APPENDIX D TO DIR CONTRACT NO. DIR-TSO-2547

GENERAL TERMS Public Sector

Oracle General Terms Reference:	US-GMA-225288

These General Terms (these "General Terms") and all Schedules are incorporated as appendices to the Contracts for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle") (DIR Contract No. DIR-TSO-2547) (the "Contract"). As used in these General Terms, "you", "You", "your" or "Your" shall refer to the Customer placing an order under the Contract. To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

1. DEFINITIONS

1.1 "**Hardware**" refers to the computer equipment, including components, options and spare parts.

1.2 "**Integrated Software"** refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

1.3 "**General Agreement**" refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the General Agreement (including any amendments to those incorporated Schedule(s)). The General Agreement, which along with the Contract (including all appendices), governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller. For purposes of the General Terms and the Schedules, the term "General Agreement" shall mean the General Terms and Schedules and the Contract (including all appendices).

1.4 **"Operating System"** refers to the software that manages Hardware for Programs and other software.

1.5 "**Products**" refers to Programs, Hardware, Integrated Software and Operating System.

1.6 "**Programs**" refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System.

1.7 "**Program Documentation**" refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at http://oracle.com/contracts.

1.8 **"Schedule"** refers to all Oracle Schedules to these General Terms as identified in Section 2.

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

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

1.11 "**Service Offerings**" refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 "**You**" and "**Your**" refers to the entity that has executed these General Terms.

2. APPLICABLE SCHEDULES

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings you may receive or have received from Oracle. You understand that you may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings.

4. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under the General Agreement.

5. INDEMNIFICATION

Indemnification will be handled in accordance with Appendix A, Section 10.A of DIR Contract No. DIR-TSO-2547.

6. TERMINATION

Termination will be handled in accordance with Appendix A, Section 11 of DIR Contract No. DIR-TSO-2547.

7. FEES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 Reimbursement of expenses related to the provision of any Service Offering, if any, will be addressed in the relevant ordering document and/or statement of work for such services.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings 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. NONDISCLOSURE

Nondisclosure will be handled in accordance with Appendix A, Section 10.H of DIR Contract No. DIR-TSO-2547.

9. ENTIRE AGREEMENT

9.1 You agree that DIR-TSO-2547 and the General Agreement and the information which is incorporated into the General 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 Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 It is expressly agreed that the terms of DIR Contract No. DIR-TSO-2547, the General Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Products and/or Service Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the General Agreement, the order shall take precedence.

The General Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under the General Agreement shall be provided to the other party in writing.

10. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the General 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, Product and/or materials resulting from Service Offerings (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 used in the transfer, export or re-export of the Products and any Service Offerings deliverables: "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 is prohibited."

11. GOVERNING LAW AND JURISDICTION

The General Agreement is governed by the substantive and procedural laws of the State of Texas.

12. NOTICE

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of these General Terms, 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.

13. ASSIGNMENT

Assignments will be handled in accordance to Appendix A, Section 4D of DIR Contract No. DIR-TSO-2547.

14. OTHER

14.1 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.

14.2 If any term of DIR Contract No. DIR-TSO-2547 or the General 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 the General Agreement.

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

14.4 Products and Service Offerings deliverables 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 Products and Service Offerings deliverables in such applications.

14.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the General Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.

14.6 The Uniform Computer Information Transactions Act does not apply to the General Agreement or orders placed under it.

14.7 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for

nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under the General Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.