

**PARTICIPATING ADDENDUM  
to NASPO ValuePoint  
Cloud Solutions  
Administered by the State of Utah  
with Oracle America, Inc.  
Master Agreement No. AR2487  
And  
The State of Colorado**

**1. PARTIES AND SCOPE**

This Participating Addendum, including all of its attached exhibits and other documents incorporated by reference (the "Participating Addendum"), is entered into by and between Oracle America, Inc. (the "Contractor" or "Oracle"), and the State of Colorado (the "State" and, together with Contractor, the "Parties"). This Participating Addendum covers participation in the Cloud Solutions Master Contract led by the State of Utah (the "Master Agreement"), for use by State agencies and other entities located in the State authorized by the State's statutes to utilize State contracts with the prior approval of the State Purchasing Director. The specific Services that may be acquired under the Master Agreement are listed in Exhibit B, "Services and Price List".

**For Purchasing Entities that are State Agencies as defined in 24-37.5-102(4) C.R.S., such Purchasing Entities may not purchase any Services that require the application of specific regulatory, legal or industry data security obligations without the prior consent of the State of Colorado Department of Personnel and Administration and Governor's Office of Information Technology; and such Purchasing Entities may request such consent by contacting the following individuals:**

John Chapman	Hope Anastasakis
State Purchasing Manager	Contract Manager, Governor's Office of Information Technology
1525 Sherman Street, 3rd Floor	601 East 18 <sup>th</sup> Avenue, Suite 180
Denver, Colorado 80203	Denver, CO 80206
303-866-6191	303-764-7936
john.chapman@state.co.us	hope.anastasakis@state.co.us

**For all other Purchasing Entities, such Purchasing Entities may not provide Oracle access to any health, payment card or other sensitive personal information that requires the application of specific regulatory, legal or industry data security obligations unless the applicable obligations are specified in a mutually agreed upon Ordering Document.**

**2. PARTICIPATION**

Agencies, political subdivisions and other entities (including cooperatives but excluding private institutions and non-profits) authorized by the State's statutes to use State contracts may make purchases under this Participating Addendum as of its Effective Date (as specified in the signature blocks below). Issues of interpretation and eligibility for participation are solely within the authority of the State Purchasing Director.

**3. STATE MODIFICATIONS TO MASTER AGREEMENT AND APPLICABILITY**

To the extent not modified by this Participating Addendum, all terms and conditions of the Master Agreement shall apply to this Participating Addendum. If any term of this Participating Addendum conflicts with the Master Agreement, then this Participating Addendum shall control for all transactions between the State and the Contractor under this Participating Addendum. All terms defined in the Master Agreement shall have the meaning given to them in the Master Agreement, except for those terms specifically defined differently in this Participating Addendum.

**4. RESERVED**

**5. PRIMARY CONTACTS AND PERSONNEL RESPONSIBILITIES**

The primary contacts for this Participating Addendum are the individuals named in this section. Either Party may change its primary contacts or primary contacts contact information by promptly providing notice to the other party in writing following the occurrence of any such change, without a formal amendment to this Participating Addendum. The Contractor’s primary points of contact for matters involving contract administration and customer service/satisfaction are set forth below.

<b>Primary Contact for the State:</b>	<b>Primary Contact for the Contractor (Contract Administration):</b>	<b>Primary Contact for the Contractor (Customer Service/Satisfaction)</b>
Greg Draughon State Procurement Administrator	Ela Matter	Brad Hoffman
Department of Personnel & Administration	Contracts Manager, U.S. Public Sector Deal Management	Regional Sales Manager
State Purchasing and Contracts Office		
1525 Sherman Street, 3 <sup>rd</sup> Floor	1910 Oracle Way	2355 East Camelback Road, Suite 950
Denver, CO 80203	Reston, VA 20190	Phoenix, AZ 85016
303-866-4552	703-364-1297	801-230-5072
Gregory.Draughon@state.co.us	ela.matter@oracle.com	brad.hoffman@oracle.com

**6. AUTHORIZED RESELLERS**

Certain Oracle-authorized resellers (“Authorized Resellers” or “Fulfillment Partners”) are eligible to resell Services to authorized Purchasing Entities under this Participating Addendum. The Contractor may only use Authorized Resellers, as defined in Exhibit A, under this Participating Addendum if the State has provided written approval for the Contractor to use that Authorized Reseller. All such approved Authorized Resellers authorized in the State of Colorado, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to the State and any Purchasing Entity in the State.

