

PARTICIPATING ADDENDUM



CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

Master Agreement #: AR2487

Contractor: **ORACLE AMERICA INC.**

Participating Entity: **STATE OF TENNESSEE**

The following products or services are included in this Participating Addendum (“**Participating Addendum**” or “**Addendum**”):

- *All products and services listed in the Master Agreement Attachment B.*

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 Tennessee authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.
2. Participation. This Addendum and the Master Agreement may be used by Purchasing Entities, as defined in this section. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

This Contract establishes a source or sources of supply for all Tennessee State Agencies. “**Tennessee State Agency**” refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all products and services ordered under this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract (the “**Purchasing Entities**”):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Purchasing Entities may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies, subject to the terms and conditions of this Contract. The State is not responsible or liable for the transactions between the Contractor and Purchasing Entities.

3. Access to Cloud Solutions Services Requires State CIO Approval. Unless otherwise stipulated in this Participating Addendum, specific services ordered under the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions (the “**Master Agreement**”) by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer’s Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.



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Contractor has no obligation to seek or independently verify such approvals and shall be entitled to rely upon representations from executive branch agencies regarding the existence of such approvals. By placing an Order under this Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with and breach(es) of such terms and conditions.

4. Term. Orders may be placed under this Addendum for the period commencing upon the Effective Date (as specified below) and ending on the earliest of the following: (i) thirty-six (36) months after the Effective Date; (ii) the date of expiration or termination of the Master Agreement, or (iii) the date of expiration or termination of this Addendum. See sections 21 (Term of Participating Addendum), 22 (Renewal Options), and 23 (Participating Addendum Term Extension) of Attachment A below regarding renewals and extensions of Term of this Addendum.
5. 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
Email:	celeste.martinez@oracle.com

Participating Entity

Name:	Michael Gross, Category Specialist
Address:	312 Rosa L. Parks Avenue, Nashville, TN 37243
Telephone:	(615) 507-6227
Fax:	(615) 741-0684
Email:	michael.d.gross@tn.gov

6. 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.
 The following changes are modifying or supplementing the Master Agreement terms and conditions.

This Participating Addendum with Tennessee State Supplemental Terms and Conditions attached hereto as Attachments A and C, are hereby incorporated into and made part of this Addendum.

7. Orders.
 - a. Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement and this 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

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Addendum unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

b. 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 the Purchasing Entity shall issue a Purchase Order for such order. For purposes of clarification, no resellers are authorized under this Addendum.

8. Entire Agreement.

a. By placing an Order under this Addendum, each Purchasing Entity agrees that this Addendum and any information that is incorporated by written reference into this Addendum or the applicable Ordering Document (including reference to information contained in a URL or referenced policy), together with the Master Agreement, the applicable Ordering Document and the State's Purchase 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.

b. It is expressly agreed that the terms of this Addendum and any Order (which may include a Statement of Work for Order for Cloud-related service offerings) shall supersede the terms in any purchase order, invoice, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Services ordered.

In the event of any inconsistencies between the terms of:

- (i) this Addendum;
- (ii) an Order; and
- (iii) the Master Agreement, including its exhibits;

the order of precedence shall be (i), then (ii), then (iii); provided however that the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in this Addendum or an Order. The version of the Data Processing Agreement applicable to an Order is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing>, and will remain in force during the Services Period of such Order. You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Data Processing Agreement (and certain other Services Specifications made available by Oracle) at www.oracle.com/corporate/contracts/cloud-services.



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

Participating State: State of Tennessee	Contractor: Oracle America, Inc.
Signature: Michael F. Perry - JDG <small>Digitally signed by Michael F. Perry - JDG DN: cn=Michael F. Perry - JDG, o=Department of General Services, ou=CPO, email=josh.gaddy@tn.gov, c=US Date: 2022.06.23 07:23:36 -05'00'</small>	Signature: <small>DocuSigned by: Pei Chu D05BDBB/A38A0468...</small>
Name: Michael F Perry - JDG	Name: Pei Chu
Title: Chief Procurement Officer	Title: Contracts Specialist IV
Date: 6/23/2022	Date: 22-Jun-2022 1:34 PM PDT

