

## **APPENDIX F TO DIR CONTRACT NO. DIR-TSO-4158**

### **DELIVERY, INSTALLATION, COMMENCEMENT DATE AND ACCEPTANCE for Software, Hardware, Technical Support, and ACS Services**

#### **A. Delivery**

Each order issued under the Contract shall specify the Vendor's delivery obligations in the applicable Order Form.

##### **1. For Software Programs:**

- a. If the order specifies that the delivery obligation is for tangible media, Vendor will deliver tangible media for the ordered programs on the particular hardware/operating system combination requested by Customer. Each media pack consists of one (1) copy of the software media and one (1) set of documentation (in the form generally available) for each program included in the media pack.
- b. If the order specifies that there is no delivery obligation, then the Customer acknowledges and agrees that one (1) copy of the software media and one (1) set of documentation (in the form generally available) for each ordered program has been previously delivered to the Customer.
- c. If the order specifies that delivery obligation is for electronic download, the ordered programs are made available by the Vendor to the Customer for electronic download the programs listed in the Order Form at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com>. Through the Internet URL, the Customer can access and electronically download to its location the current production release as of the effective date of the applicable order the software program and related documentation for each ordered program. Provided that the Customer has continuously maintained technical support for the ordered programs, the Customer may continue to download the software and related documentation for the ordered programs. Customer acknowledges that the Vendor is under no further delivery obligation (electronic download, tangible media or otherwise) for ordered programs where the delivery method is electronic download.
- d. Not all programs are available on all hardware/operating system combinations and not all programs/combinations are available for all both delivery methods (tangible media and electronic download). Customer should check the electronic delivery web site specified above prior to placing an order with an Order Fulfiller.

##### **2. For Hardware:**

- a. Customer's hardware order consists of the following items: operating system (as described in the configuration), integrated software and hardware.
- b. Vendor will use its reasonable commercial efforts to deliver the hardware within a timeframe that is consistent with Vendor's past practices regarding the amount and type of hardware that the Customer has ordered.
- c. Vendor will deliver the hardware to the delivery address specified on Customer's Purchase Order or if such Purchase Order does not indicate a ship to address, the address on the Order Form. Vendor may make partial deliveries of the ordered hardware against an order.
- d. Title of the hardware is transferred to the Customer upon delivery in accordance with the shipping terms in Section 8.D of Appendix A of the Contract.

#### **B. Installation**

1. For programs, the Customer is responsible for installation of the programs unless the programs have been pre-installed by Vendor on the hardware the Customer is purchasing under the order or the Customer purchases installation services from Vendor for such ordered programs
2. For hardware, the Customer is responsible for installation of the hardware, unless the Customer purchases installation services from Order Fulfiller for such ordered hardware.

### **C. Commencement Date and Acceptance**

1. For the program licenses, the program commencement date shall be the date that the tangible media is shipped or the effective date of the order if the shipment of tangible media is not required. Programs are deemed accepted on the program commencement date.
2. For the hardware, operating system and integrated software, the hardware commencement date shall be the date the hardware is delivered or the effective date of the order if no shipment is required. Hardware is deemed accepted on the hardware commencement date. Notwithstanding the foregoing, Customer may request to add an acceptance period, not to exceed five (5) business days from the commencement date; and any such acceptance period agreed to by Customer and Vendor shall be specified in the applicable Order Form.
3. The period of performance for all technical support services for the programs is effective upon the program commencement date. The period of performance for all related technical support services is effective upon shipment of hardware or upon the effective date of the order if shipment of hardware is not required. Technical support services are deemed accepted when delivered.
4. Installation services, packaged services, and other ACS services commence on the date agreed to by the Customer and Vendor. Installation services, packaged services, and other ACS services are deemed accepted when delivered unless otherwise noted in an Order Form.

### **D. Order Restriction**

The hardware, programs, operating software and integrated software are not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Customer is expressly prohibited from ordering hardware and/or software for these purposes. This restriction applies to previously ordered and delivered Vendor hardware and/or software if Customer is acquiring technical support services, installation services, packaged services, and/or other ACS services for such hardware, programs and/or software under the Contract.

### **E. Segmentation**

The purchase of (1) hardware and/or related technical support services, (2) programs and/or related technical support services, or (3) other services are all separate offers and separate from any other order for (a) hardware and/or related technical support services, (b) programs and/or related technical support services, or (c) other services the Customer may receive or have received from Vendor. Customer understands that the Customer may purchase (i) hardware and/or related technical support services, (ii) programs and/or related technical support services, or (iii) other services independently of any other product or service. The Customer's obligation to pay for (x) hardware and/or related technical support services is not contingent on performance of any other service or delivery of programs, (y) programs and/or related technical support services is not contingent on delivery of hardware or programs or performance of any other service, or (z) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

### **F. Services**

Any technical support services, installations services, packaged services, and other ACS services for the products provided to a Customer pursuant to the Contract are provided for such Customer's internal use, and such Customer may not, directly or indirectly, resell, rent, lease, or transfer any services. Customer agrees to cooperate with Vendor and provide the access, resources, materials, personnel, information and consents that Vendor may require in order to perform the services.