



## Schedule C – Cloud Services- PUBLIC SECTOR

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| Oracle America, Inc. ("Oracle")<br>500 Oracle Parkway<br>Redwood Shores, CA 94065 |
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|---------------------------------|----------------|
| <b>Your Name:</b>               |                |
| <b>General Terms Reference:</b> | US-GMA-1889764 |

This Public Sector Cloud Services Schedule (this "Schedule C") is a Schedule to the General Terms referenced above. DIR Contract No. DIR-TSO-4158, the General Terms and this Schedule C, together with any other Schedules that reference the General Terms, are the General Agreement, notwithstanding however that such other Schedules (Schedule P, Schedule H, Schedule S, Schedule M, Schedule LVM) shall not apply to the Services ordered under this Schedule C. As used in this Schedule C, "you", "You", "your" or "Your" shall refer to the Customer placing an order under DIR Contract No. DIR-TSO-4158.

### 1. DEFINITIONS

1.1 "**Ancillary Program**" means any software agent or tool owned or licensed by Oracle that Oracle makes available to You for download as part of the Cloud Services for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment. The term "Ancillary Program" does not include Separately Licensed Third Party Technology.

1.2 "**Cloud Services**" means, collectively, the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle Programs) listed in Your order and defined in the Service Specifications. The term "Cloud Services" does not include Technical Cloud Services.

1.3 "**Data Center Region**" refers to the geographic region in which the Services Environment is physically located. The Data Center Region applicable to the Cloud Services is set forth in Your order.

1.4 "**Oracle Programs**" refers to the software products owned or licensed by Oracle to which Oracle grants You access as part of the Cloud Services, including Program Documentation, and any program updates provided as part of the Cloud Services. The term "Oracle Programs" does not include Separately Licensed Third Party Technology.

1.5 "**Technical Cloud Services**" means, collectively, the Cloud Services-related technical services that You have ordered under this Schedule C. Technical Cloud Services include any deliverables described in Your order and delivered by Oracle to You under the order. The term "Technical Cloud Services" does not include Cloud Services or services provided under Schedules P or S to the General Terms.

1.6 "**Program Documentation**" refers to the user manuals referenced within the Service Specifications for Cloud Services, as well as any help windows and readme files for the Oracle Programs that are accessible from within the Services. For Oracle Infrastructure-as-a-Service (IaaS) Cloud Services, "Program Documentation" includes documentation, help windows and readme files for the IaaS hardware products. The Program Documentation describes technical and functional aspects of the Oracle Programs. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

1.7 "**Separate Terms**" refers to separate license terms between You and a third party licensor that are specified in the Program Documentation, Service Specifications, readme or notice files and that apply to Separately Licensed Third Party Technology.

1.8 "**Services**" means, collectively, the Cloud Services and Technical Cloud Services ordered by You under this Schedule C.

1.9 "**Services Environment**" refers to the combination of hardware and software components owned, licensed or managed by Oracle to which Oracle grants You and Your Users access as part of the Cloud Services which You have ordered. As applicable and subject to the terms of DIR Contract No. DIR-TSO-4158 and this General Agreement and Your order, Oracle Programs, Third Party Content, Your Content and Your Applications may be hosted in the Services Environment.

1.10 "**Service Specifications**" means the descriptions on [www.oracle.com/contracts](http://www.oracle.com/contracts), or such other address specified by Oracle, that are applicable to the Services under Your order, including any Program Documentation, hosting, support and security policies (for example, the Oracle Cloud Hosting and Delivery Policies), and other descriptions referenced or incorporated in such descriptions or Your order.

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- 1.11 **“Services Period”** refers to the period of time for which You have ordered Cloud Services as specified in Your order.
- 1.12 **“Third Party Content”** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle and made available to You through, within, or in conjunction with Your use of, the Cloud Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, and data libraries and dictionaries. Third Party Content does not include Separately Licensed Third Party Technology.
- 1.13 **“Users”** means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Cloud Services in accordance with this General Agreement and Your order. For Cloud Services that are specifically designed to allow Your customers, suppliers, or other third parties to access the Cloud Services to interact with You, such third parties will be considered “Users” subject to the terms of DIR Contract No. DIR-TSO-4158 and this General Agreement and Your order.
- 1.14 **“Your Applications”** means all software programs, including any source code for such programs, that You or Your Users provide and load onto, or create using, any Oracle “platform-as-a-service” or “infrastructure-as-a-service” Cloud Services. Services under this General Agreement, including Oracle Programs and Services Environments, Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Applications.”
- 1.15 **“Your Content”** means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in Section 10.2 below), audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or Your Users that reside in, or run on or through, the Services Environment.
- 1.16 Capitalized terms used but not defined in this Schedule C have the meanings set forth in the General Terms.