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

Effective Date: June 28, 2022 [to be completed pursuant to section 1
 (Required Approvals) of Attachment A below]

State of Tennessee
("State," "Participating State")

NASPO ValuePoint Cloud Solutions 2016-2026
All references to "Contract" hereinbelow shall collectively refer to
the "Participating Addendum", which incorporates the
"Supplemental Terms and Conditions"

Supplemental Terms and Conditions



Standard Terms and Conditions

1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. The required approvals shall be evidenced by the combination of (i) the State's Chief Procurement Officer's signature on the signature page of the Participating Addendum, together with (ii) a written notice from the State's Central Procurement Office designee that all required approvals as described above have been secured by the State.
2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials. The effective date of each written amendment shall be specified in writing on such amendment and shall be a date by which all appropriate State officials will have approved of such amendment. The required approvals shall be evidenced by the combination of (i) the State's Chief Procurement Officer's signature on the signature page of the amendment, together with (ii) a written notice from the State's Central Procurement Office designee that all required approvals as described above have been secured by the State.
3. Subject to Funds Availability. Each Order under the Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Purchasing Entity reserves the right to terminate the affected Order upon written notice to the Contractor. The Purchasing Entity's exercise of its right to terminate such Order(s) shall not constitute a breach of Contract by the Purchasing Entity. Notwithstanding

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the foregoing, (a) for each of the 12-month terms of the applicable Order, the Purchasing Entity must provide a purchase order, and (b) issuance of each such 12-month purchase order shall signify that all funds for the given 12-month term have been fully appropriated and encumbered. Purchasing Entity agrees to pay for all services performed by Oracle pursuant to an Order prior to Oracle's receipt of Purchasing Entity's notice of termination due to non-appropriations.

4. Termination for Convenience. Either party may terminate this Contract for convenience without cause and for any reason. Either party shall give the other party at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the mere exercise of a party's right to terminate this Contract for convenience relieve the other party of any liability to the first party for any damages or claims arising under this Contract. Notwithstanding the foregoing, termination of the Contract shall not automatically terminate any executory Order(s) placed under the Contract prior to such termination and such Order(s) shall continue to be governed by the terms and conditions of this Contract, unless terminated under their own terms and conditions.
5. Termination for Cause. If a party materially fails to properly perform its obligations under this Contract in a timely or proper manner, or if a party materially violates any terms of this Contract ("Breach Condition"), then the other party shall have the right to terminate the Contract if the first party fails to cure such Breach Condition within 30 days after receiving written notice from the non-breaching party specifying the alleged Breach Condition. In no event shall the mere exercise of a party's right to terminate this Contract for breach pursuant to this paragraph relieve the other party of any liability to the terminating party for any damages or claims arising under this Contract. Notwithstanding the foregoing, termination of the Contract shall not automatically terminate any executory Order(s) placed under the Contract prior to such termination and such Order(s) shall continue to be governed by the terms and conditions of this Contract, unless terminated under their own terms and conditions. Where the State is the party terminating an Order, then upon such termination, the State may withhold payments in excess of compensation for completed services under the terminated Order
6. Assignment and Subcontracting. The Contractor shall not assign this Contract except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Oracle, without the prior written approval of the State. The Contractor shall be the prime contractor and responsible for its and its subcontractors' compliance with the terms and conditions of this Contract.
7. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.
8. Nondiscrimination. The Contractor hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the basis of any classification protected by federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination

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9. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be subject to the remedies specified in Tenn. § 12-3-309.
 - a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment C semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records related to compliance with this paragraph for its employees used in the performance of this Contract. Such Contractor records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State; and State shall conduct such reviews in a manner that does not unreasonably interfere with Contractor's business operations.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
10. Records. The Contractor shall maintain documentation for all charges in accordance with section 26 (Records Administration and Audit) of Attachment A to the Master Agreement.
11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives. Notwithstanding anything in the prior sentence and for the purposes of clarity, it is the intent of the parties hereto that this Section 11 is only meant to extend those rights otherwise set forth in this Participation Addendum, the Master Agreement and the Data Processing Agreement to the State, the Comptroller of the Treasury, or their duly appointed representatives, and shall not afford the parties any rights in addition to those already provided elsewhere in the Participation Addendum, the Master Agreement or the "Audit Rights" section of the Data Processing Agreement.

