

AMENDMENT #5

It is agreed by and between the State of Vermont, Agency of Human Services (AHS) (hereafter called the "State") and Oracle America, Inc. (hereafter called the "Contractor") that the contract on the subject of software licenses and software maintenance support services, effective February 28, 2011, and Amendment #1 effective July 1, 2011 and Amendment #2 effective February 28, 2012, and Amendment #3 effective February 28, 2013 and Amendment # 4 effective December 24, 2013 (hereafter collectively called the "Agreement," State Contract #18928) is hereby amended effective as of February 17, 2015, as follows:

- I. By deleting on page "1 of 2" of the Standard Contract, section 3 (Maximum Amount) and substituting in lieu thereof the following section 3:

3. Maximum Amount. In consideration of the software programs provided and services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$15,824,731.13.

- II. By deleting on page "1 of 2" of the Standard Contract, section 4 (Contract Term) and substituting in lieu thereof the following section 3:

4. Contract Term. The period of contractor's performance shall begin on February 28, 2011 and end on February 18, 2017. The term of this contract may be extended for up to two additional one-year periods to renew technical support on an annual basis in accordance with Section H, Technical Support and Section D.3 of Attachment A (Technical Support Renewal and Technical Support Cap). Any such extensions shall require an amendment to this contract in accordance with the requirements set forth below.

- III. By adding to Attachment A, beginning on page 16 of 24 of the base agreement and as changed by Amendments 1, 2, 3 and 4, *Exhibit 3 to Attachment A* beginning on page 2 of 15 this Amendment 5.

- IV. By deleting on page "2 of 2" of the Standard Contract, section 8 (Attachments) the following line:

Attachment A – Statement of Work, including Exhibit 1 and Exhibit 2 to Attachment A

And substituting in lieu thereof the following line:

Attachment A – Statement of Work, including Exhibit 1, Exhibit 2, and Exhibit 3 to Attachment A

- V. Taxes Due to the State: Contractor further certifies under the pains and penalties of perjury that, as of the effective date of this amendment, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay, any and all taxes due the State of Vermont.

- VI. Certification Regarding Suspension or Debarment: Contractor further certifies under pains and penalties of perjury that, as of the effective date of this amendment, neither Contractor nor Contractor's principals (officers or directors) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

- VII. Attachment C is hereby deleted in its entirety and replaced by the Attachment C (03/01/2015) attached to this Amendment.

- VIII. Attachment D is hereby deleted in its entirety and replaced by the Attachment D attached to this Amendment.

**STATE OF VERMONT
AMENDMENT TO STANDARD CONTRACT**

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The parties agree that the effective date of the Agreement shall be as of February 17, 2015.

Each party hereby represents to the other party that this Amendment #5 (a) has been duly authorized by such party, (b) has been duly executed by an authorized representative of such party and (c) and is a valid, legally binding and enforceable agreement against such party. This Amendment #5 consists of 22 pages. Except as modified by this amendment, all provisions of the Agreement (#18928) shall remain unchanged and in full force and effect.

**STATE OF VERMONT
Agency of Human Services**

**CONTRACTOR
Oracle America, Inc.**

By: _____

By: _____

Hal Cohen
Secretary
Agency of Human Services

Deborah Vaughn
Contracts Manager

Exhibit 3 to Attachment A

AMENDMENT FIVE TO THE ORDERING DOCUMENT

Customer Name: State of Vermont – Agency of Human Services (AHS)
Customer Location: 208 Hurricane Lane, Suite 103, Williston, Vermont 05495

ORACLE CONTRACT INFORMATION

This document (this “OD **Amendment Five**”) amends the ordering document dated February 28, 2011, as amended by the terms of Amendment #1 to Contract #18928 dated July 1, 2011, and Amendment #2 to Contract #18928 dated February 28, 2012, and Amendment #3 to Contract #18928 dated February 28, 2013 and Amendment #4 to Contract #18928 dated December 24, 2013, and all amendments and addenda thereto (collectively, the “**ordering document**”) between State of Vermont – Agency of Human Services (AHS) (“**you**”) and Oracle America, Inc. (“**Oracle**”). All terms used but not otherwise defined in this OD Amendment Five shall have the meanings given to such terms in the ordering document.

WHEREAS, subject to the terms and conditions of this OD Amendment Five, the parties desire to amend the ordering document as follows:

- extend the Unlimited Deployment Period to end on February 17, 2017 (or such earlier period as set forth in sections C.1.c or C.2 of the ordering document), and
- modify the list of Unlimited Deployment Programs as set forth in section 1.1.1 to this OD Amendment Five.

WHEREAS, the parties also desire to amend and update certain other provisions of the ordering document, as set forth below;

NOW THEREFORE, in consideration of the representations and agreements contained in this OD Amendment Five and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the ordering document as follows:

1. CHANGES TO THE ORDERING DOCUMENT

The ordering document shall be amended as follows:

1.1 Section A (Programs and Services) of the ordering document shall be modified as follows:

1.1.1 Delete sections A-1 and A-2 (Programs and Services) of the ordering document and replace with the following:

“A-1. Unlimited Deployment Programs. The programs listed below in Tables A-1-a and A-1-b of this section A-1 are for use by an unlimited number of the associated license type(s) as specified below for a period from the effective date of this ordering document until February 17, 2017, subject to the fixing requirements and all other terms and conditions of this ordering document (each such program being referred to as an “Unlimited Deployment Program” and collectively as the “Unlimited Deployment Programs”).

All fees on this ordering document are in US Dollars.

