

NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS 2016-2026

Led by the State of **Utah**

Master Agreement #: AR2487

Contractor: **ORACLE AMERICA, INC.**

Participating Entity: **STATE OF MINNESOTA**

State of Minnesota Contract No.: 182762

Oracle Contract Number: US-GMA-1301562 (AR2487)_PA_MN

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

The following Services are included in this contract portfolio:

- See Attachment B (Oracle Cloud Services – Overview) of the Master Agreement.

Master Agreement Terms and Conditions:

1. Scope:

This Addendum covers Cloud Services and Cloud Services-related consulting and other Professional Services led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Officer.

2. Participation:

Authorized Contract Users: Minnesota State Agencies, Minnesota Counties, Minnesota Municipalities, Minnesota cities, Minnesota Towns, Minnesota Townships, Minnesota School Districts and Minnesota Institutions of Higher Education, including the Board of Trustees of the Minnesota State Colleges and Universities (collectively referred to as "Minnesota Entities"), and all agencies or instrumentalities of such Minnesota Entities may order Services from Oracle or an authorized distributor in accordance with the terms and conditions of this Participating Addendum, provided such Minnesota Entities (and their agencies or instrumentalities) are registered Certified Purchasing Venture ("CPV") members within the State of Minnesota (each such entity, agency, or instrumentality registered as a CPV member is defined as an "Authorized Contract User").

Notwithstanding the foregoing, Minnesota State Agencies may order Services from Oracle in accordance with the terms and conditions of this Participating Addendum without being registered CPV members and shall be considered Authorized Contract Users. Authorized

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Contract Users may be referred to as a "Purchasing Entity" and collectively as the "Purchasing Entities."

3. Effective Date and Contract Period:

This Addendum shall be effective on date of contract execution until September 15, 2021. This Addendum may be renewed for up to five (5) additional 1 year option periods (subject to written mutual agreement).

Orders may be placed under this Addendum for the period commencing upon the Effective Date (as defined below) and ending on the earliest of (i) September 15, 2026, (ii) the date of expiration or termination of the Master Agreement, or (iii) the date of expiration or termination of this Addendum.

By executing an Order under this Addendum, the Purchasing Entity and Oracle agree to be bound by the terms and conditions of the applicable Ordering Document and this Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with and breach(es) of such terms and conditions. No terms or conditions within an Ordering Document shall apply to the extent they are expressly prohibited by Minnesota law.

The Participating State hereby represents and warrants that the entities listed above have been authorized by the State's Chief Procurement Official to use the Master Agreement and this Addendum.

4. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Deborah Vaughn
Address:	1910 Oracle Way, Reston, VA 20190
Telephone:	703-364-0925
Fax:	703-364-0925
Email:	deborah.vaughn@oracle.com

Participating State

Name:	Matt Hassenstab
Address:	Office of State Procurement 50 Sherburne Avenue, Suite 112 St. Paul, MN 55155
Telephone:	651-201-2431
Fax:	651-297-3996
Email:	Matt.Hassenstab@state.mn.us

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The following Exhibit and Attachment, which are attached and incorporated into this Addendum, modify and supplement the Master Agreement with respect to the Participating State and Authorized Contract Users.

Exhibit A- Minnesota General Terms, Conditions, and Specifications**Exhibit B - Equal Pay Certificate****6. Resellers:**

Certain Oracle-authorized resellers ("Authorized Resellers" or "Fulfillment Partners") are eligible to resell Services to authorized Purchasing Entities under this Addendum. Such Authorized Resellers, if any, are authorized to take orders under this Addendum and invoice and receive payment from such Purchasing Entities. Oracle is responsible for any reports and/or fees that are required per the terms and conditions of the Master Agreement and/or this Addendum, unless expressly stated otherwise herein. Participation of Authorized Resellers, if any, will be in accordance with the terms and conditions set forth in the Master Agreement and this Addendum. Oracle will incorporate this Addendum into the appropriate partner distribution agreement with an Authorized Reseller. All of the Authorized Resellers under this Addendum, if any, will promptly be listed on an Oracle website.

