

**Stephen F. Austin State University**

Procurement and Property Services

Nacogdoches, Texas 75962-3030

Phone (936) 468-2206 \* Fax (936) 468-4282

PO Number: **B2200213**PO Date: **11/03/21**

Delivery Date:

**Supplier:**RFD & Associates Inc  
401 Camp Craft Rd  
West Lake Hills TX 78746-6507**CONFIRM RECEIPT OF PURCHASE ORDER AND  
ACCEPTANCE OF DELIVERY DATE  
BY EMAILING PURCHASE@SFASU.EDU.**

ivancickn@sfasu.edu

**Send Billing Invoice to:**Stephen F. Austin State University  
P.O. Box 6085  
Nacogdoches, TX 75962-6085  
ATTN: Accounts Payable**Ship to:**Melissa Wolfe  
Telecom and Networking  
Human Srv/Tel 107  
2100 Raguet St N  
SFA Box 6095

Nacogdoches TX 75962

**Terms: Net 30****FOB: Not Applicable****PURCHASE ORDER NO. MUST APPEAR ON ALL  
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
	BOARD APPROVAL November 2021 Banner Hardware and Oracle Licensing Contract President is authorized to sign all associated contracts and purchase orders Funding Source: HEF Funds ---- In accordance with Oracle Cloud Services Quote #C-SFA091621 (iContracts #529920), dated 09/16/2021, to include two 48-month Cloud at Customer components. The actual term periods to be updated upon final product installation. ---- DIR-TSO-4158 ---- RE: R0074092 / B2200213			

**Purchaser:** Nicole Ivancic

(936) 4684472

**ADDITIONAL CHARGE:**Vendor ID: **20212304**

Collegiate Licensed:

**DISCOUNT/TRADE-IN:**

Req No:

Employee/Employee Relationship:

**TOTAL:****CONTINUED**Blanket Order: **B2200213**

HUB Status:

Purchase Class: **DIR Contract**

Vendor Warrant Hold process runs nightly and terminates any vendors on hold. Vendor EPLS status verified by Purchaser.

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Item	Description	Quantity	Unit Cost	Total Cost
1	11/05/2021 UPDATE DOC TEXT 000P20689A COMPUTER STORAGE DEVICES Oracle Database Exadata Cloud at Customer Machine Delivery Location: 1936 North Street, Nacogdoches, TX 75962 (Production Site) ---- Includes: (1) Gen 2 Exadata Cloud at Customer Infrastructure - XM- Base System - Non-metered - Hosted Environment Per Month (255,300) Oracle PaaS and IaaS Universal Credits ---- 48-month term, estimated	16.00 QTR	88,606.8300	1,417,709.28

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Item	Description	Quantity	Unit Cost	Total Cost
	---- Oracle retains all ownership and title to equipment ---- YEAR 1: 07/01/2021 - 06/30/2022 --Quarter 1 of 4 (07/01/2021-09/30/2021) --Quarter 2 of 4 (10/01/2021-12/31/2021) --Quarter 3 of 4 (01/01/2022-03/30/2022) --Quarter 4 of 4 (04/01/2022-06/30/2022) YEAR 2: 07/01/2022 - 06/30/2023 --Quarter 1 of 4 (07/01/2022-09/30/2022) --Quarter 2 of 4 (10/01/2022-12/31/2022) --Quarter 3 of 4 (01/01/2023-03/30/2023) --Quarter 4 of 4 (04/01/2023-06/30/2023) YEAR 3: 07/01/2023 - 06/30/2024			

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2	--Quarter 1 of 4 (07/01/2023-09/30/2023) --Quarter 2 of 4 (10/01/2023-12/31/2023) --Quarter 3 of 4 (01/01/2024-03/30/2024) --Quarter 4 of 4 (04/01/2024-06/30/2024) YEAR 4: 07/01/2024 - 06/30/2025 --Quarter 1 of 4 (07/01/2024-09/30/2024) --Quarter 2 of 4 (10/01/2024-12/31/2024) --Quarter 3 of 4 (01/01/2025-03/30/2025) --Quarter 4 of 4 (04/01/2025-06/30/2025)  000P20689A COMPUTER STORAGE DEVICES Oracle Database Exadata Cloud at Customer Machine Delivery Location: 2100 Raguet St., Unit 107 Nacogdoches, TX 75965 (DR Site)	16.00 EA	20,071.2000	321,139.20

**Purchaser:** Nicole Ivancic

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**ADDITIONAL CHARGE:**

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Collegiate Licensed:

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Employee/Employee Relationship:

**TOTAL:**

**CONTINUED**

Blanket Order: **B2200213**

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Item	Description	Quantity	Unit Cost	Total Cost
	---- Includes: (1) Gen 2 Exadata Cloud at Customer Infrastructure - XM- Base System - Non-metered - Hosted Environment Per Month ---- 48-month term, estimated ---- Oracle retains all ownership and title to equipment. ---- YEAR 1: 07/01/2021 - 06/30/2022 --Quarter 1 of 4 (07/01/2021-09/30/2021) --Quarter 2 of 4 (10/01/2021-12/31/2021) --Quarter 3 of 4 (01/01/2022-03/30/2022)			

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	--Quarter 4 of 4 (04/01/2022-06/30/2022) YEAR 2: 07/01/2022 - 06/30/2023 --Quarter 1 of 4 (07/01/2022-09/30/2022) --Quarter 2 of 4 (10/01/2022-12/31/2022) --Quarter 3 of 4 (01/01/2023-03/30/2023) --Quarter 4 of 4 (04/01/2023-06/30/2023) YEAR 3: 07/01/2023 - 06/30/2024 --Quarter 1 of 4 (07/01/2023-09/30/2023) --Quarter 2 of 4 (10/01/2023-12/31/2023) --Quarter 3 of 4 (01/01/2024-03/30/2024) --Quarter 4 of 4 (04/01/2024-06/30/2024) YEAR 4: 07/01/2024 - 06/30/2025 --Quarter 1 of 4 (07/01/2024-09/30/2024) --Quarter 2 of 4 (10/01/2024-12/31/2024) --Quarter 3 of 4 (01/01/2025-03/30/2025)			