Table A-1-a

Product Description / License Type	Quantity	AHS Use	Statewide Use
Oracle Database Enterprise Edition - Processor Perpetual	Unlimited	A	C
Real Application Clusters - Processor Perpetual	Unlimited	A	C
Advanced Security - Processor Perpetual	Unlimited	A	C
Oracle Active Data Guard - Processor Perpetual	Unlimited	A	C
Diagnostics Pack - Processor Perpetual	Unlimited	A	C
Tuning Pack - Processor Perpetual	Unlimited	A	C
Database Lifecycle Management Pack - Processor Perpetual	Unlimited	A	C
Business Intelligence Publisher - Processor Perpetual	Unlimited	A	
Oracle Policy Modeling - Application User Perpetual	Unlimited	A	
Oracle Policy Automation - Processor Perpetual	Unlimited	A	
Oracle Policy Automation Connector for Siebel - Processor Perpetual	Unlimited	A	
Siebel Public Sector CRM Base Option - Application User Perpetual	Unlimited	A	
Siebel CRM Base - Application User Perpetual	Unlimited	A	

Product Description / License Type	Quantity	AHS Use	Statewide Use
Siebel Tools - Application User Perpetual	Unlimited	A	
Siebel Public Sector Partner Portal - Registered User Perpetual	Unlimited	A	
Siebel Public Sector eService - Processor Perpetual	Unlimited	A	
Siebel Partner Manager - Application User Perpetual	Unlimited	A	
Oracle Tutor - Application User Perpetual	Unlimited	A	
Oracle Enterprise Governance, Risk, and Compliance Manager - Application User Perpetual	Unlimited	A	
Oracle Application Management Suite for Siebel - Processor Perpetual	Unlimited	A	
WebLogic Suite - Processor Perpetual	Unlimited		B
Identity Analytics - Employee User Perpetual	Unlimited		B
Oracle Identity and Access Management Suite Plus - Processor Perpetual	Unlimited		B
Identity Manager Connector - Database Applications Table - Connector Perpetual	Unlimited		B
Identity Manager Connector - Database User Management - Connector Perpetual	Unlimited		B
Identity Manager Connector - Microsoft Active Directory - Connector Perpetual	Unlimited		B
Identity Manager Connector - Microsoft Exchange - Connector Perpetual	Unlimited		B
Identity Manager Connector - PeopleSoft Enterprise Applications - Connector Perpetual	Unlimited		B
Identity Manager Connector - Microsoft Windows - Connector Perpetual	Unlimited		B
Identity Manager Connector - UNIX - Connector Perpetual	Unlimited		B
Identity Manager Connector - RSA Authentication Manager - Connector Perpetual	Unlimited		B
Identity Manager Connector - Siebel Enterprise Applications - Connector Perpetual	Unlimited		B
Identity Manager Connector - IBM RACF - Connector Perpetual	Unlimited		B
Oracle Management Pack Plus for Identity Management - Processor Perpetual	Unlimited		B
SOA Management Pack Enterprise Edition - Processor Perpetual	Unlimited		B
WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	Unlimited		B
SOA Suite for Oracle Middleware - Processor Perpetual	Unlimited		B
Oracle Unified Business Process Management Suite - Processor Perpetual	Unlimited		B
¹ Oracle Audit Vault and Database Firewall – Processor Perpetual ¹	Unlimited		B
Oracle Customer Hub Data Steward - Application User Perpetual	Unlimited		B
Oracle Customer Hub B2B - Record Perpetual	Unlimited		B
Oracle Customer Hub B2C - Record Perpetual	Unlimited		B
Oracle Activity Hub B2B for Oracle Customer Hub B2B - Record Perpetual	Unlimited		B
Oracle Activity Hub B2C for Oracle Customer Hub B2C - Record Perpetual	Unlimited		B
Oracle Customer Master Data Management Integration Base Pack - Processor Perpetual	Unlimited		B

Table A-1-b

Product Description / License Type	Quantity	AHS Use	AoA Use	Statewide Use
Siebel Financial Services CRM Base Option - Application User Perpetual	Unlimited	A		
Siebel Test Automation Interfaces - Application User Perpetual	Unlimited	A		
Siebel CTI - Application User Perpetual	Unlimited	A		
Siebel Smart Answer Connector - Application User Perpetual	Unlimited	A		
Siebel Remote Client - Application User Perpetual	Unlimited	A		
Siebel Data Quality - Application User Perpetual	Unlimited	A		
Siebel Email Response - Application User Perpetual	Unlimited	A		
Siebel Field Service - Application User Perpetual	Unlimited	A		
Siebel Smart Answer for Service - Application User Perpetual	Unlimited	A		
Siebel HelpDesk Option - Application User Perpetual	Unlimited	A		
Siebel CRM Web Channel for Customers - up to 15 Objects - Processor Perpetual	Unlimited	A		
Siebel Individual Coverage - Application User Perpetual	Unlimited	A		
Siebel Group Policies - Application User Perpetual	Unlimited	A		
User Productivity Kit Standard - UPK Developer Perpetual	Unlimited	A		
User Productivity Kit Standard - Application User Perpetual	Unlimited	A		

¹ Audit Vault Server and Audit Vault Collection Agent have been migrated to Oracle Audit Vault and Database Firewall – Processor Perpetual.

Product Description / License Type	Quantity	AHS Use	AoA Use	Statewide Use
Oracle Real-time Scheduler - Field Resource Perpetual	Unlimited	A		
Siebel Field Service Integration to Oracle Real-Time Scheduler - Processor Perpetual	Unlimited	A	D	
Oracle Application Integration Architecture Foundation Pack - Processor Perpetual	Unlimited	A	D	
Oracle Customer Master Data Management Integration Option for Siebel CRM - Processor Perpetual	Unlimited	A	D	
² Oracle Data Masking and Subsetting Pack - Processor Perpetual	Unlimited	A	D	
Oracle Enterprise Repository - Processor Perpetual	Unlimited	A	D	
Oracle Service Registry - Processor Perpetual	Unlimited	A	D	
Oracle WebCenter Adapter for Microsoft SharePoint for WebCenter Portal - Processor Perpetual	Unlimited	A	D	
Oracle WebCenter Applications Adapter for Siebel - Processor Perpetual	Unlimited	A	D	
³ Oracle WebCenter Suite Plus - Processor Perpetual	Unlimited	A	D	
Oracle Healthcare Adapter - Processor Perpetual	Unlimited	A	D	
Secure Enterprise Search Connector - Siebel - Connector Perpetual	Unlimited	A	D	
Oracle Data Integrator Enterprise Edition - Processor Perpetual	Unlimited	A	D	
Oracle Database Vault - Processor Perpetual	Unlimited	A	D	
⁴ Oracle Enterprise Data Quality Standardization and Match – Processor Perpetual	Unlimited	A	D	
Oracle Enterprise Data Quality Profile and Audit - Processor Perpetual	Unlimited	A	D	
Oracle Enterprise Data Quality Address Verification Server - Processor Perpetual	Unlimited	A	D	
Service Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	
Partner Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	
Oracle Contact Center Telephony Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	
Case Management Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	
Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual	Unlimited	A	D	E
Oracle Business Intelligence Management Pack - Named User Plus Perpetual	Unlimited	A	D	E
Informatica PowerCenter and PowerConnect Adapters - Named User Plus Perpetual	Unlimited	A	D	E
Financial Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	E
Human Resources Analytics Fusion Edition - Application User Perpetual	Unlimited	A	D	E
² Oracle Knowledge Analytics - Application User Perpetual	Unlimited	A		
³ Oracle Knowledge for Contact Center, Enterprise Edition - Application User Perpetual	Unlimited	A		
⁴ Oracle Knowledge for Web Self Service, Enterprise Edition - Processor Perpetual	Unlimited	A		
² Siebel Mobile - Application User Perpetual	Unlimited	A		
² Siebel Contracts - Application User Perpetual	Unlimited	A		
⁴ Oracle Application Adapters for Data Integration for Siebel - Processor Perpetual	Unlimited	A	D	E
⁴ Oracle Application Adapters for Data Integration for PeopleSoft - Processor Perpetual	Unlimited	A	D	E