7. Orders:

- a. Any Order placed by a Purchasing Entity for Services available under the Master Agreement and this Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement and this Addendum, unless the parties to the Order agree in writing that another contract or agreement applies to such order. This PA is not a purchase order, nor does it guarantee any purchases will be made.
- b. Unless otherwise handled by an Authorized Reseller under the above paragraph, Orders and payments may be made directly to Oracle. Orders are to be submitted as directed to Oracle's sales representative. After the contents of an Ordering Document have been mutually agreed upon, Oracle and the Purchasing Entity shall sign the Ordering Document, and payments shall be submitted in accordance with such Ordering Document and applicable Oracle invoice.

8. Entire Agreement:

- a. By placing an Order under this Addendum, each Purchasing Entity agrees that this Addendum and any information that is incorporated by written reference into this Addendum or the applicable Ordering Document (including reference to information contained in a URL or referenced policy), together with the applicable Ordering Document, are the complete agreement for the Services ordered by such Purchasing Entity and supersede all prior or contemporaneous agreements or representations, written or oral,

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regarding such Services. Oracle updates to Service Specifications will not increase the fees specified for the quantity of Cloud Services purchased in the table(s) above Section A of an ordering document placed under this Agreement during the Service Period for such Cloud Services.

- b. It is expressly agreed that the terms of this Addendum and any Oracle Ordering Document 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 Services ordered.

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

Participating Entity: State of Minnesota	Oracle America, Inc.:
Signature: DocuSigned by: 6005AE573CD4486...	Signature: DocuSigned by: 231A17871DC9410...
Name: Matt Hassenstab	Name: Deborah Vaughn
Title: AMS	Title: Contracts Manager
Date: 10/13/2020	Date: 9/25/2020

Participating Entity: state of Minnesota
Signature: DocuSigned by: 68D02A26D7604BA...
Name: Andy Doran
Title: IT Acquisitions Supervisor
Date: 10/13/2020

Effective Date of this Addendum: 10/13/2020 _____

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

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Minnesota Exhibit A
Minnesota General Terms, Conditions, and Specifications

1. **STATE AUDITS** (Minn. Stat. § 16C.05, Subd. 5). Oracle will comply with Minn. Stat. § 16C.05, Subd. 5, as applicable to the specific performance of this PA, to the extent permitted by Minnesota law.
2. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** Bodily Injury and Tangible Personal Property. Oracle shall defend and indemnify You against any and all claims of bodily injury and/or tangible personal property damage resulting from grossly negligent or intentionally wrongful actions or omissions of Oracle or a person employed by Oracle (i.e., as an employee or independent contractor) while performing Services on site at Your location under an Ordering Document or participating in the project related to such Services, if such actions or omissions were not proximately caused by the action or omission of You or any third party; provided however, that (a) You notify Oracle within thirty (30) days of Your receipt of a claim; (b) Oracle has sole control of the defense and all related settlement negotiations, subject to the approval of the Minnesota Attorney General; and (c) You provide Oracle with the assistance, information and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by You in providing such assistance will be reimbursed by Oracle. As used in this section, the term "tangible personal property" shall not include software, documentation, data or data files. Oracle shall have no liability for any claim of bodily injury and/or tangible personal property damage arising from use of software. This section states the parties' entire liability and exclusive remedy for bodily injury and property damage.
3. **GOVERNMENT DATA PRACTICES.** Oracle shall comply with all applicable laws, including the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13) (and, where applicable, if the Authorized Contract User (as defined herein) is part of the Minnesota Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court), to the extent that such laws, by their terms, are clearly applicable to Oracle's delivery of Services under this Addendum and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the Services performed under this Addendum.

The Participating State and Purchasing Entities shall not provide Oracle access to health, payment card or other sensitive personal information that requires specific regulatory, legal, or industry data security obligations for the processing of such data, unless such security obligations are specified in the applicable Ordering Document.
4. **GOVERNING LAW AND JURISDICTION.** This Addendum is governed by the substantive and procedural laws of Minnesota and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the state or federal courts with competent jurisdiction in Ramsey County, Minnesota, without regard to its choice-of-law provisions.