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Item	Description	Quantity	Unit Cost	Total Cost
3	--Quarter 4 of 4 (04/01/2025-06/30/2025) 000P96246B INSTALLATION SERVICES, (NOT OTHERWISE CLASSIFIED) Gen 2 Exadata Cloud at Customer Installation and Activation Service - year 1 only	2.00 SRV	30,000.0000	60,000.00

**Purchaser:** Nicole Ivancic

(936) 4684472

**ADDITIONAL CHARGE:****.00**Vendor ID: **20212304**

Collegiate Licensed:

**DISCOUNT/TRADE-IN:****.00**

Req No:

Employee/Employee Relationship:

**TOTAL:****1,798,848.48**Blanket Order: **B2200213**

HUB Status:

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RFD & Associates, Inc.  
 401 Camp Craft Road  
 Austin, Texas 78746  
 Ph 512.347.9411  
 Fax 512.347.9412

Contact:  
 Anna Presley Bumham  
 abumham@rfdinc.com  
 512-628-2646 (office)  
 512-762-1360 (cell)

iContracts #529920  
**ORACLE**

RFD ORDER DOCUMENT #: C-SFA091621  
 VENDOR ID 1742736774700  
 WBE / HUB# 69004  
 DIR ORACLE CONTRACT# DIR-TSO-4158

**SOLD TO:** Stephen F. Austin State University

**SHIP TO:**

**DATE:** September 16, 2021

**Name:** John Parker  
 Stephen F. Austin State University  
**Address:** 2126 Alumni Dr.  
 Boynton Building Room 112  
 Nacogdoches, Texas 75962  
**Phone Number:** 936-468-3401  
**E-mail Address:** [jwparker@sfasu.edu](mailto:jwparker@sfasu.edu)

**Name:** John Parker  
 Stephen F. Austin State University  
**Address:** 2126 Alumni Dr.  
 Boynton Building Room 112  
 Nacogdoches, Texas 75962  
**Phone Number:** 936-468-3401  
**E-mail Address:** [jwparker@sfasu.edu](mailto:jwparker@sfasu.edu)

QUANTITY	DESCRIPTION	Part / SKU#	Term (Months)	LIST PRICE (US\$)	Extended List Price	%	NET PRICE (US\$)	EXTENDED NET PRICE
<b>PRODUCTION SITE: 2126 Boynton Building Room 112 Nacogdoches, Texas 75962</b>								
1	Gen 2 Exadata Cloud at Customer Infrastructure - XM - Base System - Non-metered - Hosted Environment Per Month	B92406	48	\$ 384,000.00	\$ 384,000.00	16.37%	\$ 321,139.20	\$ 321,139.20
255300	Oracle PaaS and IaaS Universal Credits	B88206	48	\$ 4.30	\$ 1,096,570.00		\$ 1,096,570.00	\$ 1,096,570.00
1	Gen 2 Exadata Cloud at Customer Installation and Activation Service - year 1 only	B91390	N/A	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00	\$ 30,000.00
PROD subtotal					\$ 1,510,570.00			\$ 1,447,709.20
							<i>annual cloud cost</i>	\$ 354,427.30
							<i>quarterly cloud cost</i>	\$ 88,606.83
<b>DISASTER RECOVERY SITE: 2100 Raguet St Unit 107 Nacogdoches, Texas 75965</b>								
1	Gen 2 Exadata Cloud at Customer Infrastructure - XM - Base System - Non-metered - Hosted Environment Per Month	B92406	48	\$ 384,000.00	\$ 384,000.00	16.37%	\$ 321,139.20	\$ 321,139.20
1	Gen 2 Exadata Cloud at Customer Installation and Activation Service - year 1 only	B91390	N/A	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00	\$ 30,000.00
DR subtotal					\$ 30,000.00			\$ 351,139.20
							<i>annual cloud cost</i>	\$ 80,284.80
							<i>quarterly cloud cost</i>	\$ 20,071.20

subtotal	\$1,798,848.40
annually	\$ 434,712.10
quarterly	\$ 108,678.03
year 1 services	\$ 60,000.00
year 1 total	\$ 494,712.10
<b>TOTAL DUE 4-Year Contract</b>	<b>\$1,798,848.40</b>

Vendor RFD & Associates, Inc. is a WBE / HUB certified reseller on the Texas DIR-Oracle Contract DIR-TSO-4158



**APPENDIX E-8 TO DIR CONTRACT No. DIR-TSO-4158**  
**ORDERING DOCUMENT**  
**CLOUD SERVICES AND TECHNICAL CLOUD SERVICES**

**A. AGREEMENT**

**1. Agreement:**

This order incorporates by reference the terms of the Contract for Products and Related Services between the State of Texas acting through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle"), effective July 2018 (DIR Contract No. DIR-TSO-4158; Oracle Contract No. US-GMA-1889764) and all amendments and addenda thereto (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

**B. DESCRIPTION AND FEES FOR ORDERED SERVICES**

All fees on this ordering document are in US Dollars.

