

PROFESSIONAL SERVICES AGREEMENT

FOR ORACLE E-BUSINESS SUITE SOFTWARE AND LICENSES



BETWEEN

COOK COUNTY GOVERNMENT

OFFICE OF ENTERPRISE RESOURCE PLANNING

AND

ORACLE AMERICA, INC.

CONTRACT NO. 1390-12899

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 10 2015

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Your Name	Cook County	Your Contact	Thomas Lynch
Your Location	118 N Clark St Chicago IL 60602	Phone Number	312.603.7472
		Email Address	tom.lynch@cookcountyil.gov

A. Agreement and Ordered Programs

1. Agreement

This order incorporates by reference the terms of the Oracle Master Agreement **US-NMA-428614** and all amendments and addenda thereto (the "Master Agreement"). The defined terms in the Master Agreement shall have the same meaning in this order unless otherwise specified herein.

2. Applicable Schedules

Programs and Program-Related Service Offerings are governed by Schedule P - Programs.

3. Unlimited Deployment Programs

The programs designated below are for Your use on an unlimited number of Processors during the Unlimited Deployment Period (as defined in section C.1.a below), 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").

Product Description / License Type	Quantity
Oracle Database Enterprise Edition - Processor Perpetual	Unlimited
Oracle Real Application Clusters - Processor Perpetual	Unlimited
Oracle Diagnostics Pack - Processor Perpetual	Unlimited
Oracle Tuning Pack - Processor Perpetual	Unlimited
Oracle Advanced Security - Processor Perpetual	Unlimited
Oracle SOA Suite for Oracle Middleware - Processor Perpetual	Unlimited
Oracle WebLogic Suite - Processor Perpetual	Unlimited
Oracle Business Intelligence Foundation Suite - Processor Perpetual	Unlimited
Oracle Data Integrator Enterprise Edition - Processor Perpetual	Unlimited

4. Quantity Based Programs

The programs designated in the license summary table below are licensed for the quantity of the associated license type(s) specified in the table below for such programs, and may be used by You subject to the terms and conditions of this ordering document (each such program being referred to as the "Quantity Based Program" and collectively as the "Quantity Based Programs"). The Quantity Based Programs are not part of the Unlimited Deployment Programs or the Unlimited Deployment Right (as such term is defined in section C.1.a below).

Programs and Program-Related Service Offerings	
Enterprise Programs	
Description / License Type	Quantity
Oracle Inventory Management - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400

Programs and Program-Related Service Offerings	
Enterprise Programs	
Description / License Type	Quantity
Oracle Project Costing - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Project Billing for Oracle Project Costing - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Financials - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Advanced Collections - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Internet Expenses - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle iReceivables - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Human Resources - Enterprise Employee Perpetual Software Update License & Support	24000
Oracle Self-Service Human Resources - Enterprise Employee Perpetual Software Update License & Support	24000
Oracle Advanced Benefits - Enterprise Employee Perpetual Software Update License & Support	24000
Oracle Payroll - Enterprise Employee Perpetual Software Update License & Support	24000
Oracle Order Management - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Time and Labor - Enterprise Employee Perpetual Software Update License & Support	24000
Oracle Performance Management - Enterprise Employee Perpetual Software Update License & Support	24000
Oracle Human Resources Analytics Fusion Edition - Enterprise Employee Perpetual Software Update License & Support	24000
Oracle Financial Analytics Fusion Edition - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Procurement & Spend Analytics, Fusion Edition - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Project Analytics - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Compensation Workbench - Enterprise Employee Perpetual Software Update License & Support	24000

Programs and Program-Related Service Offerings	
Enterprise Programs	
Description / License Type	Quantity
Oracle Enterprise Asset Management - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Sourcing for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Self-Service Work Requests for Oracle Enterprise Asset Management - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Asset Tracking - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle iSupplier Portal for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Procurement Contracts for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Services Procurement for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle iProcurement - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Supplier Lifecycle Management - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	3400
Oracle Learning Management - Enterprise Employee Perpetual Software Update License & Support	24000

Programs and Program-Related Service Offerings	
Description / License Type	Quantity
Oracle Hyperion Financial Close Management - Application User Perpetual Software Update License & Support	50
Oracle Hyperion Financial Data Quality Management, Enterprise Edition Adapter for Financial Management - Application User Perpetual Software Update License & Support	25
Oracle Hyperion Financial Management Plus - Application User Perpetual Software Update License & Support	25
Oracle Hyperion Financial Data Quality Management, Enterprise Edition - Application User Perpetual Software Update License & Support	300
Oracle Hyperion Financial Data Quality Management, Enterprise Edition Adapter Suite - Application User Perpetual Software Update License & Support	300

Programs and Program-Related Service Offerings	
Description / License Type	Quantity
Oracle Hyperion Project Financial Planning - Application User Perpetual Software Update License & Support	300
Oracle Hyperion Public Sector Planning and Budgeting - Application User Perpetual Software Update License & Support	300
Oracle Hyperion Planning Plus - Application User Perpetual Software Update License & Support	300
Oracle User Productivity Kit Professional - Employee Perpetual Software Update License & Support	24000
Oracle User Productivity Kit Professional - UPK Developer Perpetual Software Update License & Support	5
Oracle Grants - Application User Perpetual Software Update License & Support	100
Oracle Data Relationship Steward - Application User Perpetual Software Update License & Support	3
Oracle Data Relationship Management - Record Perpetual Software Update License & Support	20000

5. Total Fees

Listed below is a summary of net fees due under this ordering document. These fees are exclusive of any applicable shipping charges or applicable taxes. All fees on this ordering document are in US Dollars.

Fee Description	Net Fee
Program Fees	6,075,000.00
Program-Related Service Offerings Fees	1,215,000.01
Total Fees	7,290,000.01

B. GENERAL TERMS

1. Customer Definition

Notwithstanding anything to the contrary in the Master Agreement, for purposes of this order only, "You" and "Your" shall mean County of Cook, a public body corporate of the State of Illinois (including the departments or agencies within Cook County government, Cook County elected officials in their official capacity only, and Forest Preserves of Cook County) and You will be the only entity allowed to use the Unlimited Deployment Programs licensed under this order. Except as provided for in section C.2, no entities created through a reorganization may access or use any of the Unlimited Deployment Programs and such Programs may not be used for the benefit of (e.g., to track or process the data of or for) such entities.

2. Summary of Fees

You have ordered the Program licenses described in the tables above and 12 months of technical support services.

3. Commencement Date

All Program licenses and the period of performance for all services are effective upon shipment of tangible media or upon the effective date of this ordering document if shipment of tangible media is not required.

4. Territory

The Program licenses included on this order are for use worldwide, subject to U.S. export laws.

5. Fees

- a. Once placed, Your order shall be non-cancellable and the sums paid nonrefundable, except as provided in the Master Agreement.
- b. License fees are invoiced as of the commencement date. Service fees are invoiced in arrears of the service performance; specifically, technical support fees are invoiced quarterly in arrears.
- c. In addition to the fees listed in the table(s) in section A, Oracle will invoice You for any applicable shipping charges or applicable taxes.
- d. In entering into payment obligations under this ordering document, 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 ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, 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 ordering document, per the terms of this ordering document and the Master Agreement.

6. Delivery and Installation

- a. You shall be responsible for installation of the software.
- b. Oracle has made the Programs 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 the table(s) in section A. Through the Internet URL, You can access and electronically download to Your location the current production release as of the effective date below of the software and related Program documentation for each Program listed. Provided that You have continuously maintained technical support for the Programs listed, You may continue to download the software and related Program documentation. 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 Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise.

7. Technical Support Fees

- a. Notwithstanding anything to the contrary in the Master Agreement, Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") for the Programs acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, (i) for the first through fifth renewal years the fees for annual SULS will not increase by more than 0% over the prior year's fees; (ii) for the sixth and seventh renewal year the fees for annual SULS will not increase by more than 2% over the prior year's fees; and (iii) for the eighth and ninth renewal year the fees for annual SULS will not increase by more than 3% over the prior year's fees. The technical support caps set forth in the section B.7.a are granted, provided that, (1) with respect to each technical support renewal year that occurs during the Unlimited Deployment Period, You renew the Total Support Stream, and (2) 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 order for the same number of licenses for the same Programs as the previous year.
- b. If technical support is not purchased for all licensed programs, then the technical support caps described in section B.7.a are void for all technical support renewal contracts (for the current renewal year and any subsequent renewal year if applicable), and all the annual technical support fees shall be calculated in accordance with Oracle's standard Software Technical Support Policies in effect at the time of the renewal.
- c. Notwithstanding anything to the contrary in this section, the technical support fees owed by You for the Program licenses acquired under this ordering document may increase as a result of Your reorganization in accordance with section C.2 below and/or the purchase of program licenses under section D.2 (Price Hold) or section D.3 (Expansion) below.

8. Total Support Stream

For purposes of this order, the "Total Support Stream" shall mean: (i) the technical support for the Program licenses specified in the table(s) in section A, including the Unlimited Deployment Programs; (ii) technical support for all Oracle Programs licensed by Your reorganized entities, as described in section C.2 below; and (iii) technical support for any Program licenses purchased under section D.2 (Price Hold) or D.3 (Expansion).

9. Source Code

Oracle may deliver source code as part of its standard delivery for particular Programs; all source code delivered by Oracle is subject to the terms of the Master Agreement, ordering document, and Program documentation.

10. Segmentation

The purchase of any Products and related Service Offerings or other Service Offerings are each separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings are not contingent on delivery of any Products or performance of any additional/other Service Offerings.

11. Order of Precedence

In the event of any inconsistencies between the Master Agreement and this order, this order shall take precedence.