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12. Progress Reports. If requested by State and upon specific discussion regarding information requested, the Contractor shall submit brief, periodic, progress reports.
13. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
14. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
15. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance.
16. Limitations of Liability.
 - a. Generally. The provisions of section 44.f in Attachment A to the Master Agreement shall limit the liability of the parties, except as provided in this section [X], below.
 - b. Pursuant to Tenn. Code Ann. section 12-3-701(b)(3), the provisions of section 44.f in Attachment A to the Master Agreement and this section [X] of the Participating Addendum shall not be deemed to limit liability for claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
17. Hold Harmless. Contractor ("**Indemnitor**") shall defend and indemnify the Purchasing Entity ("**Indemnitee**") against any and all claims of bodily injury (including wrongful death) and/or tangible personal property damage resulting from negligent or intentionally wrongful actions or omissions of the Indemnitor or a person employed by the Indemnitor (i.e., as an employee or independent contractor) while performing or participating in services under an Ordering Document at Indemnitee's site, if such actions or omissions were not proximately caused by the action or omission of the Indemnitee or any third party; provided however, that (i) the Indemnitee notifies the Indemnitor within thirty (30) days of the Indemnitee's receipt of a claim; (ii) to the extent permitted by law, the Indemnitor has sole control of the defense and all related settlement negotiations, provided that selection of counsel is subject to the approval and consent of the Tennessee Attorney General, such approval and consent not to be unreasonably withheld; and (iii) the Indemnitee gives the Indemnitor the information, authority and reasonable assistance necessary to perform the above (reasonable out-of-pocket expenses incurred by the Indemnitee in providing such assistance will be reimbursed by the Indemnitor). As used in this Section, the term "tangible personal property" shall not include software, documentation, data or data files. The Indemnitor shall have no liability for any claim of bodily injury and/or tangible personal property damage arising from use of software or hardware. **This Section 17 states Indemnitor's entire liability and the Indemnitee's exclusive remedy for third-party claims and third-party damages for bodily injury and property damage.**

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18. HIPAA Compliance. The parties agree that the State will not utilize the services offered by Contractor to store, process or transmit protected health information ("PHI") that is regulated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), unless expressly specified in an ordering document. Where an ordering document expressly specifies that the State will utilize the services with PHI, the obligations regarding such PHI will be specified in the ordering document (e.g., a Business Associate Agreement, as contemplated by HIPAA).
19. Tennessee Consolidated Retirement System. RESERVED.
20. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
21. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, and its current Section 16 officers:
 - a. are not presently debarred, suspended, proposed for debarment, from transactions covered by this Addendum by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Addendum, after all appeals have been exhausted, been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Addendum had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide prompt written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d. Notwithstanding the foregoing, for purposes of this Section 4, Contractor's certification: (i) is limited to Oracle America, Inc. ("Oracle"), its Section 16 officers, and the actions of its acquired companies after the dates of their acquisition; (ii) is limited to matters which might impact Oracle's ability to provide Cloud Solutions to the State; and (iii) with respect to governmental entities, encompasses only the U.S. federal government and governmental entities of the State of Tennessee and excludes any confidential investigations that may exist at any time.

22. Force Majeure. See section 12 (Force Majeure) of Attachment A to Master Agreement.
23. State and Federal Compliance. See section 17 (Laws and Regulations – Compliance with Laws) of Attachment A to Master Agreement.