A-2. Quantity-based Programs. The programs listed in the Table A-2 below in this section A-2 are restated quantity-based programs subject to the terms and conditions of this ordering document.

² Oracle Data Masking Pack has been migrated to Oracle Data Masking and Subsetting Pack – Processor Perpetual

³ Oracle Management Pack for WebCenter, Oracle Secure Enterprise Search, Oracle WebCenter Portal are now contained in WebCenter Suite Plus.

⁴ Oracle Enterprise Data Quality Match and Merge and Oracle Enterprise Data Quality Parsing and Standardization have been migrated to Oracle Enterprise Data Quality Standardization and Match – Processor Perpetual

Table A-2

Product Description / License Type	Quantity
Oracle Data Quality Matching Server - Processor Perpetual	4
Oracle Data Quality Address Validation Server - Processor Perpetual	4
Oracle Data Quality Parsing and Standardization Server (Mfr. is Informatica Corporation, Third Party Program) - Processor Perpetual	4
Oracle Data Quality Profiling Server (Mfr. is Informatica Corporation, Third Party Program) - Processor Perpetual	4

Product Description / License Type	Quantity	AHS Use	AoA Use
Oracle WebCenter Capture – Processor Perpetual	48	A	D
Oracle WebCenter Forms Recognition – Processor Perpetual	8	A	D
Oracle WebCenter Distributed Capture – Processor Perpetual	48	A	D
*Access Management Suite Plus – Employee User Perpetual	250	A	D
*Access Management Suite Plus – Non-Employee User Perpetual	109,750	A	D

You acknowledge and agree that the programs listed in the tables above represent all the programs that you are licensed for under the ordering document, as amended by this OD Amendment Five.”

1.2 Delete section A-3 and replace with the following:

A-3. Total Fees⁵

	Net Fees
Net Existing License Fees	6,463,848.18
Net New License Fees	1,580,000.00
Net Existing Technical Support Fees	1,449,790.81
Net New Technical Support Fees	347,600.00
Total Fees	9,841,238.99

1.3 Delete section B.2.a (Use and Limitations / AHS Use) and replace with the following:

“a. **AHS Use.** The programs in section A-1 and A-2 where there is an “A” in the column entitled “AHS Use” are limited-use licenses that may only be used solely for the Vermont Agency of Human Services and the following AHS departments (collectively, the “Authorized Users of the AHS Use programs”): the Department of Mental Health (DMH); the Department of Disabilities, Aging and Independent Living (DAIL); the Department for Children and Families (DCF); the Department of Vermont Health Access (DVHA); the Department of Health (VDH); and the Department of Corrections (DOC). You warrant and represent that you have the full legal authority to bind the Authorized Users of the AHS Use programs to the terms and conditions of this ordering document and agreement, and that you shall be responsible for any breach by such Authorized Users of the AHS Use programs.”

1.4 Restate section B.2.b (Use and Limitations / Statewide Use):

“b. **Statewide Use.** The programs listed in section A-1 where there is a “B” in the column entitled “Statewide Use” are for use by the State of Vermont. You warrant and represent that you have the full legal authority to bind the State of Vermont to the terms and conditions of this ordering document, and that you shall be responsible for any breach by the State of Vermont.”

1.5 Restate section B.2.c (i) (Use and Limitations / Limited Statewide Use):

“c. **Limited Statewide Use.**

i. The programs listed in section A-1 where there is a “C” in the column entitled “Statewide Use” are limited-use licenses that may only be used by the State of Vermont 1) solely in association with the Oracle programs licensed in this order and 2) solely for the purposes of Oracle product configuration metadata and not for State of Vermont’s business application data. You warrant and represent that you have the full legal authority to bind the State of Vermont to the terms and conditions of this ordering document, and that you shall be responsible for any breach by the State of Vermont.”

⁵ NOTE: The total estimated maximum contract amount from the attached Estimated Contract Maximum Amount Schedule Exhibit is \$15,824,731.13.

- 1.6 Delete section B.2.c (ii) (Use and Limitations / Limited Statewide Use) and replace with the following:

“c. **Limited Statewide Use.**

ii. The programs listed in section A-1 where there is a “E” in the column entitled “Statewide Use” are limited-use licenses that may only be used by the State of Vermont 1) solely to support AHS’ technical infrastructure and business applications in order to support the provision of services for Vermont’s Human Services functions and 2) solely for the State of Vermont’s deployment of PeopleSoft Enterprise Resource Planning (ERP) for State of Vermont’s Human Capital Management (HCM) and Financials (VISION) systems. You warrant and represent that you have the full legal authority to bind the State of Vermont to the terms and conditions of this ordering document, and that you shall be responsible for any breach by the State of Vermont.”

- 1.7 Delete section B.2.d (Use and Limitations / AoA Use) and replace with the following:

“d. **AoA Use.** The programs listed in section A-1 and A-2 where there is a “D” in the column entitled “AoA Use” are limited-use licenses that may only be used solely to support AHS’ technical infrastructure and business applications in order to support the provision of services for Vermont’s Human Services functions by you, the State of Vermont Agency of Administration (AoA), and the following AoA departments (collectively, the “Authorized Users of the AoA programs”): the Department of Finance and Management; the Department of Buildings and General Services, Department of Human Resources (DHR); the Department of Information and Innovation (DII); the Department of Libraries, and the Department of Taxes. You warrant and represent that you have the full legal authority to bind the Authorized Users of the AoA Use programs to the terms and conditions of this ordering document and agreement, and that you shall be responsible for any breach by such Authorized Users of the AoA Use programs.”