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5. HUMAN RIGHTS/AFFIRMATIVE ACTION. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of Contractor's response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the state estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, Contractor must complete the Affirmative Action Certification page. If the contract dollar amount or the state estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then Oracle must comply with the requirements of Minn. Stat. 363A.36, Subd. 1 and Minnesota Rules 5000.3400-5000.3600. A Contract Vendor covered by Minn. Stat. 363A.36, Subd. 1 because it employed more than 40 full-time employees in another state and which does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

Minn. Stat. § 363A.36, Subd. 1 requires the Contract Vendor (Oracle) to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of Human Rights (commissioner) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

Minn. Rules 5000.3400-5000.3600 implement Minn. Stat. § 363A.36, Subd. 1. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendors compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. Rules 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

Oracle must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Oracle agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Oracle agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

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In the event of the Oracle's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, Subd. 1, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Oracle agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state Oracle's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants, and the rights of employees and applicants.

Oracle must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36, Subd. 1, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

Consequences. The consequences of Oracle's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Addendum by the commissioner or the State.

Certification. Oracle hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, Subd. 1 and Minnesota Rules 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

6. **EQUAL PAY CERTIFICATION.** Oracle's Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) is attached to this Addendum as Exhibit B.
7. **PURCHASE ORDERS (PO).** Except as provided the Master Agreement or an Oracle price list, there are no minimum order requirements with respect to Cloud Services Orders. The Oracle agreement number assigned to this Addendum, US-GMA-1301562 (AR2487)_PA_MN, will appear on all ordering documents issued under this PA. Invoices will be submitted pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.
8. **ASSIGNMENT.** Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Oracle, Oracle may not assign this Participating Addendum without Your prior written consent, which shall not be unreasonably withheld.
9. **PARTICIPATING ADDENDUM AMENDMENTS.** Except as otherwise permitted in Section 44.b (Service Specifications) and Section 44.g (Third Party Web Sites) of the Master Agreement and Section 2 (Data Protection) and Section 3 (Data Location) of Exhibits 1, 2, and 3 to the Master Agreement, this

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Participating Addendum and Orders placed hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of the State and of Oracle. The terms of this Participating Addendum shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State and Oracle.

10. USAGE REPORT. Oracle is required to furnish usage data to the Acquisition Management Specialist. A report on the usage under this Addendum must consist of the total dollars invoiced to the State and other entities broken down by:

- State agencies
- CPV members (if applicable)

Failure to provide these reports may result in the cancellation of this Addendum. The following reporting frequency is required, at a minimum:

- Quarterly, or as requested
- Final report after the end of this Addendum

11. MINNESOTA REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. On a quarterly basis, the Contract Vendor shall return to the Department of Administration, Office of State Procurement, a fee of 1% (0.01 multiplication factor) of the total sales invoiced during that quarter, to assist with the cost of administering the Participating Addendum. The administrative fee shall be remitted to the State within 30 days of the end of the quarter. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The Contract Vendor must provide a report detailing the invoices generated during the reporting period to State Agencies and CPV Members. The report must be submitted with the check on or before the required 30 days after the end of the quarter.

12. SEVERABILITY. If any term of this Participating Addendum is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of the Participating Addendum.

13. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE. In accordance with Minn. Stat. § 16A.40 the Contract Vendor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT. Minnesota can request the Contract Vendor's bank routing information by sending an email to collections_us@oracle.com and cashapps_in_ww@oracle.com.

14. SURVIVABILITY. Any termination under Section 7 of the Master Agreement shall not affect the rights and obligations that survive termination or expiration of this Participating Addendum, such as those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

15. E-VERIFY CERTIFICATION. For Services in excess of \$50,000, Oracle certifies that as of the effective date of this Addendum, Oracle has implemented the E-Verify program for all

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newly hired U.S.-based employees who will perform work under this Addendum in the United States. In connection with Orders of Oracle Consulting Services and Oracle Advanced Customer Services under this Addendum, Oracle will include this clause or a substantially equivalent clause requiring a subcontractor certification in its Oracle Consulting Services and Oracle Advanced Customer Services subcontracts issued under this Addendum.