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24. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission (to the extent required by applicable law) or the state or federal courts of competent jurisdiction in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 – 408 to the extent applicable by law. Notwithstanding anything in this Contract to the contrary, any provision or provisions in this Contract shall not apply to the extent that they are finally determined by a court of competent jurisdiction, including appellate review, if pursued, to violate the laws or Constitution of the State of Tennessee.
25. Entire Agreement. See section 8 (Entire Agreement) of the Addendum above.
26. Severability. The terms and conditions of this Contract are severable, such that if any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect, and the terms and conditions found to be invalid and/or unenforceable shall be replaced with terms and conditions consistent with the purpose and intent of the Contract.
27. Headings. Section headings of this Contract are intended for reference purposes only and shall not be construed on their own as part of the terms and conditions within this Contract.
28. Incorporation of Additional Documents. See section 8 (Entire Agreement) of the Addendum above.
29. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106 as of the effective date of this Contract.
30. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.
31. Confidentiality of Records and Information. See section 8 (Confidentiality, Non-Disclosure, and Injunctive Relief) of Attachment A to Master Agreement.

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Special Terms and Conditions

1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
2. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be nine million four hundred thirty five thousand dollars (\$9,435,000) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
3. Travel Compensation. Except as otherwise specified in an Ordering Document, the Contractor/Partner shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging. Any travel compensation specified in an Ordering Document shall be subject to amounts and limitations specified in the current "State Comprehensive Travel Regulations." The Contractor must include (in addition to other invoice requirements in this Contract) a complete itemization of requested travel compensation and appropriate documentation and receipts as required by the "State Comprehensive Travel Regulations."
4. Statement of Work. Orders placed under this Contract for Cloud Services-related consulting and other professional services may include a Statement of Work (SOW) incorporated as part of the Order executed between the Contractor and the State Agency or Purchasing Entity.
5. Invoice Requirements. The Contractor shall invoice the State for products and services ordered under the Contract. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Ordering Document and the Prompt Payment Act of 1985. Any questions concerning payment should be addressed to the "bill to" agency and not to the Central Procurement Office.
 - a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Customer account name: State Agency & Division Name;
 - (4) Contractor name;
 - (5) Contractor Tennessee Edison registration ID number;
 - (6) Contractor contact for invoice questions (name, phone, or email);
 - (7) Contractor remittance address;
 - (8) Description of ordered products or services provided and invoiced, including identifying information as applicable;
 - (9) Number of ordered units, increments, hours, or days as applicable, of each products service invoiced;
 - (10) Amount due of the ordered products or service; and
 - (11) Total amount due for the invoice period.
 - b. Contractor's invoices shall:

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- (1) Only include charges for ordered products or services in accordance with the applicable Order;
 - (2) Shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
6. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this contract between the Contractor and the State of Tennessee, any undisputed amounts that are due and payable to the State of Tennessee by the Contractor. In the event of any disputed amounts payable to the State of Tennessee, the parties will endeavor to resolve the dispute in accordance with the provision in Section 10 (Defaults and Remedies) of Attachment A to the Master Agreement prior to any deductions being made under this Section.
7. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
 - a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH.
 - b. The Contractor shall provide to the State the federal W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number referenced in the Contractor's Edison registration information.
8. State Ownership of Goods. RESERVED.
9. Intellectual Property Indemnity. See section 13 (Indemnification) of Attachment A to Master Agreement.
10. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the scope of this Contract but were not included in the original Contract. Such lines, items, or options will be added to the Contract only through a writing signed by the duly authorized representatives of the parties (a "Memorandum of Understanding" or "MOU").
 - a. After the Contractor receives a written request from the State to add lines, items, or options, the Contractor shall provide a written response within a reasonable time that may include:
 - (1) The effect, if any, of adding the lines, items, or options regarding services within the scope of the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
 - b. Upon execution of the MOU by both the State and the Contractor, the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

