ORACLE®

ORACLE MASTER AGREEMENT AMENDMENT FOUR

This Oracle Master Agreement Amendment Four (this "Amendment") amends the Oracle Master Agreement US-GMA-2796822, dated 01–JUN-22, and all amendments and addenda thereto (the "Master Agreement") between Clark County Nevada ("You") and Oracle America, Inc. ("Oracle").

The parties agree to amend the Master Agreement as follows:

A. GENERAL TERMS

1. By signing below You agree that you are adding the following Schedules to section 2 Master Agreement Term and Applicable Schedules: Schedule OSSS – Oracle Open-Source Support Services

B. Schedule OSSS – Oracle Open-Source Support Services.

1. Section 6. Delete in the entity and replace with the Following.

   This Schedule OSSS is governed by the laws of the State of Nevada

This Amendment is valid for signature through 30 November 2025. If this Amendment is not signed by both parties on or before that date, this Amendment will be null and void and of no legal effect even if executed by both parties.

Subject to the modifications herein, the Master Agreement shall remain in full force and effect.

The Effective Date of this Amendment is 30-Sep-2025 | 9:47 AM PDT: (to be completed by Oracle)

Clark County Nevada	Oracle America, Inc.
	DocuSigned by:
	Gregg Bartoshek
	86D6B18