ORACLE®

ORACLE LINUX AND ORACLE VM FAR PART 12 SERVICES AGREEMENT

This Oracle Linux and Oracle VM Services Agreement is between Oracle America, Inc. ("Oracle") and the individual or entity of the United States Government identified below in the signature block.

1. **DEFINITIONS**

   1.1 "**Agreement**" refers to this Oracle Linux and Oracle VM Services Agreement (including any amendments thereto). This Agreement governs Your use of the Oracle Linux/Oracle VM Service Offering(s) ordered from Oracle or an Oracle-authorized distributor.

   1.2 "**Covered Programs**" is defined as the specific set of software products listed on the document titled Oracle Linux and Oracle VM Included Files (available at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf) for which You have ordered Oracle Linux/Oracle VM Service Offering(s), including any related program documentation and patches and bug fixes acquired through such Oracle Linux/ Oracle VM Service Offering(s).

   1.3 "**Oracle Linux Service Offering(s)" and "Oracle VM Service Offering(s)**" (collectively, "Oracle Linux/Oracle VM Service Offering(s)") refer to Oracle Linux and Oracle VM support services respectively and Oracle Linux/Oracle VM-related Service Offerings(s) as defined under the Oracle Linux and Oracle VM support policies.

   1.4 "**Oracle Linux/Oracle VM Term(s)**" is defined as the duration for which You have acquired the applicable Oracle Linux/Oracle VM Service Offering(s).

   1.5 "**Physical CPU(s)**" is defined as each monolithic integrated circuit responsible for executing a System's Covered Programs. A monolithic integrated circuit with multiple cores or hyperthreading is counted as a single Physical CPU when determining the total number of Physical CPUs in a System.

   1.6 "**Program Documentation**" refers to the Program user manual and Program installation manuals. Program Documentations may be delivered with the Programs. You may access the documentation online at http://oracle.com/documentation.

   1.7 "**Supported System(s)**" is defined as a System to which You apply or intend to apply Oracle Linux/Oracle VM Service Offering(s) received from Oracle at the specified service level in Your order, including but not limited to updates, patches, fixes, security alerts, work arounds, configuration, installation assistance (for Oracle VM, Support System(s) includes Oracle VM Manager).

   1.8 "**System(s)**" is defined as the computer on which the Oracle Linux programs and/or Oracle VM Server programs are installed. Where computers/blades are clustered, each computer/blade within the cluster shall be defined as a System. (For purposes of calculating the price of the Oracle VM Service Offering(s), the computers where the Oracle VM Manager programs are installed are not counted).

   1.9 "**You**" and "**Yours**" refers to the individual or entity that has executed this Agreement.

2. **AGREEMENT TERM**

   Orders may be placed under this Agreement for five years from the Effective Date (indicated below in Section 20).

3. **ORACLE LINUX/ORACLE VM SERVICE OFFERING(S)**

   3.1 The Oracle Linux/Oracle VM Service Offering(s) are provided at the support level and for the Oracle Linux/ Oracle VM Term defined in Your order.

   3.2 When ordering Oracle Linux/Oracle VM Service Offering(s) You must comply with the following availability rules:

   - Oracle Linux Premier Limited, Oracle Linux Basic Limited, and Oracle VM Premier Limited are available only for Systems with no more than 2 Physical CPUs per System.

   - Oracle Linux Premier, Oracle Linux Basic, Oracle Linux Network, and Oracle VM Premier are available for Systems with any number of Physical CPUs per System.

3.3   Upon Oracle's acceptance of Your order, You have the limited right to receive the applicable Oracle Linux/Oracle VM Service Offering(s) solely for Your business operations and subject to the terms of this Agreement.

3.4   For purposes of the order, (a) Oracle Linux Service Offering(s) consist of the Oracle Linux support services level You may have ordered for the Oracle Linux programs; and (b) Oracle VM Service Offering(s) consist of the Oracle VM support services level You may have ordered for the Oracle VM programs. If ordered, the Oracle Linux/Oracle VM Service Offering(s) (including initial year and all subsequent years) are provided under the Oracle Linux and Oracle VM support policies in effect at the time the Oracle Linux/Oracle VM Service Offering(s) are provided.   The Oracle Linux and Oracle VM support policies, which are incorporated in this Agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of Oracle Linux/Oracle VM Service Offering(s) provided during the period for which fees for the Oracle Linux/Oracle VM Service Offering(s) have been paid. Oracle Linux/Oracle VM Service Offering(s) are available for certain Systems, and may be subject to additional restrictions as set forth in the Oracle Linux and Oracle VM support policies. You should review the Oracle Linux and Oracle VM support policies prior to entering into the order for the applicable Oracle Linux/Oracle VM Service Offering(s). You may access the current version of the Oracle Linux and Oracle VM support policies at http://www.oracle.com/us/support/library/enterprise-linux-support-policies-069172.pdf.