## 2. RIGHTS GRANTED

- 2.1 For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in DIR Contract No. DIR-TSO-4158 and this General Agreement or Your order, You have the non-exclusive, non-assignable, royalty free, worldwide, limited right to access and use the Services that You ordered, including anything developed by Oracle and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of DIR Contract No. DIR-TSO-4158 and this General Agreement and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users’ compliance with this General Agreement and the order.
- 2.2 You do not acquire under this General Agreement any right or license to use the Services, including the Oracle Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.
- 2.3 To enable Oracle to provide You and Your Users with the Services, You grant Oracle the right to use, process and transmit, in accordance with this General Agreement and Your order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which Oracle provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party programs, You acknowledge that Oracle may allow providers of those third party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperation of such third party programs with the Services. Oracle will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services.
- 2.4 Except as otherwise expressly set forth in Your order for certain Cloud Services offerings (e.g., a private cloud hosted at Your facility), You acknowledge that Oracle has no delivery obligation for Oracle Programs and will not ship copies of such programs to You as part of the Services.
- 2.5 The Services may contain or require the use of Separately Licensed Third Party Technology. You are responsible for complying with the Separate Terms specified by Oracle that govern Your use of Separately Licensed Third Party Technology. Oracle may provide certain notices to You in the Service Specifications, Program Documentation, readme or notice files in connection with Separately Licensed Third Party Technology. The third party owner, author or provider of Separately Licensed Third Party Technology retains all ownership and intellectual property rights in and to such Separately Licensed Third Party Technology.
- 2.6 As part of certain Cloud Services offerings, Oracle may provide You with access to Third Party Content within the Services Environment. The type and scope of any Third Party Content is defined in the Service Specifications applicable to Your order. The third party owner, author or provider of Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use Third Party Content are subject to, and governed by, the terms applicable to such content as specified by the third party owner, author or provider.

### 3. OWNERSHIP AND RESTRICTIONS

3.1 You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Oracle or its licensors retain all ownership and intellectual property rights to the Services, including Oracle Programs and Ancillary Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under this General Agreement.

3.2 You may not, and may not cause or permit others to:

- a. remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- b. make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
- c. modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Oracle;
- d. perform or disclose (subject to Appendix A, Section 10.H of DIR Contract No. DIR-TSO-4158) any benchmark or performance tests of the Services, including the Oracle Programs;
- e. perform or disclose any of the following security testing of the Services Environment or associated infrastructure network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and
- f. license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, Oracle Programs, Ancillary Programs, Services Environments or other Oracle materials to any third party, other than as expressly permitted under the terms of the applicable order.

### 4. SERVICE SPECIFICATIONS

4.1 The Services are subject to and governed by Service Specifications applicable to Your order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the Oracle Programs, as well as any Services deliverables. You acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then You are responsible for promptly purchasing such additional quantity to account for Your excess usage.

4.2 Oracle may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Content. 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 or availability of the applicable Services provided to You for the duration of the Services Period.

4.3 Your order will specify the Data Center Region in which Your Services Environment will reside. As described in the Service Specifications and to the extent applicable to the Cloud Services that You have ordered, Oracle will provide production, test, and backup environments in the Data Center Region stated in Your order. Oracle and its affiliates may perform certain aspects of Cloud Services, such as service administration and support, as well as other Services (including Technical Cloud Services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

### 5. USE OF THE SERVICES

5.1 You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with Oracle, You accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Oracle is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your

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or Your Users' access to the Services, and agree to notify Oracle immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

5.2 You agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under this General Agreement, Oracle reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence ("Acceptable Use Policy"), including the removal of or disablement of access to such material. Oracle shall have no liability to You in the event that Oracle takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications.

5.3 You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Oracle Programs, as such Patches are generally released by Oracle as described in the Service Specifications. Oracle is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. Except for emergency or security related maintenance activities, Oracle will coordinate with You the scheduling of application of Patches, where possible, based on Oracle's next available standard maintenance window.