**1. Terms of Use:**

All products and services listed on this Ordering Document are provide by Oracle under, and subject to, the terms of this Ordering Document, including the Agreement and all Oracle documents referenced in this Ordering Document. You indicate your agreement to the terms of this Ordering Document, including the Agreement, by signing this Ordering Document, and You represent that You have the authority to bind the Customer to whom this Ordering Document is addressed above to the terms of this Ordering Document and the Agreement. As applicable, Oracle processes a customer's order after receipt of a purchase order. Any terms and conditions on your purchase order are void and have no legal effect. For Cloud Services, you may not reduce the quantity of services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. The Services Period for the Cloud Services commences on the date stated in the Ordering Document, or, if none is provided in the Ordering Document, the day that Oracle sends to Your administrator the e-mail welcoming You to the Oracle Cloud that instructs You on how to create Your Cloud login and configure the Cloud Services (the "Cloud Services Start Date"). You must maintain a current subscription to applicable Oracle Cloud Services for the duration of any Technical Cloud Services ordered under this Ordering Document.

**2. Fees:**

The Cloud Services Payment Frequency applies to all Cloud Services fees and taxes (if applicable), and the Technical Cloud Services Payment Frequency applies to all fees and taxes (if applicable) for Technical Cloud Services. All fees payable to Oracle are due in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-TSO-4158. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Agreement. If applicable to You, You will pay any sales, value added or other similar taxes imposed by applicable law that Oracle must pay based on the Services You ordered, except for taxes based on Oracle's income. Also, You will reimburse Oracle for reasonable pre-approved expenses related to providing any Technical Cloud Services in accordance with Appendix A, Section 8.F of the Agreement. Unless, specifically stated otherwise, fees for Services listed in an order are exclusive of taxes (if applicable) and expenses.

**Cloud Services Payment Frequency:** Your payment frequency is quarterly in arrears.

**Technical Cloud Services Payment Frequency:**

Unless otherwise specified in services descriptions applicable to the Technical Cloud Services You have ordered, or in an exhibit specifying the Technical Cloud Services You have ordered, the fees for Technical Cloud Services and any applicable taxes shall be invoiced monthly in arrears. You are responsible for payment of pre-approved expenses, if any, in accordance with Appendix A, Section 8.F of DIR Contract No. DIR-TSO-4158. Expenses will be invoiced monthly as they are incurred and are due in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-TSO-4158.

**3. Renewal of Cloud Services:**

Notwithstanding any statement to the contrary in the Services Specifications, the parties expressly agree that the Cloud Services acquired under this Ordering Document will not Auto-Renew. You expressly agree that the Services acquired under this order will not auto-renew. At the end of the Services Period, the Cloud Services acquired under this Ordering Document may be renewed for an additional Services Period, subject to Your placement of a renewal order and payment of fees for such Cloud Services. For the first two years of the first renewal Services Period of Cloud Services, the annual fee for each Cloud Service ordered will not increase by more than 4% of the Unit Net Price for such service in the immediately preceding year. The Cloud Services may not be renewed as described in the preceding sentence if: (i) Oracle is no longer making such Cloud Services generally available to commercial customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this Ordering Document.

**4. Price Hold for Cloud Services:**

During the Services Period, You may order additional quantities of the Cloud Services acquired under this Ordering Document at the Unit Net Price specified above. This price hold does not apply to Eloqua Marketing Platform Cloud Service, to any renewals or extensions of the Cloud Services ordered under this Ordering Document, to Cloud Services ordered pursuant to a separate Oracle discount or promotion, or to any Cloud Services other than those listed in the initial purchase under this Ordering Document.

**5. Data Center Region:**

Oracle agrees that during the Service Period specified in this ordering document, the Cloud Services environment holding Customer data will reside in data centers located in the customer's external data center.

**6. Offer Validity:**

This order is valid through November 15, 2021 and shall become binding upon execution by You and acceptance by Oracle.

**C. SERVICE SPECIFICATIONS**

**1. Service Specifications:**

The Service Specifications that govern the Services ordered consist of the documents listed below, which are incorporated into this Ordering Document. The Service Specifications are subject to change at Oracle's discretion; however, Oracle changes to the Service Specifications will not result in a material reduction in the level of performance, security, functionality or availability of the applicable Services provided to You for the duration of the Services Period. The terms of the Service Specifications, including any subject matter addressed in the Service Specifications, will replace any inconsistent term, similar subject matter or scope of service delivery in the Agreement; however, unless expressly stated otherwise in this Ordering Document, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in this Ordering Document, Agreement or Service Specifications but in no event shall any documents take precedence over DIR Contract No. DIR-TSO-4158. For the purposes of this Ordering Document, references to the term "Customer" in any document within the Service Specifications shall mean "You" as defined in this Ordering Document.

- **Service Descriptions and Metrics.** Oracle service descriptions and metrics govern Cloud Services and Technical Cloud Services. You may access the version of these descriptions and metrics that apply to the Cloud Services and Technical Cloud Services that You have ordered at [www.oracle.com/contracts](http://www.oracle.com/contracts).
- **Cloud Hosting and Delivery Services Policies.** Cloud Hosting and Delivery Services Policies describe and govern Cloud Services. You may access the version of these policies that apply to the Cloud Services that You have ordered at [www.oracle.com/contracts](http://www.oracle.com/contracts).
- **Program Documentation.** Program Documentation refers to the program user manuals for the Oracle Programs for Cloud Services, as well as any help windows and read me files for such Oracle Programs that are accessible from within the service. The Program Documentation describes technical and functional aspects of the Oracle Programs. You may access the documentation online at [www.oracle.com/contracts](http://www.oracle.com/contracts).

## D. OTHER

### 1. Terms:

The following terms, as used in this Ordering Document or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and "Contract"; "Customer", "Client" and "You"; "Program Documentation" and "Documentation"; "Ordering Document" and "Order Form"; "Services Term" and "Services Period"; "Your Data" and "Your Content".