3.5   The Oracle Linux/Oracle VM Service Offering(s) are effective upon the effective date of Your order unless otherwise stated in Your order. If Your order was placed through the Oracle Store, the effective date is the date Your order was accepted by Oracle.

3.6   The Oracle Linux/Oracle VM Service Offering(s) provided under this Agreement are in support of licenses You acquired separately. All patches, bug fixes and other code received as part of the Oracle Linux/Oracle VM Service Offering(s) under this Agreement shall be provided under the terms of the appropriate license agreement that You accepted upon downloading and/or installing the Oracle Linux and/or Oracle VM program(s). The Oracle Linux/Oracle VM Service Offering(s) may also include the right to use certain additional software or tools during the Oracle Linux/Oracle VM Term for which fees for Oracle Linux/Oracle VM Service Offering(s) have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the Program Documentation.

4.   **INDEMNIFICATION**

4.1   Provided You are a current subscriber to the Oracle Linux/Oracle VM Service Offering(s), if a third party makes a claim against You that any Covered Programs furnished by Oracle, and used by You for Your business operations infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following:
   a.   Notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);
   b.   Give Oracle sole control of the defense and any settlement negotiations subject to 28 U.S.C. 516; and
   c.   Give Oracle the information, authority, and assistance it needs to defend against or settle the claim.

4.2   If Oracle believes or it is determined that any Covered Programs may have violated a third party's intellectual property rights, Oracle may choose to either modify the Covered Programs to be non-infringing (while substantially preserving their utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, then Oracle may, upon 30 days notice to You, terminate Your right to receive indemnification for Your further use of the Covered Programs.

4.3   Notwithstanding the above, Oracle will not defend or indemnify You in connection with claims, damages, liabilities, costs or expenses arising out of, or caused by, or related to: (a) Your distribution of the Covered Programs; (b) Your alteration of the Covered Programs; (c) Your use of a version of the Covered Programs which has been superseded, if the infringement claim could have been avoided by using the current version of the Covered Programs; (d) Your use of the Covered Programs outside the scope of use identified in the user documentation or the Oracle Linux and Oracle VM support policies; (e) Your use of the Covered Programs when You were not a subscriber to the Oracle Linux/Oracle VM Service Offering(s); (f) any information, design, specification, instruction, software, data, or material not furnished by Oracle; (g) the combination of any Covered Programs with any products or services not provided by Oracle; (h) Your claim, lawsuit, or action against a third party. **This section provides Your exclusive remedy for any infringement claims or damages, liabilities, costs or expenses.**

5.   **FEES AND TAXES; ORACLE LINUX/ORACLE VM-RELATED SERVICE OFFERING(S)**

5.1   For the initial Oracle Linux/Oracle VM Term for which fees are to be paid for the applicable Oracle Linux/Oracle VM Service Offering(s), the fees due will be calculated based upon the number of Systems to be supported that are in existence as of the date of Your order. For the second and all subsequent Oracle Linux/Oracle VM Terms, the fees due will be calculated based on the total number of Systems supported that are in existence as of the first day of the applicable Oracle Linux/Oracle VM Term(s) (e.g., fees calculated for the second term will be based upon the total number of Systems supported that are in existence on the first day of the second term).

5.2   In addition to the fees for the Oracle Linux/Oracle VM Service Offering(s) specified above, You agree to pay additional fees for the level of Oracle Linux/ Oracle VM Service Offering(s) ordered based on the maximum number of Supported Systems that exist simultaneously at any time during the applicable Oracle Linux/Oracle VM Term and in accordance with the Oracle Linux and Oracle VM support policies for the level of support You are ordering. In the event that You decide to increase the number of Supported Systems, You agree that You will promptly place an order or execute a contract modification for Oracle Linux/ Oracle VM Service Offering(s) for the increased number of these Supported System(s) and pay the additional required fees.