- 1.8 Restate Section B.2.e (Use and Limitations):

“e. **Oracle Adaptive Access Manager (OAAM) Functionality.** The programs listed in section A-2 and denoted with an asterisk (*) are limited to only the Oracle Adaptive Access Manager (OAAM) functionality.”

- 1.9 Sections B.3 (Commencement Date) and B.5.b and B.5.c (Fees, Invoicing, and Payment Obligation) of the ordering document shall not apply to this OD Amendment Five. Please see section 2.3 of this OD Amendment Five below for the “amendment commencement date”.

- 1.10 Delete section B.7 (Total Support Stream) of the ordering document in its entirety and replace it with the following:

“For purposes of this ordering document, the “Total Support Stream” shall mean: (i) the technical support for the Converted and Replaced Licenses as defined in section 1.13 (Converted and Replaced Licenses) of OD Amendment Five to this ordering document; (ii) the technical support for the Reinstated Licenses (pursuant to Amendment #1 to the ordering document); and (iii) the technical support for the program licenses specified in sections A-1 and A-2 of the ordering document (as amended by OD Amendments #3, #4 and #5 to the ordering document), including but not limited to the Unlimited Deployment Programs.”

- 1.11 Delete Section C.1.a (Unlimited Deployment Right / General) of the ordering document and replace with the following:

“General. In consideration of the payment to Oracle of the license and technical support fees specified in section A, commencing from the effective date of this ordering document until February 17, 2017 (or such earlier period as set forth below in sections C.1.c or C.2) (the “**Unlimited Deployment Period**”), you will receive the right to use the Unlimited Deployment Programs on or by an unlimited number of the associated license type (the “**Unlimited Deployment Right**”), provided that (i) your use of such Unlimited Deployment Programs shall be in compliance with the terms of the agreement and this ordering document, and (ii) you continuously maintain the Total Support Stream.

On February 17, 2017 (or earlier as set forth below in sections C.1.c or C.2), the Unlimited Deployment Period and Unlimited Deployment right shall terminate, and within 60 days of such date (or earlier as set forth in sections C.1.c or C.2) (the “Certification Date”), you and Oracle shall follow the certification process set forth in section C.1.b below.”

- 1.12 Delete the second paragraph of Section C.1.b (Unlimited Deployment Right / Certification Process) of the ordering document and replace with the following:

“For all user-based programs, including but not limited to Oracle Policy Modeling - Application User Perpetual; Siebel Public Sector CRM Base Option - Application User Perpetual; Siebel CRM Base - Application User Perpetual; Siebel Tools - Application User Perpetual; Siebel Public Sector Partner Portal - Registered User Perpetual; Siebel Partner Manager - Application User Perpetual; Oracle Tutor - Application User Perpetual; Oracle Enterprise Governance, Risk, and Compliance Manager - Application User Perpetual; Identity Analytics - Employee User Perpetual; Oracle Customer Hub Data Steward -

Application User Perpetual; Siebel Financial Services CRM Base Option - Application User Perpetual; Siebel Test Automation Interfaces - Application User Perpetual; Siebel CTI - Application User Perpetual; Siebel Smart Answer Connector - Application User Perpetual; Siebel Remote Client - Application User Perpetual; Siebel Data Quality - Application User Perpetual; Siebel Email Response - Application User Perpetual; Siebel Field Service - Application User Perpetual; Siebel Smart Answer for Service - Application User Perpetual; Siebel HelpDesk Option - Application User Perpetual; Siebel Individual Coverage - Application User Perpetual; Siebel Group Policies - Application User Perpetual; User Productivity Kit Standard - UPK Developer Perpetual; User Productivity Kit Standard - Application User Perpetual; Service Analytics Fusion Edition - Application User Perpetual; Partner Analytics Fusion Edition - Application User Perpetual; Oracle Contact Center Telephony Analytics Fusion Edition - Application User Perpetual; Case Management Analytics Fusion Edition - Application User Perpetual; Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual; Oracle Business Intelligence Management Pack - Named User Plus Perpetual; Informatica PowerCenter and PowerConnect Adapters - Named User Plus Perpetual; Financial Analytics Fusion Edition - Application User Perpetual; Human Resources Analytics Fusion Edition - Application User Perpetual; Oracle Knowledge Analytics - Application User Perpetual; Oracle Knowledge for Contact Center, Enterprise Edition - Application User Perpetual; Siebel Mobile - Application User Perpetual; Siebel Contracts - Application User Perpetual; and Oracle Data Integrator for Oracle Business Intelligence – Named User Plus Perpetual; your certification of use must include only Application Users, Employee Users, Named User Plus Users, Registered Users, UPK Developer Users, who/which have accessed the applicable Unlimited Deployment Program(s) within the 12 month period immediately prior to the date on which the Unlimited Deployment Period ends (such 12 month period, the “Counted Access Term”); any Application Users, Employee Users, Named User Plus Users, Registered Users, UPK Developer Users who/which may have accessed the applicable Unlimited Deployment Program(s) prior to the Counted Access Term but not at least once during the Counted Access Term may not be included in your Certified Deployment.”

- 1.13 Delete Sections D.1.a (Converted and Replaced Licenses / General) and D.1.b (Converted and Replaced Licenses / Omitted Licenses) of the ordering document and replace with the following:

“a. General. In connection with the rights granted under OD Amendment Five, all licenses of any versions or releases of the Unlimited Deployment Programs (including, the additional Unlimited Deployment Programs listed in section 1.1.1 of OD Amendment Five) that were acquired by you, prior to the effective date of OD Amendment Five shall be converted and replaced as of the effective date of OD Amendment Five (the “**Converted and Replaced Licenses**”). The Converted and Replaced Licenses are specified on the Converted and Replaced Licenses Exhibit attached to OD Amendment Five which the parties agree replaces the Converted and Replaced Licenses Exhibit attached to the ordering document. All references to Converted and Replaced Licenses in the ordering document shall be deemed to refer to the Converted and Replaced Licenses as defined in this paragraph. You will no longer have any right to use the Converted and Replaced Licenses, nor will you be permitted to reinstate the Converted and Replaced Licenses. You shall not be entitled to a credit or refund of license fees for the Converted and Replaced Licenses.

