT

1. Agreement:

This order incorporates by reference the terms of the Contract for Products and Related Services between the State of Texas acting through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle"), effective April 25, 2014 (DIR Contract No. DIR-TSO-2539; Oracle Contract No. US-GMA-225288) and all amendments and addenda thereto (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

B. DESCRIPTION AND FEES FOR ORDERED SERVICES

All fees on this ordering document are in US Dollars.

1. Terms of Use:

All products and services listed on this Ordering Document are provided by Oracle under, and subject to, the terms of this Ordering Document, including the Agreement and all Oracle documents referenced in this Ordering Document. You indicate Your agreement to the terms of this Ordering Document, including the Agreement, by signing this Ordering Document, and You represent that You have the authority to bind the Customer to whom this Ordering Document is addressed above to the terms of this Ordering Document and the Agreement. As applicable, Oracle processes a customer's order after receipt of a purchase order. Any terms and conditions on Your purchase order are void and have no legal effect. For Cloud Services, You may not reduce the quantity of services

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purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. The Services Period for the Cloud Services commences on the date stated in the Ordering Document, or, if none is provided in the Ordering Document, the day that Oracle sends to Your administrator the e-mail welcoming You to the Oracle Cloud that instructs You on how to create Your Cloud login and configure the Cloud Services (the "Cloud Services Start Date"). You must maintain a current subscription to applicable Oracle Cloud Services for the duration of any Technical Cloud Services ordered under this Ordering Document.

2. Fees:

The Cloud Services Payment Frequency applies to all Cloud Services fees and taxes (if applicable), and the Technical Cloud Services Payment Frequency applies to all fees and taxes (if applicable) for Technical Cloud Services. All fees payable to Oracle are due in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-TSO-2539. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Agreement. If applicable to You, You will 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. Also, You will reimburse Oracle for reasonable pre-approved expenses related to providing any Technical Cloud Services in accordance with Appendix A, Section 8.F of the Agreement. Unless, specifically stated otherwise, fees for Services listed in an order are exclusive of taxes (if applicable) and expenses.

Cloud Services Payment Frequency: Your payment frequency is quarterly in arrears.

Technical Cloud Services Payment Frequency:

Unless otherwise specified in services descriptions applicable to the Technical Cloud Services You have ordered, or in an exhibit specifying the Technical Cloud Services You have ordered, the fees for Technical Cloud Services and any applicable taxes shall be invoiced monthly in arrears. You are responsible for payment of pre-approved expenses, if any, in accordance with Appendix A, Section 8.F of DIR Contract No. DIR-TSO-2539. Expenses will be invoiced monthly as they are incurred and are due in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-TSO-2539.

3. Renewal of Cloud Services:

Notwithstanding any statement to the contrary in the Services Specifications, the parties expressly agree that the Cloud Services acquired under this Ordering Document will not Auto-Renew. At the end of the Services Period, the Cloud Services acquired under this Ordering Document may be renewed for an additional Services Period, subject to Your placement of a renewal order and payment of fees for such Cloud Services. For the first two years of the first renewal Services Period of Cloud Services, the annual fee for each Cloud Service ordered will not increase by more than 4% of the Unit Net Price for such service in the immediately preceding year. The Cloud Services may not be renewed as described in the preceding sentence if: (i) Oracle is no longer making such Cloud Services generally available to commercial customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this Ordering Document.

Renewal of Cloud Services- Eloqua Marketing Platform Cloud Service:

{NOTE: This clause is only applicable when customer is buying the Eloqua Marketing Platform Cloud Service. If Eloqua Marketing Platform Cloud Service not included in order, delete the following paragraph.}

The fees for Your renewal of the Eloqua Marketing Platform Cloud Service under the terms of this Ordering Document are based on the total amount of fees contracted in all Your orders for the Eloqua Marketing Platform Cloud Service (i.e., the initial order and all expansion orders) in effect at the end of the Services Period of this Ordering Document.

4. Price Hold for Cloud Services:

During the Services Period, You may order additional quantities of the Cloud Services acquired under this Ordering Document at the Unit Net Price specified above. This price hold does not apply to Eloqua Marketing Platform Cloud Service, to any renewals or extensions of the Cloud Services ordered under this Ordering Document, to Cloud Services ordered pursuant to a separate Oracle discount or promotion, or to any Cloud Services other than those listed in the initial purchase under this Ordering Document.