C. UNLIMITED DEPLOYMENT

1. Unlimited Deployment Right

a. **General.** In consideration of the payment to Oracle of the license and technical support fees specified in the table(s) in section A, for two (2) years from the effective date of this order (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 an unlimited number of Processors (the "**Unlimited Deployment Right**"), provided that (i) deployment is limited to hardware that is either owned or leased by You, and hardware that is owned or leased by cloud hosting providers who are providing to You a single-tenant environment where the processor and software-instance are dedicated solely to Your use and Your purposes; (ii) Your use of such Unlimited Deployment Programs shall be in compliance with the terms of the Master Agreement and this order, and (iii) You continuously maintain the Total Support Stream.

On the second anniversary of the effective date of this order (or earlier as set forth below in sections C.1.c or C.2), the Unlimited Deployment Period and the Unlimited Deployment Right shall terminate, and within thirty (30) days of such second anniversary (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.

b. **Certification Process.** On the Certification Date (or Accelerated Certification Date (as defined below), if applicable), You shall furnish Oracle with a certification signed by a C-level executive of Your entity verifying the quantity of Processors on which the Unlimited Deployment Programs are installed and running by You (or by a cloud hosting provider on Your behalf to the extent permitted in clause a. above; provided however that notwithstanding anything to the contrary set forth herein, You may not certify Unlimited Deployment Programs that have been deployed into the public cloud (for purposes of this order, examples of the public cloud include, but are not limited to, Amazon EC2, IBM's Blue Cloud, Sun Cloud, Google AppEngine and Microsoft Azure) as of the date on which the Unlimited Deployment Period ends (such certified quantity, the "**Certified Deployment**"). On the date the Unlimited Deployment Period ends, Your quantity of Processor licenses of the Unlimited Deployment Programs above shall be fixed and limited as set forth in the Certified Deployment. As part of the certification process under this section, You agree to provide Oracle with such additional information and assistance as may be reasonably requested by Oracle to validate the information contained in the Certified Deployment.

c. **Breach of Unlimited Deployment Terms.** Upon the date that You first fail to meet any of the conditions specified in section C.1.a above (the "**Non-Compliance Date**"), then the Unlimited Deployment Period and the Unlimited Deployment Right shall immediately terminate, the Certification Date shall be accelerated to 15 business days after the Non-Compliance Date (the "**Accelerated Certification Date**"), and You and Oracle shall follow the certification process set forth in section C.1.b above.

You shall not be entitled to any credit or refund as a result of such termination of the Unlimited Deployment Period. If Your non-compliance is due to failure to maintain the Total Support Stream, Your Program licenses after the Non-Compliance Date and all desupported licenses will be subject to Oracle's technical support pricing and policies in effect on the Non-Compliance Date.

d. **End of Unlimited Deployment Period.** Following the end of the Unlimited Deployment Period, Your use of the Programs licensed and certified pursuant to the certification process set forth in section C.1.b will continue to be in accordance with the Master Agreement and this order.

Following the end of the Unlimited Deployment Period, and regardless of the quantity of Program licenses in Your Certified Deployment, Your annual technical support fee for the Programs licensed under this order shall be based on but shall in no event be less than the annual technical support fee You paid for such Program licenses at the support renewal immediately prior to the end of the Unlimited Deployment Period.

If at any time after the end of the Unlimited Deployment Period Your use of the Programs licensed and certified pursuant to the certification process set forth in section C.1.b exceeds the Certified Deployment, then You must acquire additional licenses and technical support for such Program(s) for such exceeded use in accordance with Oracle's then current prices and policies.

If at any time after the end of the Unlimited Deployment Period Your use of the Programs licensed and certified pursuant to the certification process set forth in section C.1.b decreases such that such use is below the Certified Deployment, You shall not be entitled to a refund or credit of any license and/or technical support fees paid under this order.

- e. **Restriction on Assignment.** Notwithstanding anything to the contrary in the Master Agreement, during the Unlimited Deployment Period You may not assign any of the Program licenses acquired under this order (including, without limitation, the Unlimited Deployment Programs), or give or transfer an interest in them to another individual or entity.

2. Your Reorganization

- a. If You assume responsibility for another department, agency or entity, the additional department, agency and/or entity shall be included in Your Unlimited Deployment Right for the remainder of the Unlimited Deployment Period, subject to the terms and conditions of this ordering document and the agreement, provided that, (i) You have continuously maintained the Total Support Stream, (ii) the additional department, agency or entity is required to convert and replace all of its all licenses of any versions or releases of the Unlimited Deployment Programs in accordance with Oracle's then current migration and technical support policies (including reinstatement fees and/or back support fees if technical support has lapsed), (iii) You work together with Oracle to execute an amendment to this ordering document that adds additional license and technical support fees as agreed to by the parties and adds the annual technical support fee for the additional department, agency or entity's converted and replaced licenses to the Total Support Stream.
- b. If a department, agency or entity of Yours is transferred to another agency ("Transferred Entity"), then upon written notice to Oracle such Transferred Entity may use a portion of the licenses of the Unlimited Deployment Programs acquired under this ordering document during the Unlimited Deployment Period for up to six (6) months following the transfer date, (the "Transfer Period") provided that: (i) the Transferred Entity agrees in writing to the terms and conditions of the agreement and this ordering document, and (ii) the Transfer Period shall not extend beyond the Unlimited Deployment Period (i.e., the Transfer Period shall terminate at the end of the Unlimited Deployment Period). During the Transfer Period, the Transferred Entity may use the Programs only for the Transferred Entity's internal business operations (but, for the avoidance of doubt, not for the internal business operations of the entity or agency to which the Transferred Entity has been or is being transferred) as limited in section B.1 above. At the end of the Transfer Period, the Transferred Entity shall have no rights under this ordering document. If the Transferred Entity wishes to continue its use of the Unlimited Deployment Programs beyond the Transfer Period, the Transferred Entity must acquire licenses and technical support for the same (in accordance with Oracle's then current prices and policies) pursuant to a mutually agreeable license agreement and ordering document with Oracle or an authorized Oracle reseller, which will govern its use of the Programs.
- c. Should You be subsumed by another agency during the Unlimited Deployment Period ("Parent Agency"), the Unlimited Deployment Right shall not terminate early as set forth above provided:
 - (i) Your use of the Unlimited Deployment Programs remains in accordance with this ordering document, including but not limited to section B.1 above.
 - (ii) You provide Oracle with written notice of Your transfer to the Parent Agency within thirty (30) days of the transfer date;
 - (iii) the Parent Agency continues to operate You as an entity independent from the Parent Agency;
 - (iv) Your employees are not merged into the general employee population of the Parent Agency;
 - (v) Your software and systems remain independent from the software and systems of the Parent Agency; and
 - (vi) the Parent Agency does not access or use the Unlimited Deployment Programs and such Programs are not accessed or used for the benefit of the Parent Agency.

In the event that You do not follow the provisions of (i) – (vi) above, the provisions of C.1.b and C.1.c shall apply.

- d. Should You be dissolved or any of Your department, agencies or entities be transferred to multiple agencies, then the Certification Date shall be accelerated to thirty (30) business days after the dissolution date (the "Accelerated Certification Date"), and You and Oracle shall follow the certification process set forth in section C.1.b above. You shall not be entitled to any credit or refund as a result of such early termination of the Unlimited Deployment Period.

D. OTHER

1. Oracle's License Definitions and Rules

- a. A copy of Oracle's Definitions and Licensing Rules is attached hereto and incorporated by reference. To fully understand Your license grant, You need to review the definition for the licensing metric and term designation as well as the licensing rules, which are listed below.

2. Price Hold

- a. For a period of two years from the effective date of this order, You may order licenses for the Programs (and first year of Software Update License & Support for the Programs) at the appropriate license and support fees specified on the attached Price Hold Exhibit (Exhibit A), provided (i) such Programs are available in production release when ordered, and (ii) You have continuously maintained the Total Support Stream.
- b. Each order placed pursuant to this section will specify Oracle's delivery obligation. If the order specifies delivery, the Programs will be delivered via electronic download. If electronic download is not possible or otherwise agreed to by the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, You will be invoiced for the applicable media and the shipping charges; shipping terms will be FCA: Shipping Point, Pre-paid and Add.
- c. All technical support for Program licenses acquired under the terms of this section shall be deemed part of the Total Support Stream.

3. Price Hold – Hardware

- a. For a period of two years from the effective date of this order, You may order the Hardware (and first year of Premier Support for Systems) according to the Engineered Systems Hardware Products price hold discount schedule off of the then-current Oracle Engineered Systems Price List as specified below, provided (i) such Hardware is available in production release when ordered and (ii) You have continuously maintained the Total Support Stream.

Engineered Systems Hardware Products	Discount off the then-current Oracle Engineered Systems Price List
Exadata Eighth Rack	15%
Exadata Quarter Rack	15%
Exalogic Eighth Rack	15%
Exalytics	15%
SuperCluster Half Rack	15%

- b. Each order placed pursuant to this section will specify Oracle's delivery obligation. Oracle will deliver the Hardware to the delivery address specified by You on your purchasing document. The applicable country specific Hardware shipping terms can be located in the Order and Delivery Policies which may be accessed at <http://oracle.com/contracts> and the shipping terms are DDP; Freight prepaid and charged back via delivery method HARDWARE - STANDARD.

4. Expansion

- a. If You exceed Your licensed quantity You must order the Programs (and first year Software License Update & Support for the Programs) at the appropriate license and support fees specified on the attached Expansion Exhibit (Exhibit B). The number of additional Program licenses to be ordered shall be equal to the actual number of Enterprise Employee or the actual dollar amount of Enterprise \$M in Operating Budget as of the order date less the total number of licensed quantity (under this ordering document or other ordering documents) rounded up to the next increment on the attached Expansion Exhibit.
- b. Oracle has no delivery obligation for Program licenses ordered pursuant to this section.

- c. The license definitions and Program specific terms contained in Oracle's Definitions and Licensing Rules attached hereto will apply to Program licenses ordered pursuant to this section.
- d. All technical support for Program licenses acquired under the terms of this section shall be deemed part of the Total Support Stream.