### 2. Data Processing Agreement:

Oracle's Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement>, is incorporated as Appendix N of DIR Contract No. DIR-TSO-4158 and describes the parties' respective roles for the processing and control of Personal Data (as that term is defined in the Data Processing Agreement) that Customer provides to Oracle as part of the Cloud Services under this order. Oracle will act as a data processor and will comply with all applicable data protection laws to the extent such laws by their terms impose obligations directly on Oracle as a data processor in connection with the services specified in this ordering document. Oracle will act on Customer's instruction concerning the treatment of Customer's Personal Data residing in the Cloud Services Environment, as specified in the Agreement, the Data Processing Agreement and this order. Customer remains solely responsible for Customer's regulatory compliance in connection with Customer's use of the Cloud Services and will comply with all applicable laws in connection with the performance of obligations or exercise of rights under this ordering document and the Agreement. Customer agrees to provide any notices and obtain any consents related to Customer's use of the Cloud Services and Oracle's provision of the Cloud Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

### 3. Assignment of this Ordering Document:

Notwithstanding anything to the contrary in the agreement or this Ordering Document, You may not assign this Ordering Document or give or transfer the Services, or an interest in them, to another individual or entity. If You desire that Services be acquired by another entity, such other entity may order services under a separate contract. You may not grant a security interest in any of the Services. Notwithstanding the foregoing, upon advance written notice to Oracle, You may assign Your rights to the Services under this Ordering Document to another governmental agency as designated by the Texas Legislature (i) that is a successor in interest to You that performs Your statutory obligations, or (ii) as necessary to satisfy a regulatory requirement imposed upon You by a governing body with the appropriate authority; provided that (w) such assignee entity agrees in writing to the terms and conditions of the agreement and the Ordering Document, (x) You provide Oracle will all consents necessary for the assignee to access Your Content, Your Applications, and any other of Your materials in Oracle's possession, (y) the assignment does not result in any change in Oracle's rights and obligations under this Ordering Document (including with respect to the Services), or expand, modify or otherwise alter any use or component of the Services or Services Environments provided under this Ordering Document, and (z) following the assignment, You shall immediately discontinue use of the Services acquired under this Ordering Document.

## D. ADDITIONAL END USER TERMS

### 1. Oracle Database Exadata Cloud at Customer ("ExaCC") Services Additional Definitions:

"Hardware" refers to the ExaCC related computer equipment (including the racks) and remote gateway provided by Oracle as part of your order for the ExaCC service.

### 2. Service Activation and Services Period for ExaCC:

- a. You acknowledge that the installation of Hardware and Your use of the Services is contingent upon (1) compliance with the requirements set out in the relevant deployment guide(s) which can be accessed at <http://docs.oracle.com> and (2) completion of a services activation request memorializing the installation requirements. The deployment guides are part of the Service Specifications.
- b. For purposes of the ExaCC Services, the Services Period commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for the ExaCC Services will be

the earlier of (i) the date that you are issued access that enables you to activate the ExaCC Services, or (ii) 90 days from your order date.

### 3. Additional Rights and Obligations for ExaCC:

- a. **Network Connectivity:** You must make available and maintain network connectivity as described in the Service Specifications throughout the Service Period.
- b. **Responsibility for Care of the Hardware:** You acknowledge that You have an obligation to care for the Hardware while it is at Your location and to keep it in good condition in conformance with documentation provided by Oracle. You will maintain insurance while the Hardware is in Your possession or control and name Oracle as an additional insured and beneficiary in the event of loss or damage. Oracle will provide maintenance for the Hardware as defined in the Services Description.

You may not, and may not cause or permit others to (i) modify, alter, or adapt the Hardware without Oracle's written consent (including modification or removal of the Oracle / Sun serial number tag on the Hardware); (ii) maltreat the Hardware or use it in a manner other than in accordance with the relevant documentation; or (iii) attempt to repair, or otherwise tamper with, the Hardware.

Oracle's obligations under this order do not apply (i) to any Hardware malfunctions resulting from Your failure to allow Oracle to repair or maintain the Hardware, including the incorporation or implementation by Oracle of a hardware or integrated software update or any workaround intended to correct the malfunction, and (ii) to the extent that a problem with the Hardware is attributable to use of equipment or software that are not provided by Oracle as part of ExaCC.

For clarification purposes, Your export control compliance obligations detailed in the Agreement will also extend to Your use of the Hardware.

### 4. Delivery and Installation of Hardware:

- a. **Delivery:** Oracle will deliver the hardware to the delivery address specified by You on Your purchasing document or if Your purchasing document does not indicate a ship to address, then to the location specified on this order. 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>, or as otherwise specified on the order ("the Delivery Location").
- b. **Title of Hardware:** Oracle will retain all ownership and title to the Hardware.
- c. **Installation:** Oracle will install the Hardware at the Delivery Location in accordance with the service activation request at the Delivery Location as part of the ExaCC service.
- d. **Installation Location:** You may not transfer the Hardware to another location without the express consent of Oracle. Any relocation of Hardware is subject to additional fees.

### 5. Return at end of ExaCC Service:

For a period of up to 60 days after the end of the Services Period or other such termination or expiration of the ExaCC services under this order, Oracle will make available, via secured protocols, Your Content residing in the Hardware, or keep the ExaCC service accessible, for the purpose of data retrieval by You. If You need assistance from Oracle to obtain access to or copies of Your Content, You must create a service request in the Cloud Customer Support Portal applicable to the ExaCC service (e.g., My Oracle Support). During this 60-day period, the ExaCC service and Hardware should not be used for production activities. After the end of this 60-day period, and in the absence of a new ExaCC service order involving the same ExaCC Hardware, Oracle will erase all data from disks, flash drives and all storage containers on ExaCC and will de-install and remove the Hardware from your location. Oracle has no obligation to retain Your Content after this 60-day period.