The Authorized Resellers’ participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum, as appropriate. Contractor is responsible for any reports and/or fees that are required per the terms and conditions of the Master Agreement and/or this Participating Addendum, unless expressly stated otherwise herein.

**7. ORDERS**

Any Order placed by the State or a Purchasing Entity in the State of Colorado for Services available under this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement and this Participating Addendum, unless the parties to the Order agree in writing that another contract or agreement applies to such Order. Terms and conditions for specific purchases, which are mutually agreed upon in writing by the Purchasing Entity and Contractor (or its Authorized Reseller), may be set forth in the Ordering Document and purchase order for each such purchase.



Unless otherwise handled by an Authorized Reseller under Section 6 above, Orders may be submitted directly to Contractor. Orders are to be submitted as directed by Contractor's sales representative. After the contents of an Ordering Document have been mutually agreed upon, Contractor and the Purchasing Entity shall sign the Ordering Document (unless otherwise specified in the Ordering Document), and payments shall be submitted in accordance with such Ordering Document and applicable Contractor invoice.

#### **8. ATTACHED EXHIBITS**

All of the exhibits listed in this section are attached to this Participating Addendum and are incorporated herein by reference. In the event of a conflict or inconsistency between this Participating Addendum and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:


- A. Colorado Special Provisions in §15 of Participating Addendum Exhibit A, State Specific Terms
- B. The provisions of the main body of this Participating Addendum
- C. All other sections of Participating Addendum Exhibit A, State Specific Terms
- D. Participating Addendum Exhibit B, Services and Price List

**THE PARTIES HERETO HAVE EXECUTED THIS PARTICIPATING ADDENDUM**

<p><b>CONTRACTOR</b> <b>Oracle America, Inc.</b> By: Douglas W. Doran Title: Director, North America Deal Management</p> <p> *Signature</p> <p>Date: <u>5/30/2017</u></p>	<p><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, Governor</b> Department of Personnel and Administration State Purchasing Office June Taylor, Executive Director</p> <p> By: Cindy Lombardi, State Chief Procurement Officer; or John Chapman, State Purchasing Manager</p> <p>Date: <u>5/31/2017</u></p>
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

§24-30-202 C.R.S. requires the State Controller to approve all State Contracts. This Participating Addendum is not valid until signed and dated below by the State Controller or an authorized delegate.

<p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: </p> <p>Name: <u>Challen Winer</u></p> <p>Effective Date: <u>5/31/17</u></p>
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**STATE OF COLORADO**

**John W. Hickenlooper, GOVERNOR**

**Governor's Office of Information Technology**

Suma Nallapati, Secretary of Technology and State Chief Information Officer

By: Brenda Berlin

Brenda Berlin, Deputy Chief Information Officer and Chief Financial Officer

Date: 5/31/17

## **PARTICIPATING ADDENDUM EXHIBIT A, STATE SPECIFIC TERMS**

### **1. AUTHORITY**

Authority to enter into this Participating Addendum exists in the Colorado Procurement Code, 24-101-101 *et. seq.* C.R.S., and its associated rules.

### **2. DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- B. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.
- C. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Services. The term “Subcontractor” includes, but is not limited to, any dealers, distributors, partners or resellers engaged by the Contractor to perform the Services.

Any term used in this Participating Addendum that is defined in another Exhibit or in the main body of this Participating Addendum shall be construed and interpreted as defined in that portion of this Participating Addendum.

### **3. TERM**

Orders may be placed under this Participating Addendum for one (1) year from the Effective Date (the “initial term”). After the expiration of the initial term, this Participating Addendum may be renewed on an annual basis for up to nine (9) additional one-year terms upon the mutual agreement of the Parties.

### **4. PAYMENTS**

#### **A. Purchasing Entity Payments**

Each Purchasing Entity will make its own payments under any Order that it enters into. The State shall not be liable to the Contractor for any payments due under any Order unless the State is a party to that Order.