{NOTE: The following clause is only applicable if Oracle Responsys Marketing Platform Cloud Services is ordered and the tiered option is quoted. If not ordered and tier option is not quoted, delete the following paragraph.}

During the Services Period, You may order additional quantities of the Oracle Responsys Marketing Platform Cloud Service acquired under this Ordering Document by increasing Your Quantity to the specified Committed Quantity of the Oracle Responsys Cloud Service at the Unit Net Price specified in the Option Tiered Pricing Table below. Once You have increased Your Quantity to the Committed Quantity, any overage fees incurred due to use of the Oracle Responsys Marketing Platform Cloud Service in excess of the new Committed Quantity will be based on the Unit Net Price of that new Committed Quantity.

5. Overage for Oracle Responsys Cloud Services:

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{NOTE: This clause is only applicable when a customer is ordering Oracle Responsys Cloud Services. If not ordered, delete the following two paragraphs.}

If use of the Oracle Responsys Cloud Service exceeds the Quantity specified above, or if You have increased the Committed Quantity under this ordering document, You agree to pay, and Oracle will invoice You monthly in arrears, additional fees which will be calculated based on the Unit Net Price of Your current Committed Quantity.

The Service Descriptions incorporated into this order define which Oracle Responsys Cloud Services will be charged additional fees for excess usage (overage) if use of the service exceeds the ordered quantity. All overage quantities are counted based on CPM's (cost per 1,000 messages) under the Option Tiered Pricing Table, and for the purpose of invoicing additional fees for such overage usage, Oracle will round up the quantity of the additional messages to the next highest 1,000th tier.

6. **Offer Validity:** This order is valid through _____, 20,____and shall become binding upon execution by You and acceptance by Oracle.

C. SERVICE SPECIFICATIONS

1. Service Specifications:

The Service Specifications that govern the Services ordered consist of the documents listed below, which are incorporated into this Ordering Document. 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, security, functionality or availability of the applicable Services provided to You for the duration of the Services Period. The terms of the Service Specifications, including any subject matter addressed in the Service Specifications, will replace any inconsistent term, similar subject matter or scope of service delivery in the Agreement; however, unless expressly stated otherwise in this Ordering Document, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in this Ordering Document, Agreement or Service Specifications but in no event shall any documents take precedence over DIR Contract No. DIR-TSO-2539. For the purposes of this Ordering Document, references to the term "Customer" in any document within the Service Specifications shall mean "You" as defined in this Ordering Document.

- **Service Descriptions and Metrics**

Oracle service descriptions and metrics govern Cloud Services and Technical Cloud Services. You may access the version of these descriptions and metrics that apply to the Cloud Services and Technical Cloud Services that You have ordered at www.oracle.com/contracts.

- **Cloud Hosting and Delivery Services Policies**

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

- **Program Documentation**

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

- **Technical Cloud Services *{This bullet point and text below may be deleted if technical cloud services are not ordered}***

Technical Cloud Services You have ordered under this Ordering Document are described in and governed by the Technical Cloud Services service descriptions found at www.oracle.com/contracts.

2. Assumptions and obligations for Technical Cloud Services:

{This section may be deleted if technical cloud services are not ordered}

Upon Oracle's reasonable request, You agree to provide Oracle access to relevant resources with knowledge to support the performance of the services.

You will provide for all Oracle resources performing services at Your location, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations,

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etc.).

Any request for changes in Technical Cloud Services must be in writing; this includes changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of Your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until You and Oracle agree in writing to the proposed change in an amendment to Your order.

As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

3. Time and Materials ("T&M") Consulting/Professional Services *{Note- This section should be deleted if T&M consulting/professional services are not ordered}*

a. Consulting/ Professional Services identified above as "Per Hour" are provided on a time and materials ("T&M") basis; that is, You shall pay Oracle for all of the time spent performing such services at the rate specified above, plus materials, taxes and expenses. All fees and expenses will be invoiced monthly.

b. For Consulting/ Professional Services identified above as "Per Hour", the fees specified in the table above are estimates for labor and are intended only to be for Your budgeting and Oracle's resource scheduling purposes; these estimates do not include taxes. Oracle will invoice You for actual time spent performing the services, plus materials, taxes and expenses; such invoice may exceed the total estimated amounts documented above. Once fees for these services reach the estimate, Oracle will cooperate with You to provide continuing services on a T&M basis.

