

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

Master Agreement #: AR2487

Contractor: **ORACLE AMERICA INC.**

Participating Entity: **STATE OF ALABAMA**

Oracle America, Inc. ("**Oracle**") and the State of Utah, Division of Purchasing, are parties to that certain NASPO ValuePoint Master Agreement for Cloud Solutions, effective March 1, 2017 (contract # AR2487, the "**Master Agreement**"). This Participating Addendum (this "**Addendum**" or "**PA**") to the Master Agreement is between Oracle, as Contractor, and the **State of Alabama** (the "**Participating State**" or "**State**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Master Agreement.

Included Products and/or Services:

The following products and/or services are included in this Addendum:

The Oracle Cloud Services described on Attachment B to the Master Agreement, as it may be amended.

*As a general description, Oracle offers several categories of cloud services, including software as a service ("**SaaS**"), platform as a service ("**PaaS**"), and infrastructure as a service ("**IaaS**"). 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.*

For the avoidance of doubt, in the event of any inconsistency between the cloud services described above, and those listed in Attachment B to the Master Agreement, the description in Attachment B to the Master Agreement shall control.

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers **Cloud Solutions** led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, public institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Alabama (each a "**Purchasing Entity**"). Private institutions and non-profit entities are excluded. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.



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3. Term: Orders may be placed under this Addendum for the period commencing upon the Effective Date (as defined below) and ending on the earliest of (i) the date of expiration or termination of the Master Agreement, and (ii) the date of expiration or termination of this Addendum.
4. Access to Cloud Solutions Services Requires State CIO Approval: State executive branch agencies which are subject to the authority and prior approval of the Alabama Secretary of Information Technology, in his or her role as State Chief Information Officer (CIO), must obtain such approval prior to making purchases from the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions. Depending upon the architecture of any particular implementation at such executive branch agencies, approval may be dependent upon compliance with State of Alabama IT Policies, which are posted at <https://oit.alabama.gov/governance-library/> and which may be subject to change at Customer's discretion.
5. Vendor Management Program. The Office of Information Technology ("OIT") operates an OIT vendor management program for certain strategic vendors. Contractor is not a participant in the vendor management program as of the effective date of this Addendum, however in the future OIT in its sole discretion may invite Contractor to participate. In such event, Contractor's participation will be subject to a mutually-agreed written amendment to this Addendum describing the program and the parties' obligations associated with the program.
6. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Celeste Martinez, Contracts Manager
Address:	1910 Oracle Way, Reston, VA 20190
Telephone:	703-364-0461
Fax:	
Email:	celeste.martinez@oracle.com

Participating Entity

Name:	Jennifer Loretz, Senior Buyer
Address:	100 N. Union Street, Montgomery, AL 36104
Telephone:	334-242-7250
Fax:	
Email:	Jennifer.loretz@purchasing.alabama.gov

7. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

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[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

a. Changes to Data Processing Agreement

Customer acknowledges that Contractor may from time to time change the terms of the Data Processing Agreement. Notwithstanding anything to the contrary in the Master Agreement, the version of the Data Processing Agreement applicable to Your Order (a) is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your Order.

b. DATA PROCESSING AGREEMENT - INCIDENT MANAGEMENT AND BREACH NOTIFICATION

Any notification of a Personal Information Breach, as defined in the Data Processing Agreement, will be sent to:

- (1) the Purchasing Entity's contact for notices as specified in the affected Order, *and*
- (2) the Alabama Secretary of Information Technology via email to legal@oit.alabama.gov.

c. Choice of Law, Venue:

This Participating Addendum and all Orders entered into pursuant to its terms will be governed by the laws of the State of Alabama.

d. Immigration:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

e. Open Trade/No Boycott:

For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

f. Dispute Resolution:

See Section 10 (Defaults and Remedies) in Attachment A to the Master Agreement. The parties also acknowledge and understand that if Oracle seeks monetary payments from State for claims arising from an Order entered into under this Addendum, applicable law may require processing of such payments via the Alabama State Board of Adjustment ("ASBoA") where the ASBoA has jurisdiction over such claims. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to consider utilizing other forms of non-binding alternative dispute resolution including, but not limited to, mediation.