#### **B. Administrative Fee Payments**

For each Fiscal Year quarter, the Contractor shall remit to the State an administrative fee equal to 1% of the total amount invoiced to Purchasing Entities under this Participating Addendum during that quarter. The Contractor shall remit all administrative fees to the State’s Primary Contact identified in this Participating Addendum, and with the payee as “State of Colorado”, within 30 days following the State Fiscal Year quarter to which the administrative fee applies, as follows:

	<u>Quarterly Period</u>	<u>Due Date</u>
First Quarter:	July 1 through September 30	October 30
Second Quarter:	October 1 through December 31	January 30
Third Quarter:	January 1 through March 31	April 30
Fourth Quarter:	April 1 through June 30	July 30

## 5. REPORTING - NOTIFICATION

### A. Volume Reporting

The State will use a centralized method of tracking volume. Contractor shall provide a quarterly volume report to the State within 30 calendar days following the end of the State Fiscal Year quarter that the report covers as set forth above. The quarterly volume report shall be submitted in a form as directed by the State, which may be modified by the State from time to time upon mutual agreement of the Parties. The quarterly volume report shall contain, at a minimum, all of the following:

- i. A summary volume report that includes, but is not limited to, all of the following for the quarter that the report covers:
  - a. The total amount invoiced to Purchasing Entities under this Participating Addendum.
  - b. The total of the list price (if available) of all items purchased by each type of Purchasing Entity under this Participating Addendum.
  - c. The total estimated cost savings for each type of Purchasing Entity under this Participating Addendum, calculated as the total list price minus the total invoiced for that Purchasing Entity.
  - d. The amount of the total administrative fee due to the State.
  - e. Any additional summary information as reasonably requested by the State upon mutual agreement of the Contractor.
- ii. A detail report that includes, but is not limited to, all of the following for each sale that occurred during the quarter that the report covers:
  - a. The name of the Purchasing Entity who the sale was made to.
  - b. The date of the sale.
  - c. A listing of each item purchased in the sale, including the name of the item, the quantity of the item, the unit price for the item, the extended price for the item calculated by multiplying the unit price by the quantity, the list price per unit for the item, the extended list price for the item calculated by multiplying the quantity by the list price, and the savings on the item calculated by subtracting the extended price from the extended list price.
  - d. Any other detail information as reasonably requested by the State upon mutual agreement of the Contractor.
- iii. Contractor may use the NASPO ValuePoint Computer Equipment Master Agreement's 2015-2020 Detailed Sales Report Template to satisfy the reporting requirements under this Participating Addendum.

### B. Additional Operational Reporting

Upon request by the State and mutual agreement of the Contractor, the Contractor shall provide operational reporting that includes all detailed and summary transaction, historical or payment information related to the State or any of the Participating Entities as requested by the State. The Contractor shall provide all such additional reports within 20 Business Days following the State's request for that information, unless the State agrees to a longer period of time in writing.

C. **Litigation Reporting**

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Participating Addendum or will have a material adverse effect on Contractor's ability to perform its obligations under this Participating Addendum, Contractor shall, if not prohibited by law, within 10 Business Days after being served, notify the State of such action and deliver copies of such pleading or document to the State's primary contact described in this Participating Addendum.

D. **Performance Outside the State of Colorado or the United States, C.R.S. § 24-102-206**

To the extent not previously disclosed in accordance with § 24-102-206, C.R.S., Contractor shall provide written notice to the State's primary contact described in this Participating Addendum, within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services under this Participating Addendum from a location outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Participating Addendum.

For purposes of this Section 5.D, the Parties understand and agree that the Services that may be acquired under this Participating Addendum will be performed outside the State of Colorado and/or the United States due to the inherent nature of such Services. As such, the State agrees that Contractor has satisfied the notice requirement set forth in this Section 5.D.

**6. CONFIDENTIAL INFORMATION-STATE RECORDS**

A. **Confidentiality**

Notwithstanding the requirements listed in § 8 of the Master Agreement, Contractor may use a Purchasing Entity's Confidential Information solely for purposes of improving Contractor's products and services.

Should Contractor receive a request from a governmental authority for access to, or otherwise be required by statute, decision, or judicial or administrative order, rule, or regulation to provide access to, a Purchasing Entity's Confidential Information, Contractor will provide the Purchasing Entity with notice prior to any such disclosure or access to the extent Contractor is permitted to provide such notice to the Purchasing Entity pursuant to the terms of the applicable statute, decision, or judicial or administrative order, rule or regulation.