D. OTHER

1. Terms:

The following terms, as used in this Ordering Document or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and "Contract"; "Customer", "Client" and "You"; "Program Documentation" and "Documentation"; "Ordering Document" and "Order Form"; "Services Term" and "Services Period"; "Your Data and "Your Content".

2. Data Processing Agreement:

{Note: This clause is to be deleted for orders that only include standalone technical cloud services.}

Oracle's *Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement>, is incorporated as Appendix N of DIR Contract No. DIR-TSO-2539 and describes the parties' respective roles for the processing and control of Personal Data (as that term is defined in the Data Processing Agreement) that Customer provides to Oracle as part of the Cloud Services under this order. Oracle will act as a data processor and will comply with all applicable data protection laws to the extent such laws by their terms impose obligations directly on Oracle as a data processor in connection with the services specified in this ordering document. Oracle will act on Customer's instruction concerning the treatment of Customer's Personal Data residing in the Cloud Services Environment, as specified in the Agreement, the Data Processing Agreement and this order. Customer remains solely responsible for Customer's regulatory compliance in connection with Customer's use of the Cloud Services and will comply with all applicable laws in connection with the performance of obligations or exercise of rights under this ordering document and the Agreement. Customer agrees to provide any notices and obtain any consents related to Customer's use of the Cloud Services and Oracle's provision of the Cloud Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

3. Assignment of this Ordering Document

Notwithstanding anything to the contrary in the agreement or this Ordering Document, You may not assign this Ordering Document or give or transfer the Services, or an interest in them, to another individual or entity. If You desire that Services be acquired by another entity, such other entity may order services under a separate contract. You may not grant a security interest in any of the Services. Notwithstanding the foregoing, upon advance written notice to Oracle, You may assign Your rights to the Services under this Ordering Document to another governmental agency as designated by the Texas Legislature (i) that is a successor in interest to You that performs Your statutory obligations, or (ii) as necessary to satisfy a regulatory requirement imposed upon You by a governing body with the appropriate authority; provided that (w) such assignee entity agrees in writing to the terms and conditions of the agreement and the Ordering Document, (x) You provide Oracle will all consents necessary for the assignee to access Your Content, Your Applications, and any other of Your materials in Oracle's possession, (y) the assignment does not result in any change in Oracle's rights and obligations under this Ordering Document (including with respect to the Services), or expand, modify or otherwise alter any use or component of the Services or Services Environments provided under this Ordering Document, and (z) following the assignment, You shall immediately discontinue use of the Services acquired

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under this Ordering Document.

4. No Excess Obligations

(NOTE: delete this clause for orders of 12 months or less)

In the event sufficient budgeted funds are not available for a new fiscal period, You may terminate this Ordering Document immediately without penalty or expense; provided, however, that: (a) for each of the [insert # of years] 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and are available and no longer subject to any appropriations contingency. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriations.

5. Data Encryption for Oracle Responsys Cloud Services

{Add clause below to all orders which include Oracle Responsys Cloud Services, except for Responsys Push Cloud Services orders.}

You may use either encrypted or unencrypted file transfer protocols for bulk data transfers into and out of the Oracle Responsys Cloud Service. Backup copies of Your Content in the Services Environment are not encrypted as part of the Responsys Cloud Services. For purposes of this order, this paragraph supersedes and replaces any provision of the Data Processing Agreement regarding encryption, including Sections 9.4, 9.5, and 9.7.

6. {NOTE: Add this Section to all Eloqua orders.} Privacy and Optional Additional Applications

The Oracle Eloqua Cloud Services enables You to test the likelihood that an email will be intercepted by a receiver's spam protection service. This email testing service is provided by a third party that receives and tests email template content that You may provide through the Oracle Eloqua Cloud Services email test center or email batch wizard. Your use of the email testing service is optional and not required for Your use of the Oracle Eloqua Cloud Services. Any of Your Content or Personal Data that You place into the email testing service is not subject to the terms of the Oracle Hosting and Delivery Policies Services or Oracle Data Processing Agreement incorporated to Your order, and You are solely responsible for complying with Your legal obligations when using this service, including laws applicable to the global transfer of Personal Data.