5. Successor Products

- a. If Oracle makes successor products available for the Oracle Programs ("new software") that includes substantially similar functionality and features as a Program for which You have purchased a Program license ("old software"), Oracle will provide You with a migration path from the old software to the new software and the right to use the new software under the agreement and this ordering document at no charge, provided that (i) You are current on technical support for the old software; (ii) this right shall only apply to new software that is available in production release status on the operating system identified by the You at the time of the request; and (iii) Oracle is currently making available, at no charge, such migration path from the old software to the new software to its other supported customers.
- b. If Oracle does not provide to all of its supported customers a migration path from the old software to the new software at no additional charge, then Oracle will provide You with the right to use under the Master Agreement and this ordering document at no additional charge only the functionality and features contained in the new software that is substantially similar to the functionality and features contained in the old software, provided that You shall not have the right to use, nor shall You use, any additional functionality or features in such new software.
- c. Technical support is provided in accordance with Oracle's Technical Support Policies.

6. Oracle University (OU) Education Services

- a. For a period of 2 years from the effective date of this order, You may acquire OU education services at the then-current commercial list price in effect at the time the OU education services order is placed less a 30% discount or at the Oracle e-business discount schedule, whichever is greater, provided that You set up an Oracle University Government Purchase Order (GPO) Tracking Account with a net minimum of \$400,000.00.
- b. Government Purchase Order (GPO) Tracking Account. A GPO Tracking Account will allow Oracle to deliver the OU products and services that you acquire to people authorized by You, as evidenced by their reference to the GPO Tracking Account Number that Oracle will provide to You.
- c. A description of Oracle's current education policies and most current course offerings are set forth at: <http://education.oracle.com>.

This order is valid through February 28, 2015, and shall become binding upon execution by You and acceptance by Oracle.

Cook County

Oracle America, Inc.

Signature Shannon E. Andrews
Name Shannon E. ANDREWS
Title CPD
Signature Date 26 February 2015

Signature Peter Roy
Name PETER ROY
Title SR. DIRECTOR
Signature Date 2/27/2015
Effective Date 2/26/2015 (to be completed by Oracle)

SIGNED ON BEHALF OF PETER ROY
BY DOUGLAS W. DORAN

Exhibit A

PRICE HOLD EXHIBIT

Program	Quantity	Net License Fee	Net Software Update License & Support Fee
Oracle Advanced Compression - Named User Plus Perpetual	1	92.00	20.24
Oracle Advanced Compression - Processor Perpetual	1	4,600.00	1,012.00
Oracle Partitioning - Named User Plus Perpetual	1	92.00	20.24
Oracle Partitioning - Processor Perpetual	1	4,600.00	1,012.00
Oracle Active Data Guard - Named User Plus Perpetual	1	92.00	20.24
Oracle Active Data Guard - Processor Perpetual	1	4,600.00	1,012.00
Oracle Data Masking and Subsetting Pack - Named User Plus Perpetual	1	92.00	20.24
Oracle Data Masking and Subsetting Pack - Processor Perpetual	1	4,600.00	1,012.00
Oracle WebCenter Sites - Named User Plus Perpetual	1	800.00	176.00
Oracle WebCenter Sites - Processor Perpetual	1	40,000.00	8,800.00
Oracle WebCenter Portal - Named User Plus Perpetual	1	1,000.00	220.00
Oracle WebCenter Portal - Processor Perpetual	1	50,000.00	11,000.00
Oracle WebCenter Content- Named User Plus Perpetual	1	1,380.00	303.60
Oracle WebCenter Content- Processor Perpetual	1	69,000.00	15,180.00
Oracle WebCenter Applications Adapter for Oracle E-Business Suite-Processor Perpetual	1	8,000.00	1,760.00
Oracle WebCenter Imaging - Processor Perpetual	1	36,800.00	8,096.00
Oracle WebCenter Imaging- Named User Plus Perpetual	1	736.00	161.92
Oracle Identity and Access Management Suite Plus - Employee User Perpetual	1	44.00	9.68
Oracle Identity and Access Management Suite Plus - Non Employee User - External Perpetual	1	6.00	1.32
Oracle Identity and Access Management Suite Plus for Oracle Applications - Employee for HCM Perpetual	1	3.60	.79
Oracle Identity and Access Management Suite Plus for Oracle Applications - Named User Plus Perpetual	1	3.60	.79
Oracle Identity and Access Management Suite Plus for Oracle Applications - Processor Perpetual	1	32,000.00	7,040.00
Exalogic Elastic Cloud Software – Processor Perpetual	1	4,000.00	880.00
Exalytics In-Memory Software – Processor Perpetual	1	12,000.00	2,640.00
Oracle TimesTen In-Memory Database for Exalytics – Processor Perpetual	1	13,800.00	3,036.00
Exadata Storage Server Software - Disk Drive Perpetual	1	4,000.00	880.00

Exhibit B

EXPANSION EXHIBIT

Listed below is the license fee and first year SULS fee for the Program(s) listed in section A with the license type of Enterprise \$M in Operating Budget and Enterprise Employee that may be purchased pursuant to section D.4.

Program Description	Metric/License Type	Increment	Net License Fee per Increment	Net SULS Fee per Increment
<ul style="list-style-type: none"> • Oracle Inventory Management • Oracle Project Costing • Oracle Project Billing for Oracle Project Costing • Oracle Financials • Oracle Advanced Collections • Oracle Internet Expenses • Oracle iReceivables • Oracle Order Management • Oracle Financial Analytics Fusion Edition • Oracle Procurement & Spend Analytics, Fusion Edition • Oracle Project Analytics • Oracle Purchasing • Oracle Enterprise Asset Management • Oracle Sourcing for Oracle Purchasing • Oracle Self-Service Work Requests for Oracle Enterprise Asset Management • Oracle Asset Tracking • Oracle iSupplier Portal for Oracle Purchasing • Oracle Procurement Contracts for Oracle Purchasing • Oracle Services Procurement for Oracle Purchasing • Oracle iProcurement • Oracle Supplier Lifecycle Management 	Enterprise \$M in Operating Budget	340	259,195.30	57,022.97
<ul style="list-style-type: none"> • Oracle Human Resources • Oracle Self-Service Human Resources • Oracle Advanced Benefits • Oracle Payroll • Oracle Time and Labor • Oracle Performance Management • Oracle Human Resources Analytics Fusion Edition • Oracle Compensation Workbench • Oracle Learning Management 	Enterprise Employee	2400	99,338.18	21,854.40

License Definitions and Rules:

A. Order Specific License Definitions and Rules

Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs.

Enterprise Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. The value of these Program licenses is determined by the number of Enterprise Employees. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of Your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Employees as of such date.

Enterprise \$M Operating Budget: is defined as one million U.S. Dollars (\$1,000,000) of Your General Fund budget reflected in an audited statement from Your external accounting firm. The value of these Program licenses is determined by the amount of Enterprise \$M in Operating Budget. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Operating Budget as of the effective date of Your order. If at any time the amount of Enterprise \$M in Operating Budget exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M in Operating Budget. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M in Operating Budget as of such date.

Term Designation: If Your Program license does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

Application User: is defined as an individual authorized by You to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. If You license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, You are required to maintain licenses for the equivalent number of Application Users licensed and You are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for Your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle iSupplier Portal, Oracle Services Procurement, use by Your external suppliers is included with Your application user licenses. For the purposes of the Oracle Financial Services Operational Risk Solution Program, employees who are just contributing information to the Program via the applicable user interface shall not be counted as application users.

UPK Developer: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

Technical Reference Manuals ("TRMs"): are Oracle's confidential information. You shall use the TRMs solely for Your internal data processing operations for purposes of: (a) implementing applications Programs, (b) interfacing other software and hardware systems to the applications Programs and (c) building extensions to applications Programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as You exercise to safeguard the confidentiality of Your confidential information or a reasonable degree of care, whichever is greater; (b) to instruct Your employees and agents to protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle; (c) restrict disclosure of the TRMs to those of Your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on Your premises or Your agents' premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to You "as-is" without any warranty of any kind. Upon termination, You shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Processor: shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on a processor basis may be accessed by Your internal users (including agents and contractors) and by Your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed Program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle Programs with Standard Edition One or Standard Edition in the product name (with the exception of Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the Program (other than Standard Edition One Programs or Standard Edition Programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the Program on 10 cores would require 10 processor licenses (10

multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following Programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator and Application Adapter for Data Integration and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purpose of determining the number of licenses required.

Record: For the purposes of the Oracle Data Relationship Management Program, a record is defined as the unique occurrence of any business object or master data construct that You choose to manage within the Program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (<https://support.oracle.com>). For new or unsupported customers, please contact Your Oracle Account Manager for this information.

B. Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence

Failover: Subject to the conditions that follow below, Your license for the Programs listed on the US Oracle Technology Price List, which may be accessed at <http://www.oracle.com/us/corporate/pricing/price-lists/index.html>, includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, Your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle Program binary files are copied or synchronized.

C. You are responsible for ensuring that these restrictions are not violated:

Programs that contain "for Oracle Applications" in the Program name are limited use Programs. These limited use Programs may only be used with "eligible" Oracle application Programs that contain the following prefixes in the Program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera. For those prefixes designated above with a "*" not all Programs with that prefix are eligible for use with the "for Oracle Applications" limited use Programs. For a list of excluded Programs please review the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>. Notwithstanding anything above, Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name provided that the Oracle Fusion Human Capital Management Programs are the only Programs configured to run against the database instance Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics Programs. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the following Programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use Programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

The number of Hyperion Program option licenses must match the number of licenses of the associated Hyperion Program.

The license for the Hyperion Planning Plus Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs may only be used to access data from the Hyperion Planning Plus Program. The Oracle Data Integrator for Oracle Business Intelligence Program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.

D. Licensing Rules for Applications

You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.