### 6. Exadata Cloud at Customer PCI:

Oracle's Gen 2 Exadata Cloud at Customer Infrastructure (the "ExaC@C") has been audited to comply with the Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures ("PCI DSS"). The Attestation of Compliance (the "AOC") for the ExaC@C is located in the Oracle portal for Cloud Services and may be accessed at Your convenience. During the Services Period of this order, Oracle will maintain compliance to PCI DSS of the ExaC@C by renewing the AOC

annually as required by PCI DSS as applicable to the ExaC@C service. You are responsible for the physical security of the ExaC@C rack. Oracle is not responsible for any data, files, code, information, images, video or other content You input into the ExaC@C, or for any aspect of Your operation, including, but not limited to, the operation of the Customer Virtual Machine. You acknowledge and agree that You have the ability to introduce security risks and that You are responsible for maintaining PCI DSS compliant processes and controls to manage such risks. If required by You or Your regulators, You are responsible for conducting a PCI DSS audit covering the scope that is excluded from the AOC for the ExaC@C.

**7. Third Party Beneficiary:**

Oracle is an irrevocable third party beneficiary of the order. In the event that you breach any term of this order, You agree that Oracle may enforce the terms of this order directly against you.

**8. Universal Credits Cloud Services Start Date:**

The Oracle PaaS and IaaS Universal Credits purchased hereunder will be provisioned after Oracle has provisioned your Oracle Cloud at Customer machine.

**9. Data Center Region Availability for UCM:**

Platform and data center region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS) Cloud Services is provided on the Oracle Cloud Portal at <https://cloud.oracle.com/data-regions>.

**10. Annual Universal Credit and Additional Fees for Any Increased Usage / Capacity:**

Oracle allows You the flexibility to commit an amount to Oracle (as specified in the "Credit Quantity" table in Your order, the "Annual Universal Credit") to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order or as seen in the Cloud Portal, provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. The total Annual Universal Credits acquired under Your order (the "Total Credit Value") and the applicable Services Period for those credits will be as specified in Your order. An Annual Universal Credit amount must be used within its applicable yearly Credit Period during the Services Period and will expire at the end of that yearly Credit Period; any unused amounts are non-refundable and are forfeited at that time. The balance of the Total Credit Value will be decremented on a monthly basis reflecting Your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order.

**A. Additional Fees for Any Increased Usage / Capacity:**

As described in the Oracle PaaS and IaaS Universal Credits Service Descriptions available at <http://www.oracle.com/contracts>, if, at the end of any month during the Services Period under this order, you have exceeded the annual Credit Quantity specified in this order during the Services Period under this order, then you must pay for such excess usage of the Oracle IaaS and PaaS Cloud Service at the "Overage Unit Net Price" specified in the rate card of Your order or as seen in the Cloud Portal.

**B. Additional Services:**

If Oracle adds additional service offerings to the list of eligible Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service category discount specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

**11. Non-Appropriation:**

In the event funds are not appropriated for a new fiscal year period, upon written notice to the reseller and to Oracle, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order to

the reseller (RFD), and (b) Your issuance of each 12- month purchase order shall signify that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's and the reseller's receipt of Your notice of non-appropriations.

	<b>Stephen F. Austin State University</b>	<b>RFD &amp; Associates, Inc.</b>
<b>Signature</b>	E-SIGNED by Scott Gordon on 2021-11-03 10:07:58 CDT	E-SIGNED by Scott Glover on 2021-11-03 09:45:47 CDT
<b>Name</b>	Scott Gordon	Scott T. Glover
<b>Title</b>	President	Chief Operating Officer
<b>Signature Date</b>	November 03, 2021	November 03, 2021



RFD & Associates, Inc.  
 401 Camp Craft Road  
 Austin, Texas 78746  
 Ph 512.347.9411  
 Fax 512.347.9412

Contact:  
 Anna Presley Bumham  
 abumham@rfdinc.com  
 512-628-2646 (office)  
 512-762-1360 (cell)

RFD ORDER DOCUMENT #: C-SFA091621  
 VENDOR ID 1742736774700  
 WBE / HUB# 69004  
 DIR ORACLE CONTRACT# DIR-TSO-4158

**SOLD TO:** Stephen F. Austin State University

**SHIP TO:**

**DATE:** September 16, 2021

**Name:** John Parker  
 Stephen F. Austin State University  
**Address:** 2126 Alumni Dr.  
 Boynton Building Room 112  
 Nacogdoches, Texas 75962  
**Phone Number:** 936-468-3401  
**E-mail Address:** [jwparker@sfasu.edu](mailto:jwparker@sfasu.edu)

**Name:** John Parker  
 Stephen F. Austin State University  
**Address:** 2126 Alumni Dr.  
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 Nacogdoches, Texas 75962  
**Phone Number:** 936-468-3401  
**E-mail Address:** [jwparker@sfasu.edu](mailto:jwparker@sfasu.edu)

QUANTITY	DESCRIPTION	LIST PRICE (US\$)	Extended List Price	%	NET PRICE (US\$)	EXTENDED NET PRICE
	Cloud Service Part / SKU# Term (Months)					
<b>PRODUCTION SITE: 2126 Boynton Building Room 112 Nacogdoches, Texas 75962</b>						
1	Gen 2 Exadata Cloud at Customer Infrastructure - XM - Base System - Non-metered - Hosted Environment Per Month B92406	\$ 384,000.00	\$ 384,000.00	16.37%	\$ 321,139.20	\$ 321,139.20
255300	Oracle PaaS and IaaS Universal Credits B88206	\$ 4.30	\$ 1,096,570.00		\$ 1,096,570.00	\$ 1,096,570.00
1	Gen 2 Exadata Cloud at Customer Installation and Activation Service - year 1 only B91390	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00	\$ 30,000.00
			PROD subtotal			\$ 1,447,709.20
					annual cloud cost	\$ 354,427.30
					quarterly cloud cost	\$ 88,606.83
<b>DISASTER RECOVERY SITE: 2100 Raguet St Unit 107 Nacogdoches, Texas 75965</b>						
1	Gen 2 Exadata Cloud at Customer Infrastructure - XM - Base System - Non-metered - Hosted Environment Per Month B92406	\$ 384,000.00	\$ 384,000.00	16.37%	\$ 321,139.20	\$ 321,139.20
1	Gen 2 Exadata Cloud at Customer Installation and Activation Service - year 1 only B91390	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00	\$ 30,000.00
			DR subtotal			\$ 351,139.20
					annual cloud cost	\$ 80,284.80
					quarterly cloud cost	\$ 20,071.20