B. **Amendment to Limitation of Liability Set Forth in § 44.f.a of the Master Agreement for Damages Arising Out of Misappropriation of Nonpublic Personal Information**



NOTWITHSTANDING THE LIMITATION ON DAMAGES SET FORTH IN § 44.f.a OF THE MASTER AGREEMENT, CONTRACTOR'S MAXIMUM LIABILITY FOR ALL DAMAGES UNDER AN INDIVIDUAL ORDER ARISING OUT OF THE MISAPPROPRIATION OF A PURCHASING ENTITY'S NONPUBLIC PERSONAL INFORMATION RESIDING IN SUCH A PURCHASING ENTITY'S SERVICES ENVIRONMENT, WHICH MISAPPROPRIATION IS CAUSED SOLELY BY CONTRACTOR, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THREE (3) TIMES THE TOTAL AMOUNTS PAYABLE TO CONTRACTOR FOR THE SERVICES UNDER THE APPLICABLE ORDER.

**7. CONFLICTS OF INTEREST**

Contractor represents that to the best of its knowledge and belief, this Participating Addendum does not give rise to an actual or potential conflict of interest, which would preclude it from performing Services under this Participating Addendum. Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of Services under this Participating Addendum. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State or a Purchasing Entity, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Participating Addendum or any Order.

During the performance of this Participating Addendum, Contractor agrees to identify any actual or potential conflicts of interest which may arise, and to work together with the State to manage, mitigate and avoid any such conflicts of interest in a manner that is mutually agreeable to the Parties and consistent with applicable laws and regulations.

**8. RESERVED**

**9. RESERVED**

**10. DISPUTE RESOLUTION**

**A. Initial Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Participating Addendum, or any Order to which the State is a party, which cannot be resolved by the designated Participating Addendum representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

**B. Resolution of Controversies**

If the initial resolution described in §10.A of this Exhibit A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Participating Addendum or any Order to which the State is a party by the State to the State Chief Purchasing Officer for resolution in accordance with the provisions of §§24-109-101, 24-109-106, 24-109-107, and 24-109-201 through 24-109-206 C.R.S., (the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the purchasing director, Contractor’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes (including, without limitation, the commencement of an action or filing of an appeal in state or federal courts). Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

**11. RIGHTS IN WORK PRODUCT**

Unless otherwise modified by another Exhibit to this Participating Addendum, the State shall have all rights to title and ownership granted to it by the Master Agreement.

**12. GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State’s risk management statutes, §§24-30-1501, *et seq.* C.R.S.

**13. GENERAL PROVISIONS**

**A. Binding Effect**

All provisions of this Participating Addendum, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective successors and assigns.

**B. Counterparts**

This Participating Addendum may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**C. Venue**

The Parties agree to submit to the exclusive jurisdiction of, and venue in, the federal and state courts located in the City and County of Denver, Colorado in any dispute arising out of or relating to this Participating Addendum.

**D. Modification**

Except as otherwise provided in this Participating Addendum, any modification to this Participating Addendum shall only be effective if agreed to in a formal amendment to this Participating Addendum, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Participating Addendum, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

E. Severability

The invalidity or unenforceability of any provision of this Participating Addendum shall not affect the validity or enforceability of any other provision of this Participating Addendum, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Participating Addendum in accordance with the intent of the Participating Addendum.

F. Survival of Certain Participating Addendum Terms

Any provision of this Participating Addendum that imposes an obligation after termination or expiration of the Participating Addendum shall survive the termination or expiration of the Participating Addendum and shall be enforceable by the other Party.

G. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under C.R.S. §§39-26-701, et seq.(Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Participating Addendum. Some Purchasing Entities may be subject to taxes for Orders, but in no event shall the State have liability to the Contractor for any such taxes.

H. Third Party Beneficiaries

Except for the Parties' respective successors and assigns permitted under this Participating Addendum, this Participating Addendum does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties, except for rights explicitly provided for Participating Entities or rights contained in an Order. Enforcement of this Participating Addendum and all rights and obligations hereunder are reserved solely to the Parties, except for rights explicitly provided for Participating Entities or rights contained in an Order. Any services or benefits which third parties receive as a result of this Participating Addendum are incidental to the Participating Addendum, and do not create any rights for such third parties, except for rights explicitly provided for Participating Entities or rights contained in an Order.