GENERAL TERMS- Public Sector

Oracle General Terms Reference:

US-NMA-428614

These General Terms (these "General Terms") are between Oracle America, Inc. ("Oracle") and Cook County, Illinois (the "County" or "You"). All public entities located within the State of Illinois ("State"), including, but not limited to, [departments, institutions, institutions of higher education, agencies, legislative, executive or judicial bodies, offices, authorities, posts, committees, institutions, boards, or political subdivisions created by law to exercise sovereign power or to perform governmental duties of the State, cities, counties, towns and political subdivisions (each such entity, an "Authorized Contract User") may also order programs and services from Oracle in accordance with the terms and conditions of this Master Agreement. By placing an order under this Master Agreement, each Authorized Contract User agrees to be bound by the terms and conditions of the applicable ordering document and this Master Agreement and, for the purposes of such order, "You" and "Your" as used in this Master Agreement shall be deemed to refer to such Authorized Contract User, unless indicated otherwise herein. Each Authorized Contract User shall be independently responsible for its obligations and breach(es) of such terms and conditions and shall be entitled to enforce this Master Agreement directly only with respect to its own orders placed hereunder. "Parties" shall mean You and Oracle, and each of us may be referred to individually as a "party." To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

1. DEFINITIONS

1.1 "**Hardware**" refers to the computer equipment, including components, options and spare parts.

1.2 "**Integrated Software**" refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically identified as Integrated Software (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

1.3 "**Master Agreement**" refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the Master Agreement (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

1.4 "**Operating System**" refers to the software that manages Hardware for Programs and other software.

1.5 "**Products**" refers to Programs, Hardware, Integrated Software and Operating System.

1.6 "**Programs**" refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System.

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

1.8 "**Schedule**" refers to all Oracle Schedules to these General Terms as identified in Section 2.

1.9 "**Separate Terms**" refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.10 "Separately Licensed Third Party Technology" refers to third party technology that is incorporated into or distributed together with or as part of another Product and licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 "Service Offerings" refers to technical support, education, hosted/outsourcing services; cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 "You" and "Your" refers to the entity that has executed these General Terms.

2. MASTER AGREEMENT TERM, AMOUNT AND APPLICABLE SCHEDULES

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). The County and Oracle may at any time before the expiration of the then-current term of this Master Agreement, extend the term by mutual written agreement to this Master Agreement for additional periods of time up to a total of five additional years. As of the Effective Date, the following Exhibits and Schedules are incorporated into the Master Agreement: Exhibit A – Cook County Supplemental Terms And Conditions; **Schedule P – Program; and Schedule S – Services**. The cumulative amounts of all Orders placed under the Master Agreement for the initial term shall not exceed ~~\$12,150,000.00~~

Oracle acknowledges and agrees that only Your Chief Procurement Officer is authorized to execute orders on behalf of the County under this Master Agreement and any orders placed by any other person shall not be binding on You. The Chief Procurement officer may delegate this authority only upon written notice to Oracle identifying the designee and any restrictions on such delegation (e.g., spending limit or time period).

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are each separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings you may receive or have received from Oracle. You understand that you may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings.

4. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under the Master Agreement.

5. INDEMNIFICATION

5.1 To the extent not prohibited by law and subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against You, that any information, design, specification, instruction, software (including Separately Licensed Third Party Technology), data, hardware, or material (collectively, "Material") furnished by Oracle and used by You infringes the third party's intellectual property rights, Oracle, at Oracle's 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, together with any reasonable attorneys' fees (but only to the extent such expenses have been approved by Oracle in writing prior to the incurrence thereof, which approval shall not be unreasonably withheld, delayed or conditioned) and any out-of-pocket expenses incurred by You in connection with such claim (but only to the extent such expenses have been approved by Oracle in writing, which approval shall not be unreasonably withheld, delayed or conditioned) if You do the following:

- a. notify Oracle promptly in writing, not later than 30 days after You receive written notice of the claim (or sooner if required by applicable law), provided, however, that failure to provide such notice shall limit Oracle's obligations only to the extent such failure materially prejudice's Oracle's rights or ability to defend such claim;
- b. give Oracle sole control of the defense and any settlement negotiations subject to applicable law; and
- c. give Oracle the information, authority and assistance as reasonably requested by Oracle to defend against or settle the claim; Oracle will reimburse You for reasonable out-of-pocket expenses incurred by You in providing such information and assistance.

5.2 If Oracle believes or it is determined that any of the Material may have violated a third party's intellectual property rights, Oracle may choose to either (i) modify the Material (which may include replacing any affected or implicated Separately Licensed Third Party Technology) to be non-infringing (while substantially preserving its utility and functionality) or (ii) obtain a license to allow for continued use (without any additional initial license fees or cost to you; for the avoidance of doubt, this does not relieve You of the obligation to pay for any future technical support fees (if any) for such licenses). If these alternatives are not commercially reasonable, Oracle may end the license for, and require return of, the applicable Material (the "Terminated Material") and refund any fees You may have paid to Oracle for it together with any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program, if any; provided, however, that if the program documentation for another Program licensed by You under the same ordering document as the Terminated Material (the "Other Program") specifies that the Other Program is functionally dependent on the Terminated Material, You may, at Your reasonable discretion, terminate the license for such Other Program and return it to Oracle, and Oracle shall refund any fees You may have paid to Oracle for such Other Program, together with any unused, prepaid technical support fees You have paid to Oracle for the license of such Other Program.

5.3 Notwithstanding the provisions of section 5.2 and with respect to Hardware only, if Oracle believes or it is determined that the Hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the Hardware (or portion thereof) to be non-infringing (while substantially preserving its utility and functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle, at its sole cost and expense, may remove the applicable Hardware (or portion thereof) and refund the net book value together with any unused, prepaid technical support fees You have paid to Oracle for the Hardware, if any.

5.4 In the event that the Terminated Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material as permitted pursuant to Section 5.2, Oracle may end the license for, and require return of, the Program that relies on such Separately Licensed Third Party Technology and shall refund any license fees You may have paid to Oracle for the Program (and for the Separately Licensed Third Party Technology, if any) together with any unused, prepaid technical support fees You have paid to Oracle for the Program, if any; provided, however, that if the program documentation for an Other Program specifies that the Other Program is functionally dependent on the Terminated Material, You may, at Your reasonable discretion, terminate the license for such Other Program and Oracle shall refund any fees You may have paid to Oracle for it together with any unused, prepaid technical support fees You have paid to Oracle for the license of such Other Program.

5.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which You are or were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

5.6 Oracle will not indemnify You if You alter Material or use it outside the scope of use identified in Oracle's user documentation or if You use a version of Material which has been superseded, to the extent that the infringement claim could have been avoided by using an unaltered current version of Material which was provided to You, or if You continue to use the applicable Material after the end of the license to use that Material. Oracle will not indemnify You to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Oracle or its suppliers or licensors. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle, except where such combinations are approved by Oracle in the program documentation. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle will not indemnify You for infringement caused by

Your actions against any third party if the Program(s) as delivered to You and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights.

5.7 This section provides the parties' exclusive remedy for any infringement claims or damages.

6. TERMINATION

6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of receipt of written notice specifying the nature of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement upon written notice to the breaching party. If Oracle terminates the Master 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 Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses. The non-breaching party may agree in its sole discretion to extend the 30 day cure period for so long as the breaching party continues reasonable efforts to cure the breach. If you are in default under this Master Agreement, you may not use those Products or Service Offerings ordered.

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

6.3 If You have used an Oracle Financing Division contract to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

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

6.5 With respect to the rights of termination set forth above, (a) only the County may exercise these rights as to this Master Agreement and/or any orders it places and (b) all other Authorized Contract Users may exercise rights of termination only with respect to their individual orders.

7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Oracle are due within thirty (30) days from the invoice date. Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K (a copy of such Certificate or of its updated version, if any, shall be promptly produced at Oracle's request). Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-06.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Section 10 of Exhibit A and Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

8. NONDISCLOSURE

8.1 By virtue of the Master 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 the Master Agreement or is required to be disclosed by applicable law. Oracle acknowledges that the terms of this Master Agreement and some or all of the Schedules, Exhibits and Orders entered into hereunder may be subject to public disclosure as required by applicable law. Confidential Information shall be limited to the terms and pricing under the Master 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 applicable law, 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. We 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 the Master Agreement. Either party may disclose Confidential Information in a legal proceeding arising from or in connection with this Master Agreement or as required by law; provided, however, that, to the extent not prohibited by applicable law, the party making such disclosure shall give the other party reasonable written notice prior to releasing such Confidential Information to any third party, in order to allow the owner of such Confidential Information the opportunity to seek injunctive relief or other relief against such disclosure.

9. ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master 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 the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 It is expressly agreed that the terms of the Master 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 Products and/or Service Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the Master Agreement shall take precedence, unless otherwise expressly specified in the ordering document. Notwithstanding the foregoing, the parties agree that to the extent an ordering document sets forth transaction-specific terms that were expressly negotiated by the parties to the ordering document, such transaction-specific terms in the ordering document shall control with respect only to such order.

9.3 The Master 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 the Master 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. EXCEPT WITH RESPECT TO THE INFRINGEMENT INDEMNIFICATION ABOVE, ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.

EXCEPT FOR YOUR BREACH OF ANY PAYMENT OBLIGATION OR VIOLATION OF ORACLE'S PATENT RIGHTS OR COPYRIGHTS, YOUR MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS MASTER AGREEMENT OR ANY ORDER SHALL BE LIMITED TO THE FEES PAID AND PAYABLE TO ORACLE UNDER THE SCHEDULE OR ORDER GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID OR PAYABLE TO ORACLE FOR THE AFFECTED PRODUCT OR SERVICE OFFERINGS.

NOTHING IN THIS SECTION 10 (LIMITATION OF LIABILITY) SHALL BE DEEMED TO LIMIT DAMAGES CAUSED BY A PARTY'S FRAUD OR INTENTIONALLY WRONGFUL MISCONDUCT UNDER THIS MASTER AGREEMENT OR ANY ORDER THAT MAY NOT BE LIMITED UNDER APPLICABLE LAW.

11. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master 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, Product and/or materials resulting from Service Offerings (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. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents used in the transfer, export or re-export of the Products and any Service Offerings deliverables: "These commodities, technology, software, or hardware (including any Integrated Software and Operating System(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited."