b. Omitted Licenses. The parties agree that they have worked in good faith to list on the Converted and Replaced Licenses Exhibit attached to OD Amendment Five all licenses of any versions or releases of the Unlimited Deployment Programs (including, the additional Unlimited Deployment Programs listed in section 1.1.1 of OD Amendment Five) that were acquired by you prior to the effective date of OD Amendment Five. However, the parties acknowledge that some of such licenses may have been inadvertently omitted (“Omitted Licenses”) from the Converted and Replaced Licenses Exhibit and that technical support fees associated with the Omitted Licenses were therefore excluded from the Total Support Stream. If at any time following the effective date of OD Amendment Five either you or Oracle discovers any Omitted Licenses, then the parties agree that: (i) you will continue to pay all technical support fees due in connection with the Omitted Licenses during the Unlimited Deployment Period, and (ii) the parties will amend the ordering document to add the Omitted Licenses to the Converted and Replaced Licenses Exhibit and to include the technical support fees associated with the Omitted Licenses in the Total Support Stream. You shall not be entitled to a refund or credit of any license and/or technical support fees as the result of any adjustment specified herein.”

- 1.14 Delete Section D.3 (Technical Support Cap) of the ordering document and replace with the following:

“Technical Support Renewal and Technical Support Caps

a. Notwithstanding anything to the contrary in the agreement, Software Update License & Support (or any successor technical support offering to Software Update License & Support, “SULS”) for the programs acquired under section A of this ordering document (as amended by OD Amendment Five) may be renewed annually and, if you renew such technical support; then, for the technical support renewal periods specified in the technical support renewal table below, the fee for SULS for the applicable period will not increase by more than the percentages stated in the table below, over the prior year’s SULS fees:

Technical Support Renewal Period	New Support* – Not to Exceed Percentage Over Previous Annual Technical Support Renewal Period’s SULS Fee	Existing Support** – Not to Exceed Percentage Over Previous Annual Technical Support Renewal Period’s SULS Fee
February 18, 2015 – February 17, 2016	N/A	0%
February 18, 2016 – February 17, 2017	0%	0%
February 18, 2017 – February 17, 2018	1%	N/A
February 18, 2018 – February 17, 2019	1%	N/A

* "New Support" is defined as the SULS for the licenses acquired under OD Amendment Five (listed as 'Net Technical Support Fees' in the table in section 2.1 (FEES, INVOICING AND PAYMENT OBLIGATIONS) of OD Amendment Five).

** "Existing Support" is defined as SULS for the licenses acquired under this ordering document as previously amended through OD Amendment Four (listed as 'Net Converted and Replaced Licenses Technical Support Fees' and 'Net Technical Support Fees for Quantity Licenses' in the table in section 2.1 (FEES, INVOICING AND PAYMENT OBLIGATIONS) of OD Amendment Five).

The technical support caps set forth in this section D.3 are granted, provided that, (i) with respect to each technical support renewal year that occurs during the Unlimited Deployment Period, you renew the Total Support Stream, and (ii) with respect to each technical support renewal year that occurs after the end of the Unlimited Deployment Period, you renew the total technical support due under this ordering document for the same number of licenses for the same programs as the previous year.

b. The program licenses associated with the CSI numbers listed in the table below were previously acquired by State of Vermont. These licenses will continue to be governed by the terms and conditions of their original orders. Should State of Vermont elect to renew SULS for these licenses, and provided that technical support has been continuously maintained and not allowed to lapse, the annual fee for SULS for the applicable period will not increase by more than the percentages stated in the table set forth below:

CSI's
13589293
13903613
14026792
14479416
14480540
14482551
14484635
14487515
14514568
14844286
15433438
15439382
15681509
15840637
15920758
16240507
16878236
18280805
18571206
18604275
19073486
19197605
2630607
3205021
3424222

Technical Support Renewal Period	Not to Exceed Percentage Over Previous Annual Technical Support Renewal Period's SULS Fee
February 18, 2015 – February 17, 2016	0%
February 18, 2016 – February 17, 2017	0%

2. FEES, INVOICING AND PAYMENT OBLIGATIONS

2.1 You agree to pay Oracle the license and services fees set forth in the table below for the program licenses and twelve (12) months of technical support services (from February 18, 2015 to February 17, 2016) acquired under this OD Amendment Five.

	Net Fees
Net License Fees	1,580,000.00
Net Technical Support Fees	347,600.00
Net Converted and Replaced Licenses Technical Support Fees	1,302,535.46
Net Technical Support Fees for Quantity Licenses	147,255.35
Back Support	347,845.07
Total Net Fees	3,725,235.88

2.2 All fees under this OD Amendment Five are non-cancelable and the sums paid nonrefundable, except as provided in the agreement. All fees on this OD Amendment Five are in US Dollars.

2.3 All program licenses and the period of performance for all services acquired under this OD Amendment Five are effective upon shipment of tangible media or upon the effective date of this OD Amendment Five if shipment of tangible media is not required (such effective date being referred to as the "amendment commencement date").

2.4 License fees are invoiced as of the amendment commencement date. Service fees are invoiced in arrears of the service performance; specifically, technical support fees are invoiced quarterly in arrears, except for back support fees which are invoiced as of the effective date of this OD Amendment Five.

2.5 The back support fee amount as of February 18, 2015 is reflected in section 2.1 above and represents an estimate of the back support fee. The actual back support fee will be processed as of the effective date of this OD Amendment Five.

2.6 In addition to the fees listed in the section 2.1 above, Oracle will invoice you for any applicable shipping charges or applicable taxes.

2.7 In entering into payment obligations under this OD Amendment Five, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support for programs licensed under this OD Amendment Five, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this OD Amendment Five if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under this OD Amendment Five, per the terms of this OD Amendment Five, the ordering document, and the agreement. The program licenses provided in this OD Amendment Five are offered separately from any other proposal for consulting services you may receive or have received from Oracle and do not require you to purchase Oracle consulting services.

3. DELIVERY

Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the programs listed in section 1.1.1 to this OD Amendment Five. Through the Internet URL, you can access and electronically download to your location the current production release as of the effective date of this OD Amendment Five of the software and related program documentation for each program listed in section 1.1.1 to this OD Amendment Five. Provided that you have continuously maintained technical support for the programs licensed under the ordering document and this OD Amendment Five, you may continue to download the software and related program documentation for the programs listed in section 1.1.1 to this OD Amendment Five. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site specified above. You acknowledge that you have previously been delivered the programs licensed under the ordering document (as amended by this OD Amendment Five) which are not identified by a "A" in section 1.1.1 to this OD Amendment Five. You further acknowledge that Oracle is under no further delivery obligation under this OD Amendment Five, electronic download or otherwise and that you shall be responsible for installation of the software.