subtotal \$1,798,848.40  
 annually \$ 434,712.10  
 quarterly \$ 108,678.03  
 year 1 services \$ 60,000.00  
 year 1 total \$ 494,712.10  
**TOTAL DUE 4-Year Contract \$1,798,848.40**

Vendor RFD & Associates, Inc. is a WBE / HUB certified reseller on the Texas DIR-Oracle Contract DIR-TSO-4158

**APPENDIX E-8 TO DIR CONTRACT No. DIR-TSO-4158**  
**ORDERING DOCUMENT**  
**CLOUD SERVICES AND TECHNICAL CLOUD SERVICES**

**A. AGREEMENT**

**1. Agreement:**

This order incorporates by reference the terms of the Contract for Products and Related Services between the State of Texas acting through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle"), effective July 2018 (DIR Contract No. DIR-TSO-4158; Oracle Contract No. US-GMA-1889764) and all amendments and addenda thereto (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

**B. DESCRIPTION AND FEES FOR ORDERED SERVICES**

All fees on this ordering document are in US Dollars.

**1. Terms of Use:**

All products and services listed on this Ordering Document are provide by Oracle under, and subject to, the terms of this Ordering Document, including the Agreement and all Oracle documents referenced in this Ordering Document. You indicate your agreement to the terms of this Ordering Document, including the Agreement, by signing this Ordering Document, and You represent that You have the authority to bind the Customer to whom this Ordering Document is addressed above to the terms of this Ordering Document and the Agreement. As applicable, Oracle processes a customer's **order after** receipt of a purchase order. Any terms and conditions on your purchase order are void and have no legal effect. For Cloud Services, you may not reduce the quantity of services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. The Services Period for the Cloud Services commences on the date stated in the Ordering Document, or, if none is provided in the Ordering Document, the day that Oracle sends to Your administrator the e-mail welcoming You to the Oracle Cloud that instructs You on how to create Your Cloud login and configure the Cloud Services (the "Cloud Services Start Date"). You must maintain a current subscription to applicable Oracle Cloud Services for the duration of any Technical Cloud Services ordered under this Ordering Document.

**2. Fees:**

The Cloud Services Payment Frequency applies to all Cloud Services fees and taxes (if applicable), and the Technical Cloud Services Payment Frequency applies to all fees and taxes (if applicable) for Technical Cloud Services. All fees payable to Oracle are due in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-TSO-4158. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Agreement. If applicable to You, You will pay any sales, value added or other similar taxes imposed by applicable law that Oracle must pay based on the Services You ordered, except for taxes based on Oracle's income. Also, You will reimburse Oracle for reasonable pre-approved expenses related to providing any Technical Cloud Services in accordance with Appendix A, Section 8.F of the Agreement. Unless, specifically stated otherwise, fees for Services listed in an order are exclusive of taxes (if applicable) and expenses.

**Cloud Services Payment Frequency:** Your payment frequency is quarterly in arrears.

**Technical Cloud Services Payment Frequency:**

Unless otherwise specified in services descriptions applicable to the Technical Cloud Services You have ordered, or in an exhibit specifying the Technical Cloud Services You have ordered, the fees for Technical Cloud Services and any applicable taxes shall be invoiced monthly in arrears. You are responsible for payment of pre-approved expenses, if any, in accordance with Appendix A, Section 8.F of DIR Contract No. DIR-TSO-4158. Expenses will be invoiced monthly as they are incurred and are due in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-TSO-4158.

**3. Renewal of Cloud Services:**



Notwithstanding any statement to the contrary in the Services Specifications, the parties expressly agree that the Cloud Services acquired under this Ordering Document will not Auto-Renew. You expressly agree that the Services acquired under this order will not auto-renew. At the end of the Services Period, the Cloud Services acquired under this Ordering Document may be renewed for an additional Services Period, subject to Your placement of a renewal order and payment of fees for such Cloud Services. For the first two years of the first renewal Services Period of Cloud Services, the annual fee for each Cloud Service ordered will not increase by more than 4% of the Unit Net Price for such service in the immediately preceding year. The Cloud Services may not be renewed as described in the preceding sentence if: (i) Oracle is no longer making such Cloud Services generally available to commercial customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this Ordering Document.

**4. Price Hold for Cloud Services:**

During the Services Period, You may order additional quantities of the Cloud Services acquired under this Ordering Document at the Unit Net Price specified above. This price hold does not apply to Eloqua Marketing Platform Cloud Service, to any renewals or extensions of the Cloud Services ordered under this Ordering Document, to Cloud Services ordered pursuant to a separate Oracle discount or promotion, or to any Cloud Services other than those listed in the initial purchase under this Ordering Document.

**5. Data Center Region:**

Oracle agrees that during the Service Period specified in this ordering document, the Cloud Services environment holding Customer data will reside in data centers located in the customer's external data center.

**6. Offer Validity:**

This order is valid through November 15, 2021 and shall become binding upon execution by You and acceptance by Oracle.