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; 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 Service Offerings 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 Products and Service Offerings ordered or delivered; provided, however, that if as a result of such force majeure event You are unable to process payments, then Your obligations to pay for Products and Services Offerings ordered or delivered shall be postponed until such force majeure event no longer exists.

13. GOVERNING LAW AND JURISDICTION

This Master Agreement shall be governed by and construed under the laws of the State of Illinois. Each party irrevocably agrees that any action or proceeding in any way, manner or respect arising out of this Master Agreement, or arising from any dispute or controversy arising in connection with or related to this Master Agreement, shall be litigated in federal or state courts located within Cook County, Illinois, and each party consents and submits to the jurisdiction thereof. In accordance with these provisions, each party waives any right it may have to transfer or remove venue from Cook County, Illinois of any litigation brought against it by the other pursuant to this Master Agreement.

14. NOTICE

All notices or reports which are required or may be given pursuant to this Master Agreement shall be in writing and shall be deemed duly given when delivered to the designated representatives of each party at the addresses set forth below. The requirement of a written notice can be met by facsimile transmission, exchange of letters or other written form.

Address for notice to Oracle: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.

Address for notice to You: Cook County Bureau of Finance, 118 North Clark Street, Room 1127, Chicago, Illinois 60602, Attention: DIRECTOR OF ERP

With a copy required to: Cook County Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 (Include County Contract Number on all notices)

15. ASSIGNMENT

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, 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.

16. OTHER

16.1 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.

16.2 If any term of the Master 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 the Master Agreement.

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

16.4 Products and Service Offerings deliverables 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 Products and Service Offerings deliverables in such applications.

16.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.

16.6 The Uniform Computer Information Transactions Act does not apply to the Master Agreement or orders placed under it.

16.7 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 services as an Oracle subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

17. MASTER AGREEMENT EFFECTIVE DATE

The Effective Date of the Master Agreement is 1/22/2015 (DATE TO BE COMPLETED BY ORACLE)

Cook County, Illinois		Oracle America, Inc.	
Signature	<u>Shannon E. Andrews</u>	Signature	<u>Douglas W. Doran</u>
Name	<u>Shannon E. Andrews</u>	Name	<u>DOUGLAS W. DORAN</u>
Title	<u>CPO</u>	Title	<u>DIRECTOR</u>
Signature Date	<u>26 February 2015</u>	Signature Date	<u>2/27/2015</u>

[End of General Terms]



Public Sector
Schedule P - Program

Oracle America, Inc. ("Oracle")
500 Oracle Parkway Redwood Shores, CA
94065

Your Name:	Cook County, Illinois
General Terms Reference:	US-NMA-428614
Schedule Reference:	P - Program

This Public Sector Program Schedule (this "Schedule P") is a Schedule to the General Terms referenced above. The General Terms and this Schedule P, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule P shall coterminate with the General Terms.

1. DEFINITIONS

1.1 "Commencement Date" refers to, with respect to each Program ordered, the date of shipment of tangible media or the effective date of the order if shipment of tangible media is not required.

1.2 Capitalized terms used but not defined in this Schedule P have the meanings set forth in the General Terms.

2. RIGHTS GRANTED

2.1 Upon the full signing of Your order by both Oracle and You, You have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings You ordered solely for Your internal business operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation. If accepted, Oracle will notify You and this notice will include a copy of Your Master Agreement.

2.2 Upon delivery of Program-related Service Offerings or deliverables, You have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in an ordering document), limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule P ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.3 You may allow Your agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables for Your internal business operations and You are responsible for their compliance with the General Terms and this Schedule P in such use. For Programs that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under the General Terms and this Schedule P.

2.4 You may make a sufficient number of copies of each Program for Your licensed use, a reasonable number of copies for back-up and business continuity purposes, and one copy of each Program media (if tangible media is provided by Oracle).

3. RESTRICTIONS

3.1 The Programs may contain or require the use of third party technology that is provided with the Programs. Third party technology will be licensed to You either under the terms of the Master Agreement or, if specified in the Program Documentation, readmes or notice files provided by Oracle, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by the Master Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to You under the terms of the Master Agreement.

If You are permitted under an order to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the form and to the extent such source code is provided by Oracle, and You must distribute Separately Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Oracle). Notwithstanding the foregoing, Your rights to the Programs are solely limited to the rights granted in Your order.

3.2 You may not:

- a. remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;
- b. make the Programs or materials resulting from the Service Offerings available in any manner to any third party for use in the third party's own internal business operations (unless such access is expressly permitted for the specific Program license or materials from the Service Offerings you have acquired); for the avoidance of doubt, as set forth in Section 2.3, (i) for Programs that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under the General Terms and this Schedule P and (ii) You may allow Your third party agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables in support of Your business operations in accordance with Section 2.3;
- c. cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs; provided, however, that You may export data in a readable format);
- d. disclose results of any Program benchmark tests without Oracle's prior written consent, except as required by applicable law, provided that You give Oracle prior notice and an opportunity to oppose such disclosure (unless prohibited by law).

3.3 The prohibition on the assignment or transfer of the Programs or any interest in them under section 15 of the General Terms shall apply to all Programs licensed under this Schedule P, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TRIAL PROGRAMS

You may order trial Programs, or Oracle may include additional Programs with Your order which You may use for trial, non-production purposes only. You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. You have 30 days from the Commencement Date to evaluate these Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

5. TECHNICAL SUPPORT

5.1 For purposes of an order, technical support consists of Oracle's annual technical support services You may have ordered from Oracle or an authorized reseller for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may reasonably request in order to perform the technical support services. The technical support policies are incorporated in this Schedule P and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable technical support services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

5.2 Technical support is effective upon the Commencement Date unless otherwise stated in Your order.

5.3 Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually. If You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS for such Programs will not increase by more than 4% over the prior year's fees (unless a lower percentage is specified in the applicable order). If Your order is fulfilled by an authorized reseller, the fee for SULS for the first renewal year will be the price quoted to You by Your authorized reseller; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees (unless a lower percentage is specified in the applicable order). During the term of the applicable SULS agreement, Oracle will provide the support services described in the applicable SULS agreement or Sustaining level support for at least the two (2) most current major releases of the applicable Product.

5.4 If You decide to purchase technical support for any Program license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

5.5 If Oracle makes successor products available for the Programs ("New Software") that includes substantially similar functionality and features as a Program for which You have purchased a license ("Old Software"), Oracle will provide You with

a migration path from the Old Software to the New Software and the right to use the New Software under this Master Agreement at no charge, provided that (a) You are current on technical support for the Old Software; (b) this right shall only apply to New Software that is available in production release status on the operating system identified by You at the time of the request; and (c) Oracle is currently making available, at no charge, such migration path from the Old Software to the New Software to other supported customers. If Oracle does not provide to all of its supported customers a migration path from the Old Software to the New Software at no additional charge, then Oracle will provide you with the right to use under this Master Agreement and this Schedule at no additional charge only the functionality and features contained in the New Software that is substantially similar to the functionality and features contained in the Old Software, provided that you shall not have the right to use, nor shall you use, any additional functionality or features in such New Software. Technical support is provided in accordance with Oracle's technical support policies.

5.6 Through Oracle Software Security Assurance policies and practices, Oracle has implemented a methodology for building security into the design, build, testing, and maintenance of its programs. Oracle prohibits the introduction in its programs of "backdoors" designed to circumvent the security functionality or security controls built into Oracle programs. Note that some Oracle programs may have undocumented features that are intended to be inaccessible to our customers but used by Oracle for operational and support purposes, such as debugging programs. These features are required to comply with Oracle Software Security Assurance and are not designed or permitted to be used as backdoors.

6. PROGRAM-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Program-related Service Offerings under this Schedule P as listed in the Program-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to Your license to use Programs owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Programs.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle warrants that a Program licensed to You will operate in all material respects as described in the applicable Program Documentation for a period of one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any Program warranty deficiency within one year after delivery. Oracle also warrants that technical support services and Service Offerings ordered and provided under the Master Agreement will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Service Offerings.

During the warranty period specified above in this Section for the applicable Program or Service Offering, Oracle warrants that the Programs and software deliverables resulting from the Service Offerings shall be designed by Oracle so that they do not purposely contain any virus, or other contaminants that may be used to access, alter, delete, threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, inhibit, or shut down Your computer systems, databases or software in a manner other than in accordance with the terms of this Master Agreement ("Virus"). Oracle will take commercially reasonable steps, in accordance with standard industry practices, to ensure that Programs and software deliverables resulting from the Service Offerings do not contain Viruses at the time of delivery to You. In the event that upon delivery any Program or software deliverables resulting from the Service Offerings contains a Virus, then upon Your written notice, as Oracle's sole liability and Your exclusive remedy, (a) Oracle will provide You with another copy of the Program or software deliverables resulting from the Service Offerings free of the Virus, and (b) if Oracle is unable to provide the Program or software deliverables resulting from the Service Offerings free of the Virus within 30 days of receiving notice of the Virus, You may end your license for the Program or software deliverables resulting from the Service Offerings that contains the Virus and recover of the fees paid for such license or service and any unused, prepaid technical support fees You have paid for the Program license.

Oracle warrants that, as of the effective date of this Master Agreement, unless otherwise disclosed to You in the ordering document or applicable documentation, Oracle has not designed the Programs licensed under this Master Agreement to contain any Disabling Devices (as defined below). You must notify Oracle of any breach of the warranty set forth in the preceding sentence within one year after delivery of the applicable Program. For the purpose of this section, a "Disabling Device" shall mean code intentionally embedded in a Program by Oracle for the sole purpose of halting or limiting use of the Program on conditions set by Oracle.

7.2 ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES

YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICE OFFERINGS.