Notwithstanding the foregoing, you acknowledge and agree that you were previously delivered the programs (i) listed on Tables A-1-a and A-1-b in section 1.1.1 to this OD Amendment Five that are also included on the attached Converted and Replaced Licenses Exhibit and (ii) listed on Table A-2 (Quantity-based Programs) in section 1.1.1 to this OD Amendment Five; and therefore, with respect to such programs, Oracle has no delivery obligation under this OD Amendment Five, electronic download or otherwise.

4. AMENDMENT TECHNICAL SUPPORT

4.1 Technical support for the programs acquired under this OD Amendment Five, and specified in the table in section 2.1 above, includes (a) the existing annual technical support fees for the Converted and Replaced Licenses (as defined in section 1.13 above and, referred to in the table in section 2.1 above as the "Net Converted and Replaced Licenses Technical Support Fees"), (b) annual incremental technical support fees for the program licenses specified in section A of the ordering document, as amended by this OD Amendment Five (as referred to in the table in section 2.1 above as the "Net Technical Support Fees"), and (c) the existing annual technical support fees for the quantity based programs found in section 1.1 Table A-2 above, and referred to in the table in section 2.1 above as the "Net Technical Support Fees for Quantity Licenses".

4.2 For purposes of determining the fee for the first renewal year of the technical support specified in the table in section 2.1 above, the amount of the prior year's fees shall be equal to \$1,797,390.81.

4.3 Nothing in this OD Amendment Five shall be deemed to relieve you of your obligation to maintain all of the components of the Total Support Stream (as amended by this OD Amendment Five) in order to receive your Unlimited Deployment Right and technical support for the program licenses acquired under the ordering document (as amended by this OD Amendment Five). Notwithstanding anything to the contrary in this section, you acknowledge that the Total Support Stream and the technical support fees owed by you for the program licenses acquired under the ordering document (as amended by this OD Amendment Five) may also increase as a result of your reorganization in accordance with section C.2 of the ordering document, and/or inclusion of any Omitted Licenses (as defined in section 1.13 above).

5. ORDER OF PRECEDENCE

The parties agree that the terms of this OD Amendment Five will prevail in the event of any inconsistencies with any terms of the ordering document.

Other than the addition of the changes above, the terms and conditions of the ordering document remain unchanged and in full force and effect.

6. OFFER VALIDITY

This order is valid through 10-APR-2015, and shall become binding upon execution by you and acceptance by Oracle.

Oracle America, Inc.	State of Vermont – Agency of Human Services (AHS)
Signature: _____	Signature: _____
Deborah Vaughn	Hal Cohen
Contracts Manager	Secretary
Effective Date As Of: <u>February 18, 2015</u>	

EXHIBIT

CONVERTED AND REPLACED LICENSES EXHIBIT

Existing License	Existing Quantity	License Metric	CSI#
Oracle Data Masking Pack	N/A	PROCESSOR	18961964
Oracle Audit Vault Collection Agent	N/A	PROCESSOR	18961964
Oracle Audit Vault Server	N/A	PROCESSOR	18961964
Oracle Customer Hub B2c	N/A	RECORD	18961964
Oracle Contact Center Telephony Analytics Fusion Edition	N/A	APPLICATION USER	18961964
Oracle Active Data Guard	N/A	PROCESSOR	18961964
Oracle Case Management Analytics Fusion Edition	N/A	APPLICATION USER	18961964
Oracle Identity Manager Connector - PeopleSoft Enterprise Applications	N/A	CONNECTOR	18961964
Oracle Identity Manager Connector - IBM RACF	N/A	CONNECTOR	18961964
Oracle Customer Master Data Management Integration Base Pack	N/A	PROCESSOR	18961964
Oracle Database Lifecycle Management Pack	N/A	PROCESSOR	18961964
Oracle Identity Manager Connector - Microsoft Active Directory	N/A	CONNECTOR	18961964
Oracle Diagnostics Pack	N/A	PROCESSOR	18961964
Oracle Identity Manager Connector - Database User Management	N/A	CONNECTOR	18961964
Oracle Enterprise Data Quality Profile And Audit	N/A	PROCESSOR	18961964
Oracle WebCenter Portal	N/A	PROCESSOR	18961964
Siebel Test Automation Interfaces	N/A	APPLICATION USER	18961964
Oracle Secure Enterprise Search Connector - Siebel	N/A	CONNECTOR	18961964
Oracle Secure Enterprise Search	N/A	PROCESSOR	18961964
Oracle SOA Management Pack Enterprise Edition	N/A	PROCESSOR	18961964
Oracle WebCenter Applications Adapter For Siebel	N/A	PROCESSOR	18961964
Oracle SOA Suite For Oracle Middleware	N/A	PROCESSOR	18961964
Oracle WebCenter Adapter For Microsoft SharePoint For WebCenter Portal	N/A	PROCESSOR	18961964
Oracle Service Registry	N/A	PROCESSOR	18961964
Oracle Informatica Powercenter And Powerconnect Adapters	N/A	NAMED USER PLUS	18961964
Oracle Policy Modeling	N/A	APPLICATION USER	18961964
Oracle Policy Automation Connector For Siebel	N/A	PROCESSOR	18961964
Oracle Management Pack Plus For Identity Management	N/A	NONSTANDARD USER	18961964
Oracle Partner Analytics Fusion Edition	N/A	APPLICATION USER	18961964
Oracle Policy Automation	N/A	PROCESSOR	18961964
Oracle Real-Time Scheduler	N/A	FIELD RESOURCE	18961964
Oracle User Productivity Kit Standard	N/A	APPLICATION USER	18961964
Oracle Service Analytics Fusion Edition	N/A	APPLICATION USER	18961964
Oracle Tuning Pack	N/A	PROCESSOR	18961964
Oracle Identity Manager Connector - Unix	N/A	CONNECTOR	18961964
Oracle Identity Manager Connector - Siebel Enterprise Applications	N/A	CONNECTOR	18961964
Oracle User Productivity Kit Standard	N/A	UPK DEVELOPER	18961964
Oracle Real Application Clusters	N/A	PROCESSOR	18961964
Oracle WebLogic Server Management Pack Enterprise	N/A	PROCESSOR	18961964