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- c. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options described in the MOU.
11. Warranties. Contractor's warranties are provided with respect to the services provided pursuant to an Order under the Contract, and are described in section 31 (Warranties, Disclaimers, and Exclusive Remedies) of Attachment A to the Master Agreement.
12. Extraneous Terms and Conditions. See section 8 (Entire Agreement) of the Addendum above.
13. Contractor Hosted Services Confidential Data, Audit, and Other Requirements. For purposes of this "Contractor Hosted Services Confidential Data, Audit, and Other Requirements" section, the following requirements are current as of the Effective Date and will apply to all orders unless otherwise stated.
 - a. "Confidential State Data": shall mean "Your Content" as defined in Section 2 (Definitions) of Attachment A to the Master Agreement. For the avoidance of doubt, the definition of Your Content includes data that is in the custody of the Purchasing Entity or the Purchasing Entity's Users, to the extent that such data is run on or through the Services Environment by the Purchasing Entity or the Purchasing Entity's Users. The Confidential State Data shall be protected as follows:
 - (1) Data Location.
 - (i) **For SaaS Services**. Unless otherwise specified in the applicable Order, the Oracle SaaS Public Cloud Services acquired under this Addendum will be provisioned in a data center located in the continental United States. Notwithstanding the foregoing, some ancillary component(s) of the Oracle SaaS Public Cloud Services may be in data centers within the North American data center region.
 - (ii) **For IaaS/PaaS services**. Other than the U.S. Government Data Center, the State may select the location of Confidential State Data, inclusive of backup data, from the available Oracle data centers as chosen in the applicable Purchasing Entity's Cloud portal or console by Purchasing Entity's account administrator
 - (iii) If the State purchases services to be run in a U.S. Government Data Center, then Confidential State Data, inclusive of backup data, will be housed in an Oracle data center located in the continental United States.
 - (2) Encryption.
 - (i) **For SaaS Services**. The Contractor shall encrypt Confidential State Data at rest and in transit over external or public networks using secure protocols that align with the Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
 - **Encryption in Transit**: Oracle Cloud offers several standard encryption technologies and options to protect data while in transit or at rest. For network transmission, customers may choose to use secure protocols (such as TLS) to protect their data in transit over public networks. Please refer to Section 1.5 (User Encryption for External

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Connections) of the Oracle Cloud Hosting and Delivery Policies for additional information.

- **Encryption at Rest:** Transparent Database Encryption, (TDE) encrypts the data tablespace so that data is encrypted while “at-rest” on the file system. The encryption key strength and algorithm used for tablespace keys is AES128 and for Master Encryption keys is AES256.
- (ii) **For IaaS/PaaS services.** The Contractor provided “Cloud Tooling” shall provide the capability for the State to encrypt All Confidential State Data at rest and in transit using Federal Information Processing Standard (“FIPS”) 140-2 validated encryption technologies. AES is FIPS approved Cryptographic algorithms.
- (3) The Contractor and the Contractor’s processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization (“ISO”) 27001; (ii) Federal Risk and Authorization Management Program (“FedRAMP”); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”) for a System and Organization Controls for service organizations (“SOC”) Type II audit. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor or provide the State with the Contractor’s annual SOC Type II audit report.
- If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor shall provide a bridge letter to address the requirement.
- (4) Security standard. No additional funding shall be allocated for Contractor’s audit or reporting activities that are performed as part of its standard security policies and practices for cloud services made generally available to its commercial customers, as these activities are included in the Estimated Liability of this Contract.
- (5) Penetration tests and vulnerability assessments.

(i) **For SaaS Services.** If available for the SaaS Cloud Services acquired under the applicable Order, Oracle will share with the State upon the State’s written request (no more than once annually during the Services Period of such Order) the results of application vulnerability assessment(s) performed by an independent third party in summarized form (the “Application Vulnerability Assessment Report(s)”). The State shall protect Oracle’s Application Vulnerability Assessment Report(s) and all information contained therein as Oracle’s Confidential Information in accordance with the terms of the Contract. The State acknowledge and agree that (i) the State may use the Application Vulnerability Assessment Report(s) only to evaluate the security of the applicable Cloud Services acquired under the applicable Order, (ii) the Application Vulnerability Assessment Report(s) are provided without any warranty, (iii) Oracle retains all rights in the Application Vulnerability Assessment Report(s), and (iv) nothing in this section requires Oracle to perform any application vulnerability assessments.

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(ii) **For IaaS/PaaS Services.** With respect to the Oracle PaaS and IaaS Cloud Services acquired under the applicable Order, the Oracle Cloud Security Testing Policy describes when and how the State may run vulnerability and penetration tests of specified components that the State manage through or introduce into the applicable Services. Oracle's testing is confirmed in the third-party attestation of the SOC II report. Nothing in this section will be deemed to permit any penetration or vulnerability testing of any Oracle SaaS Cloud Services or of any components or portions of Oracle PaaS and IaaS Cloud Services other than the components specified in the Oracle Cloud Security Testing Policy.