### 6. TRIAL USE AND PILOT CLOUD SERVICES

6.1 Oracle may make available certain Cloud Services for trial, non-production purposes. Cloud Services for trial purposes must be ordered under a separate agreement. Cloud Services acquired for trial purposes are provided on an "as is" and "as available" basis and may not be used with production data that has not been masked, anonymized or otherwise rendered unreadable. Oracle does not provide technical or other support or offer any warranties for such Services.

6.2 Oracle may make available "conference room pilots" for certain Cloud Services under a separate agreement. Conference room pilots ordered by You are described in Your order and are provided solely for You to evaluate and test the Cloud Services for Your internal business purposes. Conference room pilots are provided by Oracle on an "as is" and "as available" basis, and Oracle does not provide technical or other support or offer any warranties for such Services. You may not include any production data in Your conference room pilot Services Environment that has not been masked, anonymized or otherwise rendered unreadable. You may be required to order certain Technical Cloud Services as a prerequisite to an order for a conference room pilot.

6.3 Oracle may make available "production pilots" for certain Cloud Services under this General Agreement. Production pilots ordered by You are described in the Service Specifications applicable to Your order, and are provided solely for You to evaluate and test Cloud Services for Your internal business purposes. You may be required to order certain Technical Cloud Services as a prerequisite to an order for a production pilot.

### 7. FEES, INVOICING AND PAYMENT OBLIGATION

7.1 You agree and acknowledge that You have not relied on the future availability of any Services, programs or updates in entering into the payment obligations in Your order; however, the preceding does not relieve Oracle of its obligation during the Services Period to deliver Services that You have ordered per the terms of DIR Contract No. DIR-TSO-4158 and this General Agreement.

7.2 Services fees are invoiced as set forth in the applicable order and in accordance with Appendix A, Section 8.I of DIR Contract No. DIR-TSO-4158. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in DIR Contract No. DIR-TSO-4158 and this General Agreement or Your order.

7.3 Fees for Services listed in an order are exclusive of taxes (if applicable) and expenses. Reimbursement of pre-approved expenses related to providing any Technical Cloud Services, if any, will be addressed in the relevant ordering document and/or statement of work and will be in accordance with Appendix A, Section 8.F of DIR Contract No. DIR-TSO-4158.

### 8. SERVICES PERIOD; END OF SERVICES

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8.1 Services provided under this General Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with DIR Contract No. DIR-TSO-4158 and this General Agreement or the order. DIR Contract No. DIR-TSO-4158 and this General Agreement will continue to govern any order for the duration of the Services Period of such order.

8.2 Upon the end of the Services, You no longer have rights to access or use the Services, including the associated Oracle Programs and Services Environments; however, at Your request, and for a period of up to 60 days after the end of the applicable Services Period, Oracle will make available Your Content and Your Applications then in the Services Environment for the purpose of retrieval by You. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.

8.3 Oracle may temporarily suspend Your password, account, and access to or use of the Services if in Oracle's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Oracle will provide advance notice to You of any such suspension in Oracle's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Oracle will use reasonable efforts to re-establish the affected Services promptly after Oracle determines that the situation giving rise to the suspension has been cured; however, during any suspension period, Oracle will make available to You Your Content and Your Applications as existing in the Services Environment on the date of suspension. Oracle may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after Oracle's initial notice thereof. This section does not excuse Your obligation to pay for Services provided.

### 9. NONDISCLOSURE OF YOUR CONTENT AND YOUR APPLICATIONS

Your Content and Your Applications residing in the Services Environment will be considered Confidential Information subject to DIR Contract No. DIR-TSO-4158, the terms of this section and Section 8 of the General Terms. Oracle will hold such Confidential Information in confidence for as long as it resides in the Services Environment and will protect the confidentiality of such Confidential Information in accordance with the Oracle security practices defined in the Service Specifications applicable to Your order. In addition, Your Personal Data, as defined in the Data Processing Agreement, will be treated in accordance with the terms of Section 10 below.

### 10. DATA PROTECTION

10.1 In performing the Services, Oracle will comply with the *Oracle Services Privacy Policy*, which is available at <http://www.oracle.com/html/Services-privacy-policy.html> and is incorporated herein by reference. The *Oracle Services Privacy Policy* is subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your Content during the Services Period of Your order. For your reference purposes, a copy of the *Oracle Services Privacy Policy*, current as of the effective date of Amendment One to DIR Contract No. DIR-TSO-4158, is attached hereto as Appendix O.