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Edition			
Siebel CTI	N/A	APPLICATION USER	18961964
Oracle Enterprise Repository	N/A	PROCESSOR	18961964
Oracle WebLogic Suite	N/A	PROCESSOR	18961964
Siebel Financial Services CRM Base Option	N/A	APPLICATION USER	18961964
Siebel Public Sector Eservice	N/A	PROCESSOR	18961964
Oracle WebCenter Suite Plus	N/A	PROCESSOR	18961964
Siebel Email Response	N/A	APPLICATION USER	18961964
Siebel Public Sector CRM Base Option	N/A	APPLICATION USER	18961964
Siebel Field Service	N/A	APPLICATION USER	18961964
Siebel Public Sector Partner Portal	N/A	REGISTERED USER	18961964
Siebel CRM Base	N/A	APPLICATION USER	18961964
Siebel Partner Manager	N/A	APPLICATION USER	18961964
Siebel Remote Client	N/A	APPLICATION USER	18961964
Siebel CRM Web Channel For Customers - Up To 15 Objects	N/A	PROCESSOR	18961964
Siebel Helpdesk Option	N/A	APPLICATION USER	18961964
Siebel Data Quality	N/A	APPLICATION USER	18961964
Siebel Group Policies	N/A	APPLICATION USER	18961964
Siebel Individual Coverage	N/A	APPLICATION USER	18961964
Oracle Healthcare Adapter	N/A	PROCESSOR	18961964
Siebel Tools	N/A	APPLICATION USER	18961964
Oracle Management Pack For WebCenter	N/A	PROCESSOR	18961964
Siebel Smart Answer Connector	N/A	APPLICATION USER	18961964
Siebel Smart Answer For Service	N/A	APPLICATION USER	18961964
Oracle Enterprise Governance, Risk, And Compliance Manager	N/A	APPLICATION USER	18961964
Oracle Enterprise Data Quality Match And Merge	N/A	PROCESSOR	18961964
Oracle Human Resources Analytics Fusion Edition	N/A	APPLICATION USER	18961964
Oracle Enterprise Data Quality Parsing And Standardization	N/A	PROCESSOR	18961964
Oracle Tutor	N/A	APPLICATION USER	18961964
Oracle Financial Analytics Fusion Edition	N/A	APPLICATION USER	18961964
Siebel Field Service Integration To Oracle Real-Time Scheduler	N/A	PROCESSOR	18961964
Oracle Unified Business Process Management Suite	N/A	PROCESSOR	18961964
Oracle Data Integrator Enterprise Edition	N/A	PROCESSOR	18961964
Oracle Database Vault	N/A	PROCESSOR	18961964
Oracle Identity Manager Connector - Microsoft Windows	N/A	CONNECTOR	18961964
Oracle Identity Manager Connector - Microsoft Exchange	N/A	CONNECTOR	18961964
Oracle Database Enterprise Edition	N/A	PROCESSOR	18961964
Oracle Identity Manager Connector - Database Applications Table	N/A	CONNECTOR	18961964
Oracle Identity Manager Connector - RSA Authentication Manager	N/A	CONNECTOR	18961964
Oracle Customer Master Data Management Integration Option For Siebel CRM	N/A	PROCESSOR	18961964
Oracle Enterprise Data Quality Address Verification Server	N/A	PROCESSOR	18961964
Oracle Business Intelligence Publisher	N/A	PROCESSOR	18961964
Oracle Business Intelligence Management Pack	N/A	NAMED USER PLUS	18961964
Oracle Business Intelligence Suite Enterprise Edition Plus	N/A	NAMED USER PLUS	18961964

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Oracle Customer Hub Data Steward	N/A	APPLICATION USER	18961964
Oracle Customer Hub B2b	N/A	RECORD	18961964
Oracle Identity And Access Management Suite Plus	N/A	NONSTANDARD USER	18961964
Oracle Activity Hub B2c For Oracle Customer Hub B2c	N/A	RECORD	18961964
Oracle Activity Hub B2b For Oracle Customer Hub B2b	N/A	RECORD	18961964
Oracle Application Integration Architecture Foundation Pack	N/A	PROCESSOR	18961964
Oracle Identity Analytics	N/A	EMPLOYEE USER	18961964
Oracle Application Management Suite For Siebel	N/A	PROCESSOR	18961964
Oracle Advanced Security	N/A	PROCESSOR	18961964

ESTIMATED CONTRACT MAXIMUM AMOUNT SCHEDULE EXHIBIT

The amounts specified in the following table are based on the technical support caps set forth in section D.3 of the ordering document (as amended by section 1.14 of Amendment #5) and includes the estimates (denoted with an asterisk (*) in the table below) for the not-to-exceed amounts for the applicable technical support renewal periods. The estimates are subject to change pursuant to the terms of the ordering document, including sections C.2 and D.1.b.

Item	Amount (USD)
Net license fees for the existing program licenses	3,157,452.99
Net technical support fees for the existing program licenses (as adjusted under Amendment #1)	4,213,665.33
\$695,324.31 (12 months, February 18, 2011 – February 17, 2012)	
\$695,324.31 (12 months, February 18, 2012 – February 17, 2013)	
\$695,324.31 (12 months, February 18, 2013 – February 17, 2014)	
\$709,230.80 (12 months, February 18, 2014 – February 17, 2015)	
\$709,230.80 (12 months, February 18, 2015 – February 17, 2016)	
*\$709,230.80 (12 months, February 18, 2016 – February 17, 2017)	
Net license fees for the additional program licenses (acquired under Amendment #3)	2,989,334.69
Net technical support fees for the additional program licenses (acquired under Amendment #3)	2,652,055.81
\$639,635.71 (355 days, February 28, 2013 – February 17, 2014)	
\$670,806.70 (12 months, February 18, 2014 – February 17, 2015)	
\$670,806.70 (12 months, February 18, 2015 – February 17, 2016)	
*\$670,806.70 (12 months, February 18, 2016 – February 18, 2017)	
Net license fees for the new program licenses (acquired under OD Amendment #4)	317,060.50
Net technical support fees for the new program licenses (acquired under OD Amendment #4)	219,961.81
\$80,455.19 (421 days, December 24, 2013 – February 17, 2015)	
\$69,753.31 (365 days, February 18, 2015 – February 17, 2016)	
*\$69,753.31 (365 days, February 18, 2016 – February 17, 2017)	
Net license fees for the new and extended program licenses (acquired under OD Amendment #5)	1,580,000.00
Net technical support fees for the new and extended program licenses (acquired under OD Amendment #5)	695,200.00
\$347,600 (12 months, February 18, 2015 – February 17, 2016)	
*\$347,600 (12 months, February 18, 2016 – February 17, 2017)	
Estimated Maximum Contract Amount	\$ 15,824,731.13

NOTE: The net license fees are one-time fees. The technical support services may be renewed annually, as described in section D.3 of the ordering document.