**C. SERVICE SPECIFICATIONS**

**1. Service Specifications:**

The Service Specifications that govern the Services ordered consist of the documents listed below, which are incorporated into this Ordering Document. The Service Specifications are subject to change at Oracle's discretion; however, Oracle changes to the Service Specifications will not result in a material reduction in the level of performance, security, functionality or availability of the applicable Services provided to You for the duration of the Services Period. The terms of the Service Specifications, including any subject matter addressed in the Service Specifications, will replace any inconsistent term, similar subject matter or scope of service delivery in the Agreement; however, unless expressly stated otherwise in this Ordering Document, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in this Ordering Document, Agreement or Service Specifications but in no event shall any documents take precedence over DIR Contract No. DIR-TSO-4158. For the purposes of this Ordering Document, references to the term "Customer" in any document within the Service Specifications shall mean "You" as defined in this Ordering Document.

- **Service Descriptions and Metrics.** Oracle service descriptions and metrics govern Cloud Services and Technical Cloud Services. You may access the version of these descriptions and metrics that apply to the Cloud Services and Technical Cloud Services that You have ordered at [www.oracle.com/contracts](http://www.oracle.com/contracts).
- **Cloud Hosting and Delivery Services Policies.** Cloud Hosting and Delivery Services Policies describe and govern Cloud Services. You may access the version of these policies that apply to the Cloud Services that You have ordered at [www.oracle.com/contracts](http://www.oracle.com/contracts).
- **Program Documentation.** Program Documentation refers to the program user manuals for the Oracle Programs for Cloud Services, as well as any help windows and read me files for such Oracle Programs that are accessible from within the service. The Program Documentation describes technical and functional aspects of the Oracle Programs. You may access the documentation online at [www.oracle.com/contracts](http://www.oracle.com/contracts).

## D. OTHER

### 1. Terms:

The following terms, as used in this Ordering Document or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and "Contract"; "Customer", "Client" and "You"; "Program Documentation" and "Documentation"; "Ordering Document" and "Order Form"; "Services Term" and "Services Period"; "Your Data and "Your Content".

### 2. Data Processing Agreement:

Oracle's Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement>, is incorporated as Appendix N of DIR Contract No. DIR-TSO-4158 and describes the parties' respective roles for the processing and control of Personal Data (as that term is defined in the Data Processing Agreement) that Customer provides to Oracle as part of the Cloud Services under this order. Oracle will act as a data processor and will comply with all applicable data protection laws to the extent such laws by their terms impose obligations directly on Oracle as a data processor in connection with the services specified in this ordering document. Oracle will act on Customer's instruction concerning the treatment of Customer's Personal Data residing in the Cloud Services Environment, as specified in the Agreement, the Data Processing Agreement and this order. Customer remains solely responsible for Customer's regulatory compliance in connection with Customer's use of the Cloud Services and will comply with all applicable laws in connection with the performance of obligations or exercise of rights under this ordering document and the Agreement. Customer agrees to provide any notices and obtain any consents related to Customer's use of the Cloud Services and Oracle's provision of the Cloud Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

### 3. Assignment of this Ordering Document:

Notwithstanding anything to the contrary in the agreement or this Ordering Document, You may not assign this Ordering Document or give or transfer the Services, or an interest in them, to another individual or entity. If You desire that Services be acquired by another entity, such other entity may order services under a separate contract. You may not grant a security interest in any of the Services. Notwithstanding the foregoing, upon advance written notice to Oracle, You may assign Your rights to the Services under this Ordering Document to another governmental agency as designated by the Texas Legislature (i) that is a successor in interest to You that performs Your statutory obligations, or (ii) as necessary to satisfy a regulatory requirement imposed upon You by a governing body with the appropriate authority; provided that (w) such assignee entity agrees in writing to the terms and conditions of the agreement and the Ordering Document, (x) You provide Oracle will all consents necessary for the assignee to access Your Content, Your Applications, and any other of Your materials in Oracle's possession, (y) the assignment does not result in any change in Oracle's rights and obligations under this Ordering Document (including with respect to the Services), or expand, modify or otherwise alter any use or component of the Services or Services Environments provided under this Ordering Document, and (z) following the assignment, You shall immediately discontinue use of the Services acquired under this Ordering Document.

## D. ADDITIONAL END USER TERMS

### 1. Oracle Database Exadata Cloud at Customer ("ExaCC") Services Additional Definitions:

"Hardware" refers to the ExaCC related computer equipment (including the racks) and remote gateway provided by Oracle as part of your order for the ExaCC service.

### 2. Service Activation and Services Period for ExaCC:

- a. You acknowledge that the installation of Hardware and Your use of the Services is contingent upon (1) compliance with the requirements set out in the relevant deployment guide(s) which can be accessed at <http://docs.oracle.com> and (2) completion of a services activation request memorializing the installation requirements. The deployment guides are part of the Service Specifications.
- b. For purposes of the ExaCC Services, the Services Period commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for the ExaCC Services will be

the earlier of (i) the date that you are issued access that enables you to activate the ExaCC Services, or (ii) 90 days from your order date.

### 3. Additional Rights and Obligations for ExaCC:

- a. **Network Connectivity:** You must make available and maintain network connectivity as described in the Service Specifications throughout the Service Period.
- b. **Responsibility for Care of the Hardware:** You acknowledge that You have an obligation to care for the Hardware while it is at Your location and to keep it in good condition in conformance with documentation provided by Oracle. You will maintain insurance while the Hardware is in Your possession or control and name Oracle as an additional insured and beneficiary in the event of loss or damage. Oracle will provide maintenance for the Hardware as defined in the Services Description.

You may not, and may not cause or permit others to (i) modify, alter, or adapt the Hardware without Oracle's written consent (including modification or removal of the Oracle / Sun serial number tag on the Hardware); (ii) maltreat the Hardware or use it in a manner other than in accordance with the relevant documentation; or (iii) attempt to repair, or otherwise tamper with, the Hardware.