(6) Copying of data.

(i) **For SaaS Services.** Contractor does not provide data extracts, however, the State may choose to utilize in-application (for select SaaS Services) APIs to create data extracts.

(ii) **For IaaS/PaaS Services.** The State may, at any time, make a copy of all Confidential State Data it has loaded in the Oracle Cloud.

(7) Deletion of data. Upon termination of this Contract and in consultation with the State, the Contractor shall delete all Confidential State Data it holds (including any copies such as backups) in accordance with Contractor's cloud policies and procedures. Contractor's media sanitation procedure establishes guidelines based on recommendations of the National Institute of Standards and Technology (NIST) for secure erasure of data from disk and tape media in Contractor cloud data centers. This procedure addresses scenarios such as end of life systems, system repair and re-use, and vendor replacement in conjunction with associated safe data handling.

(i) **For SaaS Services.** Pursuant to the Oracle Cloud Suspension and Termination Policies (contained in the Oracle SaaS Public Cloud Services Pillar Document), customers can work with Oracle Support to acquire a confirmation that their Content has been deleted.

(ii) **For IaaS/PaaS Services.** See the Oracle Cloud Suspension and Termination Policy (contained in the Oracle Cloud Hosting and Delivery Policies) and the "Data Destruction" Section of the Oracle Cloud Infrastructure Security Architecture document (for informational purposes, the version as of Effective Date is located at <https://www.oracle.com/security/cloud-security>).

b. Minimum Requirements.

- (1) The data centers used by the Contractor to host Confidential State Data shall either (a) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (b) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The Contractor shall provide upon request proof of current ISO certification or FedRAMP authorization for the Contractor or provide the State with the Contractor's and annual SOC Type II audit report.

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- (2) The Contractor agrees to run the cloud services on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If an application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with supported versions of the Operating System and application to help ensure that security vulnerabilities are not introduced.

c. **Business Continuity Requirements.**

- (1) **For SaaS Services.** Contractor has a comprehensive continuity of business (COB) program that is designed to enable the continuity of internal operations in the event of natural or manmade disasters. The COB addresses emergency response, crisis management, business process continuity, and technology recovery, among other elements. The COB is implemented as part of Contractor's company-wide security policies, which are based on the ISO 27000 Family of Standards. Contractor's COB plans and procedures are confidential and not available for release to customers or third parties, nor are customers invited to participate in testing exercises Please see the Oracle Cloud Service Continuity Policy (contained in the Oracle SaaS Public Cloud Services Pillar Document).

Oracle's SaaS Disaster Recovery Plans are tested on an annual basis. The tests cover tabletop exercises, application recovery tests, remote access tests, data center failover tests etc. The DR Evidence Document i.e., the Test Reports are made available to the customer upon request

- (2) **For IaaS/PaaS Services.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Please see the Oracle Cloud Service Continuity Policy (contained in the Oracle PaaS and IaaS Public Cloud Services Pillar Document).
- (3) ("Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery is a shared responsibility. Oracle and the State are each responsible for the components that they manage. Disaster Recovery Capabilities shall meet the following objectives:
 - (i) **Recovery Point Objective ("RPO").** The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: The State will set its own targets.
 - (ii) **Recovery Time Objective ("RTO").** The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: The State will set its own targets.

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(iii) The Contractor shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A “Disaster Recovery Test” shall mean the process of verifying the success of the restoration procedures that are executed after a critical failure of an Oracle managed component of the Oracle Cloud services. The State will be responsible for performing Disaster Recovery testing in accordance with the State policies and procedures. The Oracle portion of the Disaster Recovery Test shall use an Oracle managed system and oracle Disaster Recovery testing will not interrupt the States processing capabilities.

Oracle Cloud operations does not have the privileges required to fail over a customer environment. See also Oracle’s Risk Management Resiliency Program document (for informational purposes, the version as of Effective Date is located at <https://www.oracle.com/corporate/security-practices/corporate/resilience-management>).