5.3   You may order a limited number of Oracle Linux/Oracle VM-related Services Offering(s) under this Agreement, as listed in the Oracle Linux and Oracle VM support policies. For these Oracle Linux/ Oracle VM-related Service Offering(s), the fees due for the initial Oracle Linux/Oracle VM Term and all subsequent Oracle Linux/Oracle VM Terms will be as set forth in your order.

5.4   All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Oracle Linux/Oracle VM Service Offering(s) You ordered, except for taxes based on Oracle's income. Also, You will reimburse Oracle for reasonable expenses related to providing the Oracle Linux/Oracle VM Service Offering(s).

5.5   You understand that You may receive multiple invoices for the Oracle Linux/Oracle VM Service Offering(s) You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standard Policy, which may be accessed at http://oracle.com/contracts.

5.6   Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in this Agreement.

5.7   Oracle Linux/Oracle VM Service Offering(s) fees are invoiced after performance of the Oracle Linux/Oracle VM Service Offering(s); specifically, Oracle Linux/Oracle VM Service Offering(s) fees are invoiced quarterly in arrears from the start date of the Oracle Linux/Oracle VM Term. The period of performance for all Oracle Linux/Oracle VM Service Offering(s) is effective upon the effective date of Your order.

6.   WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1   Oracle warrants that the Oracle Linux/Oracle VM Service Offering(s) will be provided in a professional manner consistent with industry standards. You must notify Oracle of any Oracle Linux/Oracle VM Service Offering(s) warranty deficiencies within 90 days from performance of the defective Oracle Linux/Oracle VM Service Offering(s).

6.2   **TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

6.3   **ORACLE DOES NOT GUARANTEE THAT THE COVERED PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT ORACLE LINUX/ORACLE VM SERVICE OFFERING AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING.**

7.   TERMINATION

7.1   If either of us breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this Agreement. If Oracle terminates this Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for the Oracle Linux/Oracle VM Service Offering(s) received under this Agreement plus related taxes and expenses (if any). Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach.

7.2   You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. If You end this Agreement as specified in the preceding sentence, You agree You must pay within 30 days all amounts which have accrued prior to the end of this Agreement, as well as all sums remaining unpaid for services received under this Agreement plus applicable related taxes and expenses (if any).

7.3   If You have used a contract with Oracle or an affiliate of Oracle to pay for the Oracle Linux/Oracle VM Service Offering(s) received under this Agreement and You are in default under that contract, You may not use the Oracle Linux/Oracle Service Offering(s) that are subject to such contract.

7.4   Provisions that survive termination or expiration include those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

8. NONDISCLOSURE

8.1   By virtue of this Agreement, the parties may have access to information that is confidential to one another ("**Confidential Information**").   We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential Information shall be limited to the terms and pricing under this Agreement and all information clearly identified as confidential at the time of disclosure.

8.2   A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3   Subject to the Freedom of Information Act ("FOIA") (5 U.S.C. §552), we each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. Oracle may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's confidential information pursuant to FOIA, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object or limit any such disclosure.

8.4 To the extent You provide personal information to Oracle as part of any Service Offering(s) You have ordered under this Agreement, Oracle will comply with:

a.   the relevant Oracle privacy policies applicable to the Service Offering(s), available at http://www.oracle.com/us/legal/privacy/overview/index.html;
b.   the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at http://www.oracle.com/us/corporate/contracts/; and
c.   the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"). The version of the Data Processing Agreement applicable to Your order is available at https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing and is incorporated herein by reference. The Data Processing Agreement does not apply to education services and Oracle Data Cloud services. Your order for Service Offering(s) may also contain additional or more specific privacy terms.

9. ENTIRE AGREEMENT

9.1   You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete Agreement for Oracle Linux/Oracle VM Service Offering(s) ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Oracle Linux/Oracle VM Service Offering(s).

9.2   It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, 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 Oracle Linux/Oracle VM Service Offering(s) ordered. In the event of any inconsistencies between the terms of an order and this Agreement, the order shall take precedence. This Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under this Agreement shall be provided to the other party in writing.

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING(S), SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING(S) GIVING RISE TO THE LIABILITY. THIS SECTION SHALL NOT BE CONSTRUED TO LIMIT ORACLE'S INDEMNIFICATION OBLIGATION OR YOUR EXCLUSIVE REMEDY FOR ANY INFRINGEMENT CLAIMS OR DAMAGES, LIABILITIES, COSTS OR EXPENSES UNDER SECTION 4 (INDEMNIFICATION) ABOVE.

11. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Oracle Linux/Oracle VM Service Offering(s). You agree that such export control laws govern Your use of any Oracle Linux/Oracle VM Service Offering(s) deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program and/or materials resulting from Oracle Linux/Oracle VM Service Offering(s) (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Oracle Linux/Oracle VM Service Offering(s) and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Oracle Linux/Oracle VM Service Offering(s) ordered or delivered.

13. NOTICE

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, 94065, United States, Attention: General Counsel, Legal Department.

14. ASSIGNMENT

You may not assign this Agreement or give or transfer the Oracle Linux/Oracle VM Service Offering(s) or an interest in them to another individual or entity. If You grant a security interest in the Oracle Linux/Oracle VM Service Offering(s), the secured party has no right to use or transfer those Oracle Linux/Oracle VM Service Offering(s) and if You decide to finance Your acquisition of any Oracle Linux/Oracle VM Service Offering(s), You will follow Oracle's policies, regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or separately licensed third party technology licensed under open source or similar license terms.

15. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Oracle Linux/Oracle VM Service Offering(s) to ensure Your use of the Oracle Linux/Oracle VM Service Offering(s) is in compliance with the terms of the applicable order and the Agreement. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Oracle shall comply with reasonable security and safety rules, policies and procedures ("security rules") while performing any such audit, provide that such security rules are applicable to the performance of the audit; You make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of this Agreement or Your order. If the audit identifies non-compliance, You shall be responsible for paying within 30 days of written notification any fees applicable to Your use of the Oracle Linux/ Oracle VM Service Offering(s) in excess of Your service rights and shall submit a contract modification to document the amount of such fees. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

16. SEGMENTATION

The purchase of Oracle Linux/Oracle VM Service Offering(s) or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Oracle Linux/Oracle VM Service Offering(s) or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

18. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

18.1 The following clauses are incorporated by reference into this Agreement, and wherever necessary to make the context of those clauses applicable to this Agreement, the terms "Contractor", Prime Contractor" and "Offeror" shall mean Oracle, the term

"Contract" shall mean this Agreement, and the terms "Government", "Contracting Officer" and equivalent phrases shall mean You.

a) FAR 52.212-4, Contract Terms and Conditions – Commercial Items (MAY 2015), subsections (b) Assignment; (d) disputes; (g) invoice; (i) payment; (q) other compliances; (r) compliance with laws unique to Government contracts; and (u) unauthorized obligations. In accordance with FAR 12.302 (b), the remaining subsections of FAR 52.212-4 have been tailored consistent with customary commercial practice and are addressed in other sections of this Master Agreement.
b) FAR 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509)
c) FAR 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements (JAN 2017)
d) FAR 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)
e) FAR 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
f) FAR 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include FAR 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
g) FAR 52.222-21, Prohibition of Segregated Facilities (APR 2015)
h) FAR 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246)
i) FAR 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212)
j) FAR 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793)
k) FAR 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212)
l) FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
m) FAR 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627) or Alternate I (MAR 2015) of FAR 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627), as applicable in the relevant order.
n) FAR 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989)
o) FAR 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
p) FAR 52.233-3, Protest After Award (AUG 1996)
q) FAR 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)

18.2 Any additional clauses must be agreed upon in the applicable order placed against this Agreement.

19. OTHER

19.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

19.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this Agreement.

19.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

19.4 Oracle Linux/Oracle VM Service Offering(s) are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Oracle Linux/Oracle VM Service Offering(s) in such applications.

19.5 If requested by an authorized distributor on Your behalf, You agree Oracle may provide this Agreement to the authorized distributor to enable the processing of Your Order with that authorized distributor.

19.6 The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

19.7 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing Oracle Linux/Oracle VM Service Offering(s) as an Oracle subcontractor in furtherance of an order placed under this Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

20. AGREEMENT EFFECTIVE DATE

The Effective Date of this Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

End User Agency

Authorized
Signature:_____

 Name:_____

Title: _____

 Signature Date: _____

Agreement No.: _____*[to be completed by Oracle]*

Oracle America, Inc.

Authorized
Signature:_____

Name: _____

Title: _____

Signature Date: _____