Oracle's obligations under this order do not apply (i) to any Hardware malfunctions resulting from Your failure to allow Oracle to repair or maintain the Hardware, including the incorporation or implementation by Oracle of a hardware or integrated software update or any workaround intended to correct the malfunction, and (ii) to the extent that a problem with the Hardware is attributable to use of equipment or software that are not provided by Oracle as part of ExaCC.

For clarification purposes, Your export control compliance obligations detailed in the Agreement will also extend to Your use of the Hardware.

### 4. Delivery and Installation of Hardware:

- a. **Delivery:** Oracle will deliver the hardware to the delivery address specified by You on Your purchasing document or if Your purchasing document does not indicate a ship to address, then to the location specified on this order. 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>, or as otherwise specified on the order ("the Delivery Location").
- b. **Title of Hardware:** Oracle will retain all ownership and title to the Hardware.
- c. **Installation:** Oracle will install the Hardware at the Delivery Location in accordance with the service activation request at the Delivery Location as part of the ExaCC service.
- d. **Installation Location:** You may not transfer the Hardware to another location without the express consent of Oracle. Any relocation of Hardware is subject to additional fees.

### 5. Return at end of ExaCC Service:

For a period of up to 60 days after the end of the Services Period or other such termination or expiration of the ExaCC services under this order, Oracle will make available, via secured protocols, Your Content residing in the Hardware, or keep the ExaCC service accessible, for the purpose of data retrieval by You. If You need assistance from Oracle to obtain access to or copies of Your Content, You must create a service request in the Cloud Customer Support Portal applicable to the ExaCC service (e.g., My Oracle Support). During this 60-day period, the ExaCC service and Hardware should not be used for production activities. After the end of this 60-day period, and in the absence of a new ExaCC service order involving the same ExaCC Hardware, Oracle will erase all data from disks, flash drives and all storage containers on ExaCC and will de-install and remove the Hardware from your location. Oracle has no obligation to retain Your Content after this 60-day period.

### 6. Exadata Cloud at Customer PCI:

Oracle's Gen 2 Exadata Cloud at Customer Infrastructure (the "ExaC@C") has been audited to comply with the Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures ("PCI DSS"). The Attestation of Compliance (the "AOC") for the ExaC@C is located in the Oracle portal for Cloud Services and may be accessed at Your convenience. During the Services Period of this order, Oracle will maintain compliance to PCI DSS of the ExaC@C by renewing the AOC

annually as required by PCI DSS as applicable to the ExaC@C service. You are responsible for the physical security of the ExaC@C rack. Oracle is not responsible for any data, files, code, information, images, video or other content You input into the ExaC@C, or for any aspect of Your operation, including, but not limited to, the operation of the Customer Virtual Machine. You acknowledge and agree that You have the ability to introduce security risks and that You are responsible for maintaining PCI DSS compliant processes and controls to manage such risks. If required by You or Your regulators, You are responsible for conducting a PCI DSS audit covering the scope that is excluded from the AOC for the ExaC@C.

**7. Third Party Beneficiary:**

Oracle is an irrevocable third party beneficiary of the order. In the event that you breach any term of this order, You agree that Oracle may enforce the terms of this order directly against you.

**8. Universal Credits Cloud Services Start Date:**

The Oracle PaaS and IaaS Universal Credits purchased hereunder will be provisioned after Oracle has provisioned your Oracle Cloud at Customer machine.

**9. Data Center Region Availability for UCM:**

Platform and data center region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS) Cloud Services is provided on the Oracle Cloud Portal at <https://cloud.oracle.com/data-regions>.

**10. Annual Universal Credit and Additional Fees for Any Increased Usage / Capacity:**

Oracle allows You the flexibility to commit an amount to Oracle (as specified in the "Credit Quantity" table in Your order, the "Annual Universal Credit") to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order or as seen in the Cloud Portal, provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. The total Annual Universal Credits acquired under Your order (the "Total Credit Value") and the applicable Services Period for those credits will be as specified in Your order. An Annual Universal Credit amount must be used within its applicable yearly Credit Period during the Services Period and will expire at the end of that yearly Credit Period; any unused amounts are non-refundable and are forfeited at that time. The balance of the Total Credit Value will be decremented on a monthly basis reflecting Your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order.

**A. Additional Fees for Any Increased Usage / Capacity:**

As described in the Oracle PaaS and IaaS Universal Credits Service Descriptions available at <http://www.oracle.com/contracts>, if, at the end of any month during the Services Period under this order, you have exceeded the annual Credit Quantity specified in this order during the Services Period under this order, then you must pay for such excess usage of the Oracle IaaS and PaaS Cloud Service at the "Overage Unit Net Price" specified in the rate card of Your order or as seen in the Cloud Portal.

**B. Additional Services:**

If Oracle adds additional service offerings to the list of eligible Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service category discount specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

**11. Non-Appropriation:**

In the event funds are not appropriated for a new fiscal year period, upon written notice to the reseller and to Oracle, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order to

the reseller (RFD), and (b) Your issuance of each 12- month purchase order shall signify that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's and the reseller's receipt of Your notice of non-appropriations.

	<b>Stephen F. Austin State University</b>	<b>RFD &amp; Associates, Inc.</b>
<b>Signature</b>	E-SIGNED by Scott Gordon on 2021-11-03 10:07:58 CDT	E-SIGNED by Scott Glover on 2021-11-03 09:45:47 CDT
<b>Name</b>	Scott Gordon	Scott T. Glover
<b>Title</b>	President	Chief Operating Officer
<b>Signature Date</b>	November 03, 2021	November 03, 2021