14. Comptroller Audit Requirements

- a. **For SaaS, IaaS, and PaaS services**, upon request from the State or the Tennessee Comptroller of the Treasury, the Contractor must provide to the Tennessee Comptroller of the Treasury a complete, unredacted final published version of any available System and Organization Controls (SOC) 2 Type 2 examination report and SOC 1 Type 2 examination report from a qualified and reputable CPA firm. If the scope of the most recent SOC examination report, as described herein, does not include all of the current State fiscal year, upon request from the State or the Tennessee Comptroller of the Treasury, the Contractor shall provide a bridge letter stating whether the Contractor made any material changes to their control environment since the prior SOC examination and, if so, whether the changes, in the opinion of the Contractor, would affect the auditor’s opinion in the most recent SOC examination report.
- b. Upon request from the Tennessee Comptroller of the Treasury, the Contractor agrees to make relevant staff available to the Tennessee Comptroller of the Treasury for discussion of the examination reports. This discussion may include the Contractor’s plan to correct any examination issues identified in the SOC reports.
- c. The Tennessee Comptroller of the Treasury has an obligation under Tennessee state law to perform audits of state entities. The Tennessee Comptroller of the Treasury will consider the SOC examinations, as described herein, as part of these audits for state entities that are using SaaS, IaaS, or PaaS services provided by the Contractor. However, if the SOC examinations, in the opinion of the Tennessee Comptroller of the Treasury, are not sufficient to meet audit requirements, including federal audit requirements, the Contractor agrees to collaborate and be available to the Tennessee Comptroller of the Treasury, during regular business hours at the applicable facility, subject to Oracle’s health and safety or other relevant policies, and in a manner that does not unreasonably interfere with Oracle business activities, for reasonable questions and discussion of the Contractor’s information technology controls. This discussion may include demonstration of the Contractor’s information technology controls.

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- d. The Contractor agrees to allow the Tennessee Comptroller of the Treasury to perform information technology audits of any SaaS, IaaS, or PaaS services provided by the Contractor that are not included in the scope of a SOC examination. The information technology audit may include a review of general controls and application controls. General controls include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application, or SaaS service, and help ensure that transactions are complete, accurate, valid, confidential, and available. The information technology audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of documentation. The Tennessee Comptroller of the Treasury agrees that the information technology audit will occur during regular business hours at the applicable facility, subject to Oracle's health and safety or other relevant policies, and in a manner that does not unreasonably interfere with Oracle business activities.
 - e. In lieu of executing a confidentiality agreement, the Tennessee Comptroller of the Treasury agrees to maintain the confidentiality of the SOC examination reports and information about the Contractor's information technology controls based on protections afforded in Tennessee Code Annotated § 10-7-504(a)(22).
 - f. Each party shall bear its own expenses incurred while conducting the information technology controls discussions and demonstrations.
15. Prohibited Advertising or Marketing. The Contractor/Partner shall not suggest or imply in advertising or marketing materials that Contractor's/Partner's goods or services are endorsed by the State without the State's prior written approval. The restrictions on Contractor/Partner advertising or marketing materials under this Section shall survive the termination of this Contract.
16. Contractor Commitment to Diversity. Oracle will, after Your written request sent to supplierdiversity_us@oracle.com, email to State at the email address State provides, the following information about the US dollar amount of indirect procurement spend paid by Oracle to diverse suppliers who supply to Oracle in the US. Oracle will share the aggregate quarterly spend paid by Oracle to such diverse suppliers in the most recent quarter for which such information is available. Indirect procurement spend is the expenditure on goods and services for day-to-day internal business operations (e.g., office supplies, printers, computer, maintenance etc.). Diverse suppliers are suppliers who identify themselves to Oracle as woman-owned, minority-owned, veteran-owned, disabled veteran-owned and/or HubZoned business enterprises.
17. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who directly perform services in person and on-site for the Purchasing Entity under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
18. Personally Identifiable Information. See Section 8 (Confidentiality, Non-Disclosure, and Injunctive Relief) of Attachment A to Master Agreement and the Services Specifications (as defined in Section 2 (Definitions) of the Master Agreement), which include Hosting and Delivery Policies, and the Data Processing Agreement.
19. Statewide Contract. See section of 2 (Participation) of the Addendum above.