7.4 TO THE EXTENT NOT PROHIBITED 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.

8. AUDIT

Upon 45 days written notice and not more than once every 12 months, Oracle may audit Your use of the Programs. You agree to provide reasonable cooperation with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Programs in excess of Your license rights. If You do not pay, Oracle can end (a) Program-related Service Offerings (including technical support), (b) Program licenses ordered under this Schedule P and related agreements and/or (c) the Master Agreement. Oracle will bear its costs of the audit (including costs relating to any third parties engaged by Oracle for the purposes of conducting such audit). You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

9. ORDER LOGISTICS

9.1 Delivery and Installation

9.1.1 You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.

9.1.2 Oracle will make 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 the Programs and Program Support Service Offerings section of the applicable order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise unless otherwise stated in Your Order.

9.1.3 If ordered, Oracle will deliver the tangible media to the delivery address specified on the applicable order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

9.2 Territory

Unless otherwise set forth in an ordering document, Programs shall be used in the United States.

9.3 Pricing, Invoicing and Payment Obligation

9.3.1 In entering into payment obligations under an order, 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, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, 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 under an order and the Master Agreement.

9.3.2 Program fees are invoiced as of the Commencement Date.

9.3.3 Program-related Service Offering fees are invoiced after the performance of the Program-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

9.3.4 In addition to the prices listed on the order, and unless specified otherwise in the Order, Oracle will invoice You for any applicable shipping charges and You will be responsible for such charges.

[End of Schedule P – Program]



**Public Sector
Schedule S - Services**

Oracle America, Inc. ("Oracle")
500 Oracle Parkway
Redwood Shores, CA 94065

Your Name:	Cook County, Illinois
General Terms Reference:	US-NMA-428614

This Public Sector Services Schedule (this "Schedule S") is a Schedule to the General Terms referenced above. The General Terms and this Schedule S, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule S shall coterminate with the General Terms.

1. DEFINITIONS

1.1 "Services" refers to consulting, advanced customer support services, education or other services which you have ordered from Oracle under this Schedule S.

1.2 Capitalized terms used but not defined in this Schedule S have the meanings set forth in the General Terms.

2. RIGHTS GRANTED / RESTRICTIONS

2.1 Upon delivery of the Services, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule S ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.2 You may allow Your agents and contractors (including, without limitation, outsourcers) to use deliverables for Your internal business operations and You are responsible for their compliance with the General Terms and this Schedule S in such use.

2.3 Services provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

3. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

Oracle warrants that Services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any warranty deficiencies within 90 days from performance of the deficient Services. No review, approval, acceptance or payment for any of the Services by You shall reduce any rights You have under this Section 3.

FOR ANY BREACH OF THE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY, YOU MAY END THE DEFICIENT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.

TO THE EXTENT NOT PROHIBITED 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.

[End of Schedule S – Services]

EXHIBIT A TO ORACLE GENERAL TERMS

**COOK COUNTY
SUPPLEMENTAL TERMS AND CONDITIONS**

These Supplemental Terms and Conditions are incorporated by reference into the General Terms entered into between the parties. The General Terms and this Exhibit A, together with any Schedules that reference the General Terms, are the Master Agreement. In the event of a conflict between the General Terms and this Exhibit A, the terms of this Exhibit A shall govern to the extent necessary to resolve such conflict. Capitalized terms not otherwise defined in this Exhibit A shall have the meanings ascribed to them in the General Terms, Schedule P, or Schedule S, as applicable.

1. MINORITY AND WOMEN'S BUSINESS ENTERPRISE COMMITMENT

Except to the extent waived by the Compliance Director, in the performance of this Master Agreement, including the procurement and lease of materials or equipment, Oracle must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) to the extent that such requirements are applicable to Oracle's delivery of services under this Master Agreement. As of the Effective Date of this Master Agreement, Oracle has a subcontracting goal of zero percent (0%) MBE and zero percent (0%) WBE of the awarded contract price. Any future subcontracting goals (if any) will be specified in the applicable ordering document.

2. SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

This Master Agreement shall not be subcontracted without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve Oracle from its obligations or change the terms of the Master Agreement. Oracle shall not transfer or assign any Master Agreement funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. 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 Master Agreement, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. The unauthorized subcontracting or, to the extent an approval is required, assignment of this Master Agreement, in whole or in part, or the unauthorized transfer or assignment of any Master Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due Oracle shall have no effect on the County and are null and void.

Oracle shall incorporate into all subcontracts all provisions from this Master Agreement that are expressly required, by their terms, to be flowed down to all subcontractors. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request. Subject to the terms and conditions of, and to the same extent as Oracle is responsible for the performance of its employees under this Master Agreement and any ordering document issued hereunder, Oracle shall be responsible for (i) the performance of Services (as defined in Schedule S to this Master Agreement) by any subcontractors engaged by Oracle to perform such Services, and (ii) actions taken by subcontractors in performance of Services for which they have been engaged by Oracle to perform.

Oracle must disclose on or prior to the Effective Date of this Master Agreement, the name and business address of each subcontractor, outside attorney, lobbyist and accountant, whom Oracle has directly or indirectly retained, in connection with this Master Agreement as of the Effective Date of this Master Agreement, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. Oracle is not required to disclose employees who are paid or estimated to be paid. Oracle is not required to disclose employees who are paid solely through Oracle's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If Oracle is uncertain whether a disclosure is required under this Section, Oracle must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering, and to remove any person from, any County facility for any reason which does not violate any law, statute, ordinance, rule or regulation of any government or governmental body. All contractors and subcontractors of Oracle shall be accountable to the Chief Procurement

Officer or his designee while on any County property and shall abide by the County's safety and security policies while on the County's premises; provided that, (x) where such policies are not otherwise made available to such contractors, County provides such policies in writing in advance to Oracle, (y) such policies do not require drug testing or background checks, and (z) such policies are not part of and do not modify or amend this Master Agreement or the applicable ordering document.

3. INSURANCE

Prior to the effective date of this Master Agreement, Oracle, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Master Agreement the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of Oracle's responsibility for payment of damages resulting from its operations under this Master Agreement.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements provided that any such modifications, deletions, alterations or changes are mutually agreed to in accordance with Section 6 below.

(a) Coverages

(i) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

(A) Employers' Liability coverage with a limit of:

\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease

(B) Broad form all states coverage

(ii) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. The General Liability policy shall include the following coverages:

- (A) All premises and operations;**
- (B) Contractual Liability;**
- (C) Products/Completed Operations.**

(iii) Commercial Automobile Liability Insurance

When any autos are used in the performance of this Master Agreement, Oracle shall secure Commercial Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

(A) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence

(iv) Umbrella/Excess Liability Insurance

In addition to the coverages and limits specified above, Oracle shall secure and maintain a limit of liability no less than:

- (A) \$2,000,000 each occurrence for all liability
- (B) \$2,000,000 in the aggregate

(v) **Technology/Software Errors & Omissions**

Technology errors and omissions insurance covering liability for programming errors, software performance, failure to perform as promised, cyber risks including Privacy Event coverage, and any other professional services performed in connection with this Agreement with a limit not less than \$5,000,000 per claim. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work on the Agreement. A claim-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(b) **Additional requirements**

(i) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess Liability policy. Oracle's insurance shall be primary and non-contributory with any insurance maintained by Cook County.

(ii) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(iii) **Insurance Notices**

All policies of insurance which may be required under terms of this Master Agreement shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation, non-renewal or significant modification of such policies. Prior to the date on which Oracle commences performance of its part of the work, Oracle shall furnish to the County certificates of insurance maintained by Oracle.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Oracle's obligations to obtain insurance pursuant to these insurance requirements.

(iv) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

- (c) Nothing in this Master Agreement shall be deemed to preclude Oracle from selecting a new insurance carrier or carriers or obtaining new or amended policies at any time, as long as the above insurance coverage is maintained. This provision is not intended to, and does not, increase or decrease Oracle's liability under the Limitation of Liability provision(s) of this Master Agreement

4. COMPLIANCE WITH ALL LAWS

Oracle shall observe and comply with all applicable laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein (collectively, "laws") to the extent that such laws, by their terms, are applicable to the Products, Service Offerings or Oracle's delivery of services under this Master Agreement and impose obligations upon Oracle in its role as an information technology services provider with respect to the Products provided and services performed under this Master Agreement. Assurance of compliance with this requirement by Oracle's employees, agents or subcontractors shall be the responsibility of Oracle. Notwithstanding

the foregoing, to the extent You may provide Oracle access to health, payment card or other sensitive personal information that requires the application of industry specific regulatory, legal or industry data security obligations, specifically excluding obligations of general applicability, You and Oracle agree to specify such security obligations in the applicable order for services; provided that obligations generally applicable to Oracle need not be specified. Oracle will comply with all applicable data protections laws to the extent that such laws by their terms impose obligations on Oracle as a data processor in connection with the Service Offerings specified in an order. You will not provide Oracle access to health, payment card or other sensitive personal information that requires industry specific regulatory, legal or industry data security obligations for the processing of such data unless the applicable obligations are specified in the Master Agreement or an order. Your data may be accessed by Oracle's global personnel as required for business purposes only as specified in an applicable order. You remain responsible for providing any notices and obtaining any consents necessary for Oracle to access and process Your data as specified in the order for services.

Oracle shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

5. SPECIAL CONDITIONS

(a) Warranties and Representations

In connection with signing and carrying out this Master Agreement, Oracle:

(i) warrants that Oracle is appropriately licensed under Illinois law to perform the Service Offerings required under this Master Agreement and will perform no Service Offerings for which a professional license is required by applicable law and for which Oracle is not appropriately licensed;

(ii) warrants that as of the Effective Date of this Master Agreement: it is financially solvent; and it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(iii) warrants that it will not knowingly use the services of any subcontractor for any purpose in the performance of its Service Offerings under this Master Agreement if such subcontractor is prohibited by applicable law from providing such Service Offerings;

(iv) warrants that (A) to the best of its knowledge and belief, it is not in default at the time this Master Agreement is signed on any contract awarded by the County, and (B) has not been determined by the Chief Procurement Officer to be in default on any contract awarded by the County within 5 years immediately preceding the Effective Date of this Master Agreement;

(v) represents that Oracle and, to the best of its knowledge, its subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

(vi) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for breach of this Master Agreement.