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g. Conflict of Law:

See Section 44.k.i (located under Additional Terms and Conditions: Miscellaneous) of Attachment A to the Master Agreement.

h. Indemnification:

See Section 13 (Indemnification) in Attachment A to the Master Agreement. Contractor acknowledges the State is prohibited from contractually agreeing to indemnifying the Contractor.

i. Assignment:

See Section 5 (Assignment/Subcontracts) of Attachment A to the Master Agreement.

j. Not to Constitute a Debt to the State; Non-appropriation of Funds:

(1) The terms and commitments contained in this Addendum shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

(2) For the avoidance of doubt, and notwithstanding subsection j(1), the State represents that the performance and payment obligations assumed by the State under this Addendum and Orders entered into by the State pursuant to this Addendum are not intended to be, and shall not be construed to be, debts or payments or obligations that are prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

(3) For the avoidance of doubt, and notwithstanding subsection j(1), the Purchasing Entity represents that the performance and payment obligations assumed by the Purchasing Entity under Orders entered into by such Purchasing Entity pursuant to this Addendum are not intended to be, and shall not be construed to be, debts or payments or obligations that are prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

(4) Non-appropriation of Funds. A Purchasing Entity's obligation pursuant to a particular Order shall cease immediately without penalty or future payment being required if, in any fiscal year, the state legislature funding source fails to appropriate funds for purchase; provided, however, that: (1) with each executed Order, the Purchasing Entity must have provided both of the following: (a) a signed Ordering Document referencing this Participating Addendum, and (b) a purchase order; and (2) the Purchasing Entity's signature on an Ordering Document referencing this Participating Addendum and issuance of such a purchase order shall signify to Oracle that all funds for the Order have been fully appropriated and are available and no longer subject to any appropriations contingency. Notwithstanding the foregoing, the Purchasing Entity agrees to pay for all programs ordered and services performed by Oracle prior to Oracle's receipt of the Participating Entity's notice of non-appropriations.

k. Disclosure Statement:

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award. For clarification purposes, the disclosure statement is to be completed and filed with each Order made pursuant to this Addendum, and no additional disclosure statement is required for this Addendum.

l. Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1.0% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, Purchasing Entity, sales paid amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

October, November, December – Due by January 20th
January, February, March – Due by April 20th
April, May, June – Due by July 20th
July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" via electronic payment to: Alabama Department of Finance.

m. Electronic Payments:

Vendors must accept multiple forms of electronic payment at no additional cost to the State. The permitted forms of electronic payment are limited to credit cards issued by the State, P-cards issued by the State, and EFT. Virtual credit cards are not permitted. Oracle will accept other electronic forms of payment only as permitted by its payment policies, and is under no obligation to accept other forms of electronic payment.

n. Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3, Code of Alabama 1975, and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

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o. Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

p. State Purchasing Vendor Expo:

Contract holders are required to attend the Vendor Expo in the initial year of this agreement (2021). Participation is optional for the remainder of the contract term.

8. Subcontractors: All contactors, dealers, and resellers authorized in the State of Alabama, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
9. Orders: Any Order placed by an Entity or a Purchasing Entity for a product and/or service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement and this Addendum, unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

Orders and payments may be made directly to Oracle. Orders are to be submitted as directed to Oracle's sales representative. After the contents of an Ordering Document have been mutually agreed upon, Oracle and the Purchasing Entity shall sign the Ordering Document, and payments shall be submitted in accordance with such Ordering Document and applicable Oracle invoice. *For purposes of clarification, no resellers are authorized under this Addendum.*



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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Alabama	Contractor: Oracle America, Inc.
Signature: 	Signature: 
Name: Michael A. Jones	Name: Elizabeth Hwang
Title: State Purchasing Director	Title: Director, Public Sector Contracts
Date: 8/30/21	Date: 27-Aug-2021 11:05 AM PDT

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

**AMENDMENT ONE TO THE PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
Cloud Solutions
Master Agreement # AR2487
AL MA 999 2100000321**

PARTICIPATING STATE: STATE OF ALABAMA

This amendment ("**Amendment One**") is entered into as of February 8, 2022 (the "**Amendment Effective Date**") by and between the State of Alabama ("**Participating State**" or "**State**"), and Oracle America Inc. ("**Contractor**") (Participating State and Contractor are, at times, referred to individually as a "**Party**" or together as the "**Parties**") to amend the Participating Addendum (the "**Addendum**" or "**PA**" (Oracle reference number US-GMA-1301562 (AR2487)_PA_AL) to NASPO ValuePoint Master Agreement for Cloud Solutions #AR2487 (the "**Master Agreement**").

The parties agree to amend the Addendum as follows:

1. Section 7.I. Administrative fee:

Delete section 7.I in its entirety and replace with the following:

"Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1.0% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 30th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 30th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, Purchasing Entity, sales paid amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 30th
January, February, March – Due by April 30th
April, May, June – Due by July 30th
July, August, September – Due by October 30th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658"

Subject to the modifications herein, the Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment One as of the Amendment Effective Date.

Oracle America Inc.

STATE OF ALABAMA

By: DocuSigned by:
Elizabeth Hwang
678139064A374EB...

By: Michael A. Jones

Name: Elizabeth Hwang

Name: Michael A. Jones

Title: Director, Pub Sect Contracts

Title: Purchasing Director

Date: 08-Feb-2022 | 6:35 AM PST

Date: 2/8/22