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20. Survival. Provisions that survive termination or expiration of this Contract are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.
21. Inspection and Acceptance. RESERVED.
22. Term of Participating Addendum. Subject to section 4 (Term) of the Addendum above, this Contract shall be effective on the Effective Date specified above ("**Effective Date**") and extend for a period of thirty-six (36) months after the Effective Date ("**Term**"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date. In no event, however, shall the Term of this Contract exceed the term of the Master Agreement.
23. Renewal Options. Subject to section 4 (Term) of the Addendum above, this Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months or the term of the Master Agreement.
24. Participating Addendum Term Extension. Subject to section 4 (Term) of the Addendum above, the parties may extend the Term an additional period, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract upon mutual written agreement. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months or the term of the Master Agreement.
25. Warranty. See section 31 (Warranties, Disclaimers, and Exclusive Remedies) of Attachment A to Master Agreement.
26. State and Federal Compliance. See section ___ (State and Federal Compliance of this Attachment 2 above).
27. Administrative Fees. The Contractor shall pay the State an Administrative Fee of one (1) percent (1.0% or 0.01) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The State's Administrative Fee shall be submitted quarterly and is based on invoiced sales of products and services (less any charges for taxes or shipping).

Period End	Admin Fee Due
March 31	May 31
June 30	August 31
September 30	November 30
December 31	February 28

The administrative fee shall be submitted to the following address:

Michael Winston, Program Administrator
Department of General Services
W.R. Snodgrass TN. Tower 24th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

NASPO ValuePoint
PARTICIPATING ADDENDUM

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ATTACHMENT B

RESERVED.



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ATTACHMENT C

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	74945
CONTRACTOR LEGAL ENTITY NAME:	Oracle America, Inc.
EDISON VENDOR IDENTIFICATION NUMBER:	0000001462

The Contractor, identified above, does hereby attest, certify, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

DocuSigned by:
Patrick Mungovan
845768FA8987488

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. The Contractor's signatory is an authorized representative of Oracle America, Inc., and makes these certifications on behalf of Oracle America, Inc., and not in his/her individual capacity.

Patrick Mungovan

Senior Vice President

PRINTED NAME AND TITLE OF SIGNATORY

22-Jun-2022 | 1:25 PM PDT

DATE OF ATTESTATION

Certificate Of Completion

Envelope Id: 3C0371C33A94460784F3ED811F4F71BF

Status: Completed

Subject: Please DocuSign: NASPO TN Oracle Cloud PA COT Approved 06.22.22 (US-GMA-1301562 (AR2487)_PA_TN_...

Source Envelope:

Document Pages: 21

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Elizabeth Hwang

AutoNav: Enabled

500 Oracle Pkwy

Envelope Stamping: Disabled

Redwood City, CA 94065-1675

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

elizabeth.hwang@oracle.com

IP Address: 137.254.7.185

Record Tracking

Status: Original

Holder: Elizabeth Hwang

Location: DocuSign

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elizabeth.hwang@oracle.com

Signer Events

Pei Chu

pei.chu@oracle.com

Contracts Specialist IV

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

Pei Chu
D05BDBBA38A0468...

Signature Adoption: Pre-selected Style

Signed by link sent to pei.chu@oracle.com

Using IP Address: 209.17.40.38

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Sent: 6/22/2022 1:31:19 PM

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Signed: 6/22/2022 1:34:19 PM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Celeste Martinez

celeste.martinez@oracle.com

Contract Specialist IV, CCMP

Oracle America, Inc.

Security Level: Email, Account Authentication
(None)COPIED

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

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Certified Delivered

Security Checked

6/22/2022 1:33:43 PM

Signing Complete

Security Checked

6/22/2022 1:34:19 PM

Completed

Security Checked

6/22/2022 1:34:19 PM

Payment Events

Status

Timestamps