(b) Ethics

In addition to the foregoing warranties and representations, Oracle warrants:

(i) To the best of the County's and Oracle's knowledge, no officer, agent or employee of the County is, as of the Effective Date of this Master Agreement, employed by Oracle or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics. The County acknowledges that Oracle's parent corporation, Oracle Corporation, is a publicly traded corporation. To the extent this Master Agreement impacts the overall performance of Oracle Corporation, and to the extent an officer, agent or employee of the County owns stock in Oracle Corporation, now or in the future, such person could receive indirect financial benefit as a result of, or in connection with, this Master Agreement. Oracle is not able to prevent any such person from purchasing stock in Oracle Corporation in an amount that would create a prohibited financial interest. Any such indirect financial interest shall not be deemed a violation of this section.

(ii) no payment, gratuity or offer of employment will be made in connection with this Master Agreement by or on behalf of any subcontractors to the prime Oracle or higher tier subcontractors or anyone

associated with them, as an inducement for the award of a subcontract or order.

(c) Business Documents

At the reasonable request of the County, Oracle must provide copies of its latest articles of incorporation and by-laws and reasonable proof of the authority of the signatory hereunder to act on behalf of and bind Oracle to this Master Agreement or any applicable order hereunder. Notwithstanding the foregoing, a fully executed officer's or secretary's certificate shall be deemed to constitute "reasonable proof of the authority of the signatory" as required in the immediately preceding sentence.

(d) Conflicts of Interest

(i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Service Offerings to which this Master Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Master Agreement or to any financial benefit to arise from it. The County acknowledges that Oracle's parent corporation, Oracle Corporation, is a publicly traded corporation. To the extent this Master Agreement impacts the overall performance of Oracle Corporation, and to the extent an officer, agent or employee of the County, a member of or delegate to the Congress of the United States or the Illinois General Assembly, or a Commissioner of the Cook County Board, in each case, owns stock in Oracle Corporation, now or in the future, such person could receive indirect financial benefit as a result of, or in connection with, this Master Agreement. Oracle is not able to prevent any such person from purchasing stock in Oracle Corporation in an amount that would create a prohibited financial or personal interest. Any such indirect financial or personal interest shall not be deemed a violation of this section.

(ii) Oracle covenants that to the best of its knowledge and belief, it and its subcontractors if any (collectively, "Oracle Parties"), presently have no direct or indirect organizational conflict of interest, which would preclude it from performing the Service Offerings called for in this Master Agreement. During the performance of this Master Agreement, the parties agree to identify any actual or potential conflicts of interest which may arise, or which may be caused by any additional work hereunder, and to work together to manage, mitigate and avoid any such conflicts of interest in a manner that is mutually agreeable to the parties and consistent with applicable laws and regulations.

(iii) Without limiting the foregoing, if the Oracle Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Oracle Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Master Agreement or afterwards. The Oracle Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Oracle Parties have a relationship with the persons or entities that submitted the proposals or bids for that project. Notwithstanding the foregoing, the parties understand and agree that Oracle Parties' employees and consultants engaged under this Master Agreement may be called upon during the performance of this Master Agreement to render advice concerning Oracle's products and the suitability of Oracle products to the County's environment; and, that Oracle Parties may proffer solicited or unsolicited advice concerning the same.

(iv) Oracle further covenants that on the Effective Date of this Master Agreement, no person assigned to perform any Service Offerings hereunder has any conflict of interest (i.e., any relationship that may impair its objectivity or ability to perform Service Offerings).

(e) Non-Liability of Public Officials

Oracle and any assignee or subcontractor of Oracle must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them, in each case, under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach by the County or Oracle of this Master Agreement.

6. MODIFICATIONS AMENDMENTS AND ORDERS

The parties may during the term of the Master Agreement make modifications and amendments to the Master Agreement but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Master Agreements not approved by the Board, the Chief Procurement Officer may amend a Master Agreement provided that any such amendment does not extend the Master Agreement by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Master Agreement beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Master Agreement beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Master Agreement. All modifications or amendments to this Master Agreement or orders must bear the signature of the Chief Procurement Officer. Any modifications or amendments to this Master Agreement or orders made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Oracle is hereby notified that, except for modifications and amendments which are made in accordance with this Section 6, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Master Agreement.

7. AUDIT

Oracle agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under this Master Agreement, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of Oracle related to this Master Agreement, including invoices and payments for the Products provided to the County, or to Oracle's compliance with any term, condition or provision thereof or its performance thereunder. Oracle shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Master Agreement. The Cook County Auditor may conduct such audits upon reasonable prior written notice to Oracle and no more than one time per year; provided, however, that it shall be permitted to conduct additional follow-up audits if a prior audit has found a material discrepancy. Any such audit shall be conducted at the County's cost and in a manner intended to not unreasonably interfere with Oracle's normal business operations. The County shall have the right to contract a third-party audit firm to conduct such an audit, provided that such third-party audit firm agrees to Oracle's reasonable nondisclosure terms.

Oracle further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Master Agreement.

In the event Oracle receives payments under the Master Agreement that are determined by such audits to have been billed or paid other than in accordance with this Master Agreement, the County shall be entitled to obtain a refund of such amounts, provided that the foregoing shall not limit Oracle's right to contest the County's or such auditor's determinations in accordance with Section 11 of this Exhibit A.

8. GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this Master Agreement.

9. APPROPRIATION

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Master Agreement, then the County will notify Oracle in writing of that occurrence, and this Master Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Master Agreement are exhausted; provided, however, that: (1) with each executed order, the County must have provided both: (a) a signed ordering document referencing

this Master Agreement, and (b) a purchase order; and (2) the County's signature on an ordering document referencing this Master Agreement and issuance of a purchase order by the County shall signify to Oracle that all funds for the order, which funds are or will become, pursuant to such order, due and payable in the then current fiscal year, have been fully appropriated and are available and no longer subject to any appropriations contingency. Payments for all Programs ordered and all Service Offerings completed prior to Oracle's receipt of the County's notification will be made to Oracle. No payments will be made or due to Oracle and under this Master Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Master Agreement.

10. PAYMENT TO CONTRACTORS AND SUBCONTRACTORS

All invoices submitted by Oracle shall be in accordance with the provisions contained in this Master Agreement shall contain a description of the Products ordered, including the quantity ordered (as per Oracle's Invoicing Standards Policy), for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Oracle shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Master Agreement price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by Oracle to the County. In the event that the County exercises the right set forth in the immediately preceding sentence, the County shall promptly provide to Oracle in writing a detailed description of such offset(s) and/or subtraction(s).

Oracle acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, Oracle certifies that all itemized entries set forth in the invoices are true and correct in all material respects. Oracle acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices may result in the County exercising all remedies available to it under this Master Agreement, in law and in equity including, but not limited to, reporting the matter to the Cook County Office of the Independent Inspector General.

When Oracle receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to this Master Agreement, Oracle will make payment to each subcontractor within a reasonably timely fashion and pursuant to the applicable terms and conditions agreed to between Oracle and such subcontractor.

11. DISPUTE RESOLUTION

In the event of any dispute between the County and Oracle arising out of or relating to this Master Agreement (the "dispute"), the parties will endeavor to resolve the dispute in accordance with this section. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant contract provision(s) to the other party. Oracle will appoint a Vice President (or equal level) and the County shall appoint a Bureau Chief (or equal level) to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may begin until either the Vice President (or equal level) or Bureau Chief (or equal level) concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. Notwithstanding a dispute, the parties shall refrain from exercising any termination right and shall continue to discharge all their respective obligations, duties and responsibilities set forth in this Master Agreement while the parties endeavor to resolve the dispute under this section, provided that, any party alleged to be in breach promptly makes good faith efforts to cure the breach and pursues the cure in good faith.

[End of Exhibit A]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 J15699-STND-GAWU-14-15	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED ORACLE CORPORATION ORACLE AMERICA, INC. ATTN: BRUCE COCHRAN 500 ORACLE PARKWAY MS50P664 REDWOOD CITY, CA 94065	INSURER A: National Union Fire Ins Co Pittsburgh PA	NAIC # 19445
	INSURER B: N/A	NAIC # N/A
	INSURER C: Safely National Casualty Corp.	NAIC # 15105
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** SEA-002441077-10 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL7046571	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA3219448 (AOS) CA3219448 (MA)	06/01/2014 06/01/2014	06/01/2015 06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	LDM0500082 PS0500081	04/01/2014 04/01/2014	04/01/2015 04/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 COOK COUNTY, ITS OFFICIALS, EMPLOYEES AND AGENTS ARE INCLUDED AS ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE GENERAL LIABILITY POLICY IS PRIMARY AND NON-CONTRIBUTORY WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER COOK COUNTY 118 NORTH CLARK STREET CHICAGO, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Chandra J. Baciocco <i>Chandra Baciocco</i>
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Marsh Risk & Insurance Services

345 California Street, Suite 1300

San Francisco, CA 94104

415 743 8000 Fax 415 743 8082

www.marsh.com

January 8, 2015

Subject: Technology Errors and Omissions Coverage
Oracle Corporation
Policy No. QF009714 (Primary)
Insurance Company – Lloyd's of London
Policy Period March 31, 2014 to March 31, 2015

To Whom It May Concern:

Please be advised that Lloyd's of London has issued an Errors & Omissions insurance policy to Oracle Corporation for the Policy Period March 31, 2014 to March 31, 2015 which provides Professional Liability/Technology Errors & Omissions/Privacy Liability to Oracle Corporation on a **claims made basis** with a limit of \$5,000,000 per occurrence and \$5,000,000 in the aggregate (the "Policy").

This document is issued as a matter of information only and confers no rights upon the recipient other than those provided in the Policy. This document does not amend, extend or alter the coverage afforded by the Policy.

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this letter may be issued or may pertain, the insurance afforded by the Policy is subject to all the terms, conditions and exclusions of the Policy. Aggregate limits shown may have been reduced by paid claims.