16. SUBCONTRACTOR PAYMENT (When Applicable). With respect to Oracle Consulting Services and Oracle Advanced Customer Services, the Participating State and Oracle agree that Oracle's subcontractors will be paid in accordance with Oracle's internal subcontractor payment terms (which, for the purposes of Min. Stat. §16A.1245, shall be considered a period of dispute) and the 10-day period set forth in Minn. Stat. §16A.1245 shall only apply once that period of dispute has tolled and the payment has become undisputed. The Participating State asserts that this constitutes compliance with Minn. Stat. §16A.1245.

17. STATE'S NON-INDEMNIFICATION. The State asserts that it is unable to and cannot indemnify Oracle as stated herein, whether express or implied. This assertion shall extend to all agreements related to the subject matter of this Addendum, and to all terms subsequently added, without regard to order of precedence.

18. SECURITY AND DATA PROTECTION. The following terms supplement the relevant terms in the Master Agreement:

a. Definitions:

The following sentence is added to the end of the definition of Your Content in the Master Agreement: "Your Content includes any Third Party Content that is brought by You into the Cloud Services, by Your use of the Cloud Services or any Oracle provided tools."

"Service Specifications" means the following documents, as applicable to the Services under Your Order:

- (1) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in the Master Agreement;
- (2) Oracle's Corporate Security Practices document, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>;
- (3) Oracle's privacy policies; and
- (4) Any other Oracle documents that are referenced in or incorporated into Your Order.

The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as Professional Services: the Oracle Cloud Hosting and Delivery Policies, and Program Documentation, and the Data Processing Agreement. The following do not apply to any non-Cloud Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement. Oracle privacy policies are available at <http://www.oracle.com/us/legal/privacy/overview/index.html>.

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b. General:

Oracle will protect Your Content as described in the Service Specifications, which define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services and describe other aspects of system management applicable to the Services.

The parties acknowledge that Order specific terms may be negotiated and agreed to at the Order level including those relating to technical, operational, and security controls.

You and Oracle agree that to the extent that a Service Specification places any requirements on You, You only agree to such requirements to the extent not expressly prohibited by Minnesota law.

c. Professional Services:

In providing consulting Services and/or advanced customer support through Oracle's Consulting and/or Advanced Customer Services organizations, Oracle will adhere to the Oracle Consulting and Advanced Customer Services Security Practices which are available at <http://www.oracle.com/us/corporate/contracts/consulting-acs-security-practices-143359.pdf>.

d. Data Ownership:

Oracle will not access Your user accounts except to respond to service or technical problems or at Your specific request.

Upon termination or expiration of a Cloud Service and following any period of Transition Assistance in accordance with Section 32 of the Master Agreement, Oracle will return to You and delete Your Content in accordance with the Data Processing Agreement regardless of whether such data is defined as Personal Data.

e. Data Storage:

Your Content will not be processed on or transferred to any portable computing device or any portable storage medium unless that storage medium is in use as part of Oracle's designated backup and recovery processes.

f. Security Audits & Remediation:

The internal controls of Oracle Cloud Services are subject to periodic testing by independent third party audit organizations. Such audits may be based on the Statement on Standards for Attestation Engagements (SSAE) No. 18, Reporting on Controls at a Service Organization

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("SSAE 18"), the International Standard on Assurance Engagements (ISAE) No. 3402, Assurance Reports on Controls at a Service Organization ("ISAE 3402"), or such other third party auditing standard or procedure applicable to the specific Oracle Cloud Service. Audit reports of Oracle Cloud Services are periodically published by Oracle's third party auditors, although reports may not be available for all services or at all times. You may request to receive a copy of the current published audit report available for a particular Oracle Cloud Service. The audit reports of Oracle Cloud Services, and the information they contain, are Oracle Confidential Information subject to the nondisclosure provisions of this Agreement and must be handled by You accordingly. Such reports may be used solely by You to evaluate the design and operating effectiveness of defined controls applicable to Oracle Cloud Services and are provided without any warranty.