I. Additional Insured

The Contractor shall ensure that the State is added as an additional insured for all insurance required under the Master Agreement

J. Removal

The State reserves the right to request the immediate removal from engagements under this Participating Addendum of any of Contractor's employees, agents, or Subcontractors whom the State deems unacceptable or whose continued relation to this Participating Addendum is deemed by the State to be contrary to the public interest.

K. Entire Agreement

Notwithstanding anything to the contrary set forth in the Master Agreement, by placing an order under this Participating Addendum, each Purchasing Entity agrees that this Participating Addendum and any information that is incorporated by written reference into this Participating Addendum or the applicable Order (including reference to information contained in a URL or referenced policy), together with the applicable Order, are the complete agreement for the Services ordered by such Purchasing Entity and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

#### **14. COLORADO INFORMATION TECHNOLOGY SPECIFIC TERMS**

##### **A. Notification of Confidentiality Obligations**

Contractor shall require the Authorized Resellers, Subcontractors, and agents that will come into contact with a Purchasing Entity's Confidential Information to be bound by nondisclosure terms substantially equivalent to those set forth in the Master Agreement or this Participating Addendum.

##### **B. Protection of a Purchasing Entity's Content**

Contractor has adopted security controls and practices for the Services that are designed to protect the confidentiality, integrity, and availability of a Purchasing Entity's data that is hosted by Contractor in the Services. Contractor shall maintain such security controls and practices in accordance with its Hosting and Delivery Policies, a copy of which (current as of the effective date of the Master Agreement) is attached to the Master Agreement as Addendum 1. The Hosting and Delivery Policies are attached to the Master Agreement for reference purposes only and are subject to change at Contractor's discretion; however, Contractor's changes to the Hosting and Delivery Policies will not result in a material reduction in the level of performance, security or availability of the applicable Services provided to the Purchasing Entity for the duration of the Services Period.

##### **C. Data Center Region**

The data center region refers to the geographic region in which the Services Environment is physically located. Unless otherwise provisioned by a Purchasing Entity, the data center region in which a Purchasing Entity's Services Environment will reside is North America.

##### **D. End of Services**

Upon a Purchasing Entity's written request, once and upon termination, Contractor will provide the Purchasing Entity with a confirmation that the Purchasing Entity's "Your Content" in the Services Environment has been deleted or rendered inaccessible.

#### **15. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)**

Notwithstanding anything to the contrary in this Participating Addendum, these in the event of a conflict, these special provisions shall supersede and control over all terms of the Master Agreement and all other terms of this Participating Addendum.

##### **A. CONTROLLER'S APPROVAL. C.R.S. §24-30-202(1).**

This Participating Addendum shall not be valid until it has been approved by the Colorado State Controller or designee.

**B. FUND AVAILABILITY. C.R.S. §24-30-202(5.5).**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

No term or condition of this Participating Addendum shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

**D. INDEPENDENT CONTRACTOR**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Participating Addendum. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

**E. COMPLIANCE WITH LAW.**

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Participating Addendum. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Participating Addendum, to the extent capable of execution.

**G. BINDING ARBITRATION PROHIBITED.**

The State does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Participating Addendum or incorporated herein by reference shall be null and void.

**H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Participating Addendum shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Participating Addendum and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Participating Addendum, including, without limitation, immediate termination of this Participating Addendum and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. C.R.S. §§24-18-201 and 24-50-507.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Participating Addendum. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. VENDOR OFFSET. C.R.S. §§24-30-202(1) and 24-30-202.4.**

Subject to C.R.S. § 24-30-202.4(3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in C.R.S. §39-21-101, et seq.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**K. PUBLIC CONTRACTS FOR SERVICES. C.R.S. §8-17.5-101, et seq. [*Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*]**

Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Participating Addendum and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Participating Addendum, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to C.R.S. §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Participating Addendum or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Participating Addendum. Contractor (i) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Participating Addendum is being performed, (ii) shall notify the Subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Participating Addendum, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or C.R.S. §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Participating Addendum for breach and, if so terminated, Contractor shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. §24-76.5-101, et seq.**

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. §24-76.5-101 et seq., and (iii) has produced one form of identification required by C.R.S. §24-76.5-103 prior to the effective date of this Participating Addendum.

