

APPENDIX I TO DIR CONTRACT NO. DIR-TSO-4158



**Public Sector
Schedule S - Services**

Oracle America, Inc. ("Oracle") 500 Oracle Parkway Redwood Shores, CA 94065

Your Name:	
General Terms Reference:	US-GMA-1889764

This Public Sector Services Schedule (this "Schedule S") is a Schedule to the General Terms referenced above. The General Terms and this Schedule S, together with any other Schedules that reference the General Terms, are the General Agreement. As used in this Schedule S, "you", "You", "your" or "Your" shall refer to the Customer placing an order under DIR-TSO-4158.

1. DEFINITIONS

1.1 **"Services"** refers to technical services, advanced customer support services, education or other services which you have ordered from Oracle under this Schedule S. For the avoidance of doubt, Cloud Services and Technical Cloud Services shall be ordered from Oracle under Schedule C and Managed Cloud Services shall be ordered from Oracle under Schedule M, not this Schedule S.

1.2 Capitalized terms used but not defined in this Schedule S have the meanings set forth in the General Terms.

2. RIGHTS GRANTED / RESTRICTIONS

2.1 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 Schedule S ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.2 You may allow Your agents and contractors (including, without limitation, outsourcers) to use deliverables for Your internal business operations and You are responsible for their compliance with the General Terms and this Schedule S in such use.

2.3 Services provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

3. 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 warranty deficiencies within 90 days from performance of the deficient Services.

FOR ANY BREACH OF THE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.

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