Oracle will use commercially reasonable efforts to remediate any material control deficiencies identified in a report by an independent third party audit organization described in the preceding paragraph.

19. AUDIT COSTS. Section 26 of the Master Agreement is modified by inserting, "at its sole expense" after "Oracle may" in the first sentence of the second paragraph.

20. DATA DISCLOSURE. Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contract Vendor consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contract Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

21. RETAINAGE. Retainage may apply to Oracle Consulting Services and Oracle Advanced Customer Services, and if applicable, terms regarding retainage will be mutually agreed upon and included in the applicable Ordering Document. In the event the Participating State believes that retainage is required for an Oracle Service not referenced in this clause, the parties agree to discuss in good faith, and if Oracle is able to and agrees to provide retainage, the parties will include mutually agreeable terms regarding the retainage in the applicable Ordering Document.

22. ORGANIZATIONAL CONFLICTS OF INTEREST. To the best of Oracle's knowledge, execution and performance of this Addendum does not give rise to a Conflict of Interest (as defined below). Each party agrees to promptly notify the other if, at any time during the term of this agreement, either party becomes aware that it has an actual or potential conflict of interest, including any relationship that may impair the party's objectivity or ability to perform its obligations hereunder (a "Conflict of Interest"). Upon such notice, the parties will meet and engage in good faith negotiations to resolve the alleged or potential conflict in accordance with the dispute resolution provision set forth in Section 10 of the Master Agreement ("Defaults and Remedies"). If the parties are unable to resolve the conflict after a reasonable time, the parties may mutually agree to terminate this Addendum in accordance with Section 7 of the Master Agreement ("Termination").

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23. TIME TO BRING CLAIMS. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Addendum may be brought more than six years after the cause of action has accrued.

24. SUBCONTRACTING. With respect to Oracle Consulting Services and Oracle Advanced Customer Services, only subcontractors that have been approved by the State Contract Administrator of the Participating State can be used for this Addendum. There are no subcontractors currently approved for use under this Addendum. Oracle may add subcontractors after the effective date of this Contract with written approval of the Participating State.

During the performance of Oracle Consulting Services and Oracle Advanced Customer Services under an order placed under this Addendum, if an approved subcontractor is determined to be performing unsatisfactorily by the State Contract Administrator of the Participating State, the Participating State will issue written notification to Oracle that the subcontractor can no longer be used for this Addendum, unless reinstated by the Participating State.

The provisions of this Contract shall apply with equal force and effect to all approved subcontractors engaged by Oracle to provide Oracle Consulting Services and Oracle Advanced Customer Services. Notwithstanding approval by the Participating State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of Oracle.

25. Certification of Non-Discrimination (in accordance with Minn. Stat. § 16C.053).

Oracle certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

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26. Workers' Compensation Insurance. Except as provided below, Oracle must provide Workers' Compensation insurance for all its employees and, in case any Oracle Advanced Customer Service or any Oracle Consulting Services work is subcontracted, Oracle will require the subcontractor(s) to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

- a. \$100,000 — Bodily Injury by Disease per employee
- b. \$500,000 — Bodily Injury by Disease aggregate
- c. \$100,000 — Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Oracle from Workers' Compensation insurance or if Oracle has no employees in the state of Minnesota, Oracle must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Oracle from the Minnesota Workers' Compensation requirements.

If during the course of this Contract Oracle becomes eligible for Workers' Compensation, Oracle must comply with the Workers' Compensation Insurance requirements herein and provide the Participating State with a certificate of insurance.

Exhibit B

EQUAL PAY **CERTIFICATE OF COMPLIANCE**

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that ORACLE CORPORATION - MINNEAPOLIS is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.44.

Certificate start date: September 30, 2019

Certificate expiration date: September 29, 2023

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read 'R. Lucero', is written over a faint horizontal line.

Rebecca Lucero, Commissioner