10.2 Oracle's *Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement>, and is incorporated herein by reference and incorporated into DIR Contract No. DIR-TSO-4158 as Appendix N, describes the parties' respective roles for the processing and control of Personal Data that You provide to Oracle as part of the Cloud Services. Oracle will act as a data processor, and will act on Your instruction concerning the treatment of Your Personal Data residing in the Services Environment, as specified in this General Agreement, the Data Processing Agreement and the applicable order. You agree to provide any notices and obtain any consents related to Your use of the Services and Oracle's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

10.3 The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

10.4 You may not provide Oracle access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in Your order. If available, You may purchase Services from Oracle (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, Oracle Federal Security Services, etc.) designed to address particular data protection requirements applicable to Your business or Your Content.

### 11. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

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11.1 Oracle warrants that it will perform (i) Cloud Services in all material respects as described in the Service Specifications, and (ii) Technical Cloud Services in a professional manner in accordance with the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

11.2 ORACLE DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY ORACLE, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT. ORACLE DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

11.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

11.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 12. LIMITATION OF LIABILITY

Limitation of Liability will be handled in accordance with Appendix A, Section 10.K of DIR Contract No. DIR-TSO-4158.

### 13. ADDITIONAL INFRINGEMENT INDEMNIFICATION TERMS

Any additional Infringement Indemnification terms will be handled in accordance with Appendix A, Section 10.A.3 of DIR Contract No. DIR-TSO-4158.

### 14. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

14.1 The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Oracle does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

14.2 Any Third Party Content made accessible by Oracle in or through the Services Environment is provided on an "as is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Oracle is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Oracle reserves the right to take remedial action if any such content violates applicable restrictions under of this General Agreement, including the removal of, or disablement of access to, such content.

14.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. Oracle may update, change or modify the Services under this General Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any change to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this General Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such change.

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14.4 Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

### 15. SERVICES TOOLS AND ANCILLARY PROGRAMS

15.1 Oracle may use tools, scripts, software, and utilities (collectively, the “Tools”) to monitor and administer the Services and to help resolve Your Oracle service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing Oracle’s product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license and Services management.

15.2 As part of the Cloud Services, Oracle may provide You with on-line access to download certain Ancillary Programs for use with the Services. If Oracle does not specify separate terms for such Ancillary Programs, then subject to Your payment obligations, You have the non-exclusive, non-assignable, royalty-free, worldwide limited right to use such Ancillary Programs solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this General Agreement and Your order, including the Services Specifications. Your right to use such Ancillary Programs will terminate upon the earlier of Oracle’s notice (which may be through posting on <https://support.oracle.com> or such other URL designated by Oracle), the end of the Cloud Services associated with the Ancillary Programs, or the date on which the license to use the Ancillary Programs ends under the Separate Terms specified for such programs.

### 16. SERVICE ANALYSES

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “Service Analyses”). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, or provide information that would compromise the confidentiality of Your data, and Service Analyses do not constitute Personal Data. Oracle retains all intellectual property rights in Service Analyses.

### 17. ADDITIONAL NOTICE TERMS

17.1 To request a termination of Services in accordance with DIR Contract No. DIR-TSO-4158 and this General Agreement, You must submit a service request to Oracle at the address specified in Your order or the Service Specifications.

17.2 Oracle may give notices applicable to Oracle’s Cloud Services customer base by means of a general notice on the Oracle portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle’s account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle’s account information. Unless otherwise agreed to by the parties, in the event of a legal dispute under this Agreement, Oracle will send a copy of any written legal notices sent to You at the address specified in the applicable ordering document.

### 18. OTHER

18.1 You understand that Oracle’s business partners, including any third party firms retained by You to provide Technical Cloud services or applications that interact with the Cloud 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 General Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle resources under this General Agreement.

18.2 You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor’s products provided by You that You use with the Services, including such rights and consents as necessary for Oracle to perform the Services under this General Agreement.

18.3 You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to provide the Services and You will perform the actions identified in Your order as Your responsibilities.

18.4 You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Oracle aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this General Agreement. Oracle will cooperate with your efforts to determine whether use of the standard Oracle Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services.