## **PARTICIPATING ADDENDUM EXHIBIT B, SERVICE AND PRICE LIST**

The specific Services that may be acquired under the Master Agreement are as set forth in Attachment B (Oracle Cloud Services – Overview) and Attachment C (Cost Schedule) of the Master Agreement, copies of which are attached hereto.



## **Attachment B**

### **Oracle Cloud Services – Overview**

Oracle Cloud is the industry's broadest and most integrated public cloud. It offers best-in-class services across software as a service ("SaaS"), platform as a service ("PaaS"), and infrastructure as a service ("IaaS"), and even lets you put Oracle Cloud in your own data center. Oracle Cloud helps organizations drive innovation and business transformation by increasing business agility, lowering costs, and reducing IT complexity. More detailed information is available at <http://cloud.oracle.com> and <http://oracle.com/cloud>.

Oracle's SaaS offerings under the Master Agreement include Oracle's RightNow, Taleo Cloud, Primavera Cloud, Social Relationship Management, Fusion Cloud, Financial Services Cloud and related services.

Oracle's PaaS and IaaS offerings under the Master Agreement include Oracle's current non-metered PAAS and IAAS Cloud and related services.

Oracle may offer under the Master Agreement additional SaaS, PaaS, and IaaS solutions that are generally available and offered to Oracle customers in the normal course of business.

## Attachment C – Cost Schedule

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**Cloud Solutions By Category.** Specify *Discount Percent %* Offered for products in each category. Highest discount will apply for products referenced in detail listings for multiple categories. Provide a detailed product offering for each category.<sup>1</sup>

<b>Software as a Service</b>	<b>Discount % <u>9.77</u></b>
<b>Infrastructure as a Service</b>	<b>Discount % <u>9.77</u></b>
<b>Platform as a Services</b>	<b>Discount % <u>9.77</u></b>
<b>Value Added Services</b>	<b>Discount % <u>N/A</u></b>

**Note – These discount apply to net new cloud services.**

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**Additional Value Added Services:**

**Maintenance Services**

<b>Onsite Hourly Rate \$</b>	<b><u>N/A</u></b>
<b>Remote Hourly Rate \$</b>	<b><u>N/A</u></b>

**Professional Services**

<input type="checkbox"/>	<b>Deployment Services</b>	<b>Onsite Hourly Rate \$</b>	<b><u>N/A</u></b>
		<b>Remote Hourly Rate \$</b>	<b><u>N/A</u></b>
<input type="checkbox"/>	<b>Consulting/Advisory Services</b>	<b>Onsite Hourly Rate \$</b>	<b><u>N/A</u></b>
		<b>Remote Hourly Rate \$</b>	<b><u>N/A</u></b>
<input type="checkbox"/>	<b>Architectural Design Services</b>	<b>Onsite Hourly Rate \$</b>	<b><u>N/A</u></b>
		<b>Remote Hourly Rate \$</b>	<b><u>N/A</u></b>
<input type="checkbox"/>	<b>Statement of Work Services</b>	<b>Onsite Hourly Rate \$</b>	<b><u>N/A</u></b>
		<b>Remote Hourly Rate \$</b>	<b><u>N/A</u></b>

**Partner Services**

<b>Onsite Hourly Rate \$</b>	<b><u>N/A</u></b>
<b>Remote Hourly Rate \$</b>	<b><u>N/A</u></b>

**Training Deployment Services**

<b>Onsite Hourly Rate \$</b>	<b><u>N/A</u></b>
<b>Online Hourly Rate \$</b>	<b><u>N/A</u></b>

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<sup>1</sup> Oracle's SaaS offerings under the Master Agreement include Oracle's RightNow, Taleo Cloud, Primavera Cloud, Social Relationship Management, Fusion Cloud, Financial Services Cloud, and related services. Oracle's PaaS and IaaS offerings under the Master Agreement include Oracle's current non-metered PaaS and IaaS Cloud and related services. Oracle may offer under the Master Agreement additional SaaS, PaaS, and IaaS solutions that are generally available and offered to Oracle customers in the normal course of business.