You may choose to enable certain Oracle and Separately Licensed Third Party Technology applications, connectors or modules ("Additional Applications") to enhance the features of the Oracle Eloqua Cloud Services. The Additional Applications are available in the cloud components section of setup within the Oracle Eloqua Cloud Services and are hosted outside of the Oracle Eloqua Cloud Services Environment. Your use of these Additional Applications is optional and not required for Your use of the Oracle Eloqua Cloud Services. Any of Your Content or Personal Data that You place into these Additional Applications is not subject to the terms of the Oracle Cloud Services Agreement, including the Oracle Data Processing Agreement and Hosting and Delivery Policies, and You are solely responsible for complying with Your legal obligations when using these Additional Applications, including laws applicable to the global transfer of Personal Data.

7. Oracle Social Data and Insight Cloud Service for D&B

{This section is mandatory when Oracle Social Data and Insight Cloud Service services are ordered. Remove this section if Oracle Social Data and Insight Cloud Service services are not ordered.}

Oracle Social Data and Insight Cloud Service for D&B. The Dun & Bradstreet Company Records and Dun & Bradstreet Contact Records ("Licensed D&B Materials") are owned solely by Dun & Bradstreet and are provided "as-is" without any warranties. Your use of the Licensed D&B Materials is limited to Your internal business operations for purposes of evaluating the use of such materials in connection with the Oracle Data Cloud Service or other Oracle Cloud Service and not for any production or other commercial purpose. The Licensed D&B Materials may not be redistributed, transmitted or exported to any third party. The Licensed D&B Materials may not be used as a factor in establishing an individual's eligibility for (a) credit or insurance to be used primarily for personal, family or household purposes or (b) employment. You must use the Oracle Data Cloud Service and the Licensed D&B Materials in accordance with, and as permitted by, applicable law. Upon the end or expiration of the Oracle Data Cloud Service, You must cease using and delete all Licensed D&B Materials. You acknowledge and agree not to contest that Dun & Bradstreet is the sole owner of the Licensed Materials.

8. Oracle Social Engagement and Monitoring Cloud Service, Custom Data Source Analyzer

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{This section is mandatory when Oracle Social Engagement and Monitoring Cloud Service, Custom Data Source Analyzer services are ordered. Remove this section if Oracle Social Engagement and Monitoring Cloud Service, Custom Data Source Analyzer services are not ordered.}

The Social Engagement and Monitoring Cloud Service, Custom Data Source Analyzer is designed to enable customers to load their unstructured message data and other enterprise text data into their Oracle Social Engagement and Monitoring Service, where this data can be analyzed and the results presented in a dashboard alongside data collected from some public social media sources. To prevent use and dissemination of social media and other third data party data beyond applicable third party consents and license rights, the Custom Data Source Analyzer is not designed to enable any data loaded into the system, or retrieved by the Social Engagement and Monitoring Cloud Service, to be re-exported, updated or deleted; such data can only be deleted with the removal of Your entire service instances at the end of the service order. You are solely responsible for ensuring that You remain compliant with applicable data privacy regulations in Your use of this service.

9. *{Add this Section for all Eloqua or Responsys orders.}* Cookies

Oracle may insert pixels or code into Your emails generated and/or transmitted through the Cloud Services or, at Your request or with Your consent, into Your websites, mobile applications or other web assets which, once activated, may cause cookies to be placed in, or read or modified from, a user's or email recipient's browser cache. In accordance with the Service Specifications, such pixels and cookies are used to create or modify unique identifiers and track the user's or email recipient's actions on Your websites, mobile applications or other web assets (or as further specified in this order or the Service Specifications) for Your marketing and analytics purposes. You are responsible for making any disclosures to, and obtaining any consents from, such users and email recipients as may be required under applicable laws, rules, regulations and industry self-regulatory guidelines.

<i>{Insert Customer Name}</i>		Oracle America, Inc.	
Signature:	_____	Authorized Signature	_____
Name:	_____	Name	_____
Title:	_____	Title	_____
Signature Date:	_____	Signature Date	_____