**ATTACHMENT C:
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State. The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$_____ per occurrence, and \$_____ aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

ATTACHMENT D

MODIFICATIONS OF CUSTOMARY PROVISIONS
OF

ATTACHMENT C OR ATTACHMENT F

This Attachment D modifies and supersedes Attachments C and F.

I. ATTACHMENT C MODIFICATIONS

1. Section 4, "Appropriations," is deleted in its entirety and replaced with the following:

"Appropriations: If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. The State acknowledges and agrees that its issuance of a purchase order to Oracle is the State's representation to Oracle that funds for that purchase have been fully appropriated and are presently available."

2. The second and fourth paragraphs of Section 6, "Independence, Liability," are deleted in their entirety and replaced with the following:

"The Contractor shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent of the Contractor, excepting claims for breach of contract and claims for infringement of intellectual property rights. Claims for infringement of intellectual property rights shall be governed solely by Section G, Indemnification, of the Oracle License and Services Agreement incorporated herein as Attachment A to this agreement. With respect to claims for tangible personal property, tangible personal property shall not include software, documentation, data or data files. The contractor shall have no liability for any claim of tangible personal property damage arising from use of software.

The Contractor's indemnification obligations set forth herein are conditioned upon the State (1) notifying the Contractor within thirty (30) days of your receipt of any such claim or suit; (2) providing Contractor with sole control of the defense and all related settlement negotiations (provided, however, that without the State's written consent, the Contractor may not admit that the State has any liability in conjunction with the defense or as a result of the settlement of the claim.); and (3) providing the Contractor with assistance, information and authority reasonably necessary to defend and/or settle the claim or suit in accordance with this section."

3. The last 2 paragraphs of Section 7, "Insurance," are deleted in their entirety.

4. Section 8, "Reliance by the State on Representations," is deleted in its entirety and replaced with the following:

"All payments by the State under this contract will be made in reliance upon the accuracy of all signed, written representations by the Contractor, including but not limited to bills, invoices, progress reports and other proofs of work."

4. Section 9, "Requirement to Have a Single Audit," is deleted in its entirety.

5. The first sentence of Section 10, "Records Available for Audit," is deleted in its entirety and replaced with the following:

"The Contractor will maintain all books, documents, payroll papers, accounting records and other financial evidence normally maintained in the course of business relating to the specific performance of this agreement and make them available at reasonable times, upon advance written notice, during the period of the contract and for three years thereafter for inspection by any authorized representatives of the State or Federal Government."

7. **Section 11, “Fair Employment Practices and American with Disabilities Act,” is deleted in its entirety and replaced with the following:**

“Contractor agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also comply with the Americans with Disabilities Act of 1990 with respect to its employment practices. Contractor further agrees to include this provision in all subcontracts.”

8. **Section 14, “Child Support,” is deleted in its entirety.**

9. **The following is added as a second paragraph in Section 15, “Sub-Agreements” :**

“Notwithstanding the foregoing, the State agrees that the Contractor may assign this agreement, including all of the Contractor’s rights and obligation hereunder, in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Contractor.”

10. **Section 16, “No Gifts or Gratuities,” shall be deleted in its entirety and replaced with the following:**

“With respect to giving anything of substantial value to any officer or employee of the State, Contractor will comply with the requirements of Vermont Executive Order 3-45 during the term of this agreement.”

11. **Section 17, “Copies,” is deleted in its entirety and replaced with the following:**

“**Copies:** Contractor shall use reasonable efforts to print all written reports provided to the State under this agreement using both sides of the paper.”

12. **The parenthetical phrase in Section 18, “Certification Regarding Debarment,” is deleted in its entirety and replaced with the following: “(officers and directors)”.**

13. **Section 19, “Certification Regarding Use of State Funds,” is deleted in its entirety.**

14. **Section 20, “Internal Controls,” is deleted in its entirety.**

15. **Section 21, “Mandatory Disclosures,” is deleted in its entirety.**

16. **Section 22, “Conflict of Interest,” is deleted in its entirety.**

II. ATTACHMENT F MODIFICATIONS

1. **Section 1 is deleted in its entirety as not applicable.**

2. **Section 2 is deleted in its entirety as not applicable to the licensing of proprietary software and maintenance.**

3. **Section 3 is deleted in its entirety as not applicable to the licensing of proprietary software and maintenance.** Please see Audit requirements in Attachment C (Standard State Contract Provisions), paragraph 10.

4. **Section 4 is deleted in its entirety as not applicable to the licensing of proprietary software and maintenance.**

5. **Section 5 is deleted in its entirety as not applicable to the licensing of proprietary software and maintenance.**

6. **Privacy and Security Standards. Section 7 is deleted in its entirety and replaced with the following:** Oracle is committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available at oracle.com/support/policies.html. The Global Customer Support Security Practices are subject to change at Oracle’s discretion; however, Oracle will not materially reduce the level of security specified in the Security Practices during the period for which fees for technical support have been paid.

- 7. Section 8 is deleted in its entirety as not applicable to the licensing of proprietary software and maintenance.**
- 8. Section 9 is deleted in its entirety as not applicable to the licensing of proprietary software and maintenance.**
- 9. Section 10 is deleted in its entirety as not applicable to the licensing of proprietary software and maintenance.** The ownership and intellectual property rights to the proprietary software are set forth in Sections C and D of the Oracle License and Services Agreement (Attachment A).
- 10. Section 11 is deleted in its entirety as not applicable to the licensing of proprietary software and maintenance.**
- 11. Section 12 is deleted in its entirety as not applicable to the licensing of proprietary software and maintenance.**
- 12. The second paragraph of Section 14 is deleted in its entirety as not applicable to the licensing of proprietary software and maintenance.**
- 13. Section 15 is deleted in its entirety as not applicable to the licensing of proprietary software and maintenance.**