Lloyd's of London is not under any obligation to provide notice of cancellation to third parties, and neither is Marsh. Failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this letter.

Please let us know if you should have any questions as respects this coverage. Thank you.

Sincerely,

Marsh Risk & Insurance Services

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 - 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: _____ Certifying Agency: _____
Address: _____ Certification Expiration Date: _____
City/State: _____ Zip: _____ FEIN #: _____
Phone: _____ Fax: _____ Contact Person: _____
Email: _____ Contract #: _____

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (MWBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)

(2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)

(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)

(4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)

(5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

** See Attachment A to this EDS.*

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

* See Attachment B to this EDS.

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: Oracle America, Inc. D/B/A: N/A EIN NO.: 94-2805249

Street Address: 500 Oracle Parkway

City: Redwood Shores State: CA Zip Code: 94065

Phone No.: 703.364.0239

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
* See Attachment B to this EDS		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

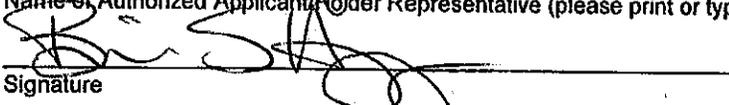
Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Oracle Corporation	500 Oracle Parkway Redwood Shores, CA	100%	Ultimate Parent

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Brian S. Higgins
 Name of Authorized Applicant/Holder Representative (please print or type)

 Signature
brian.s.higgins@oracle.com
 E-mail address

Vice President & Assistant Secretary
 Title
8 January 2015
 Date
650-506-4316
 Phone Number

Subscribed to and sworn before me this _____ day of _____, 20____.

X _____
 Notary Public Signature

My commission expires: see attached certificate

 Notary Seal



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: _____ Title: _____

Business Entity Name: Orade America, Inc. Phone: 703.364.0239

Business Entity Address: 500 Orade Parkway, Redwood Shores, CA 94065

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format. **See Attachment B to this EDS*

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

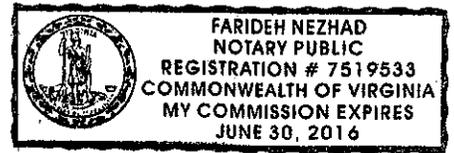
To the best of my knowledge and belief, the information provided above is true and complete.

[Signature]
Owner/Employee's Signature _____
1/12/15
Date

Subscribe and sworn before me this 12 Day of January, 20 15

a Notary Public in and for Stafford County

[Signature]
(Signature)



NOTARY PUBLIC
SEAL

My Commission expires June 30, 2016

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this
_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this
_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SBN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this
_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this _____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this _____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____
Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____
Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____
Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A CORPORATION
(SECTION 9)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Oracle America, Inc.

BUSINESS ADDRESS: 500 Oracle Parkway, Redwood Shores,
CA 94065

BUSINESS TELEPHONE: 708.364.0239 FAX NUMBER: 708.364.3029

CONTACT PERSON: Marc Bacigalupo

FEIN: 94-2805249 *IL CORPORATE FILE NUMBER: 58271578

LIST THE FOLLOWING CORPORATE OFFICERS:

CEOs
PRESIDENT: Sofra Catz & Mark Hard Asst Secretary &
VICE PRESIDENT: Brian S. Higgins

SECRETARY: Porian Daley TREASURER: Eric Ball

**SIGNATURE OF VICE PRESIDENT: [Signature]

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this
____ day of _____, 20____

X _____
Notary Public Signature

My commission expires: _____

Notary Seal

*See attached
Certificate*

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

SIGNATURE BY A CORPORATION
(SECTION 9)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Oracle America, Inc.

BUSINESS ADDRESS: 500 Oracle Parkway, Redwood Shores, CA
94065

BUSINESS TELEPHONE: 703.364.0239 FAX NUMBER: 703.364.3029

CONTACT PERSON: Marc Bacigalupo

FEIN: 94-2805249 *IL CORPORATE FILE NUMBER: 5827 1578

LIST THE FOLLOWING CORPORATE OFFICERS:

^{CEOs}
PRESIDENT: Sofia Catz & Mark Hurd Asst Secretary & VICE PRESIDENT: Brian S. Higgins

SECRETARY: Brian Daley TREASURER: Eric Ball

**SIGNATURE OF ^{Vice} PRESIDENT: [Signature]

ATTEST: _____ (CORPORATE SECRETARY)

See attached certificate

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

X _____
Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of San Mateo

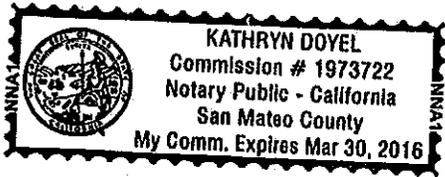
Subscribed and sworn to (or affirmed) before me
 on this 8th day of January, 2015,
 by Date Month Year

(1) Brian S. Higgins

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature Kathryn Doyel
Signature of Notary Public



Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**SIGNATURE BY A CORPORATION
(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Oracle America, Inc.

BUSINESS ADDRESS: 500 Oracle Parkway, Redwood Shores, CA 94065

BUSINESS TELEPHONE: 703.364.0239 FAX NUMBER: 703.364.3029

CONTACT PERSON: Marc Bacigalupo

FEIN: 94-2805249 *IL CORPORATE FILE NUMBER: 5827 1578

LIST THE FOLLOWING CORPORATE OFFICERS:

CEOs
PRESIDENT: Sandra Catz & Mark Hurd Asst Secretary &
VICE PRESIDENT: Brian S. Higgins

SECRETARY: Debra Daley TREASURER: Eric Ball
Vice

**SIGNATURE OF PRESIDENT: [Signature]

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this
____ day of _____, 20____

Notary Public Signature

My commission expires: _____

Notary Seal

See attached certificate

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 20 DAY OF February, 2015

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1390-12899

OR

ITEM(S), SECTION(S), PART(S): N/A

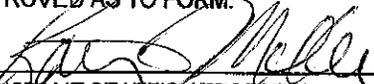
TOTAL AMOUNT OF CONTRACT: \$ 12,150,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 10 2015

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

ATTACHMENT A:

Relevant Information for Petition for Waiver of MBE/WBE Participation (Section 3 of the Economic Disclosure Statement and Execution Document ("EDS"))

The EDS to which this Attachment A is attached is being submitted by Oracle America, Inc. ("Oracle") in connection with that certain Oracle Master Agreement, dated on or about the date of the EDS, between Cook County (the "County") and Oracle (the "Contract").

Pursuant to the Contract, there is no MBE/WBE utilization goal (i.e., the participation goal is set at 0%) required by the County as of the effective date of the Contract.

ATTACHMENT B:
Additional Information in Response to the
Economic Disclosure Statement and Execution Document ("EDS")

Introduction.

The EDS to which this Attachment B is attached is being submitted by Oracle America, Inc. ("Oracle") in connection with that certain Oracle Master Agreement, dated on or about the date of the EDS, between Cook County (the "County") and Oracle (the "Contract").

Oracle hereby submits the following additional information as part of the EDS. This information supplements and/or clarifies (i) certain of Oracle's responses to the answers submitted in the EDS and (ii) certain certifications requested to be made by Oracle in the EDS. Oracle is the indirect, wholly-owned subsidiary of Oracle Corporation, a publicly traded corporation.

All responses to the EDS are limited to: (a) the best of Oracle's knowledge and belief, (b) Oracle, its ultimate parent corporation, Oracle Corporation, and the acts or omissions of any acquired companies of Oracle only after the dates of the acquisitions, and (c) matters which might impact Oracle's ability to provide services pertaining to the Contract.

Response to Section 4.A:

Oracle cannot certify as to whether its more than 100,000 employees and agents have engaged in any of the conduct enumerated in Section 4.A. Accordingly, Oracle's response is limited to Oracle America, Inc. and its parent corporation, Oracle Corporation.

Response to Section 4.D:

Oracle does not believe that it is delinquent in the payment of any tax administered by the County or the Illinois Department of Revenue.

With respect to other charges administered by Cook County or the Illinois Department of Revenue, including water charges, sewer charges, license fees, and parking tickets, Oracle is a very large company and has no way of ascertaining with the specificity required as to whether Oracle is in compliance with such matters. Oracle's response to this Section is limited to Oracle America, Inc.

Response to Section 4.F:

Oracle's Sexual Harassment web course does not provide IDHR contact details. Oracle posts state posters in its common areas (kitchen and mailrooms) that contain state-related policies and agency contact information.

Response to Cook County Disclosure of Ownership Interest Statement:

Direct Ownership:

Name	Address	Percentage of Interest in Applicant/Holder
Oracle Systems Corporation	500 Oracle Parkway Redwood Shores, CA 94065	>5%
Oracle Global Holdings, Inc.	500 Oracle Parkway Redwood Shores, CA 94065	>5%

Indirect Ownership: Oracle America, Inc. is the indirect, wholly-owned subsidiary of Oracle Corporation, a publicly traded corporation with thousands of shareholders. For more detailed ownership information, please see Oracle Corporation's most recent 10-K and Proxy Statement, each of which is publically available online at <http://www.Oracle.com>.

Response to Sworn Familial Relationships Disclosure Form:

Oracle America, Inc. is the indirect, wholly-owned subsidiary of Oracle Corporation, a publicly traded corporation with thousands of shareholders. Accordingly, Oracle has no way of knowing whether a familial relationship exists between any owners/shareholders of Oracle Corporation and any person holding elective office in the State of Illinois, Cook County or in any municipality within Cook County.

Oracle has no actual knowledge of any "Familial relationship" between its "Persons" to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County; however, Oracle cannot certify whether its more than 100,000 employees have any such "Familial relationships". All Oracle employees have a duty to avoid financial, business or other relationships that might cause a conflict of interest, including familial relationships.

CERTIFICATION

Oracle would clarify this certification as follows: *Oracle America, Inc. has provided the information required in this EDS to the best of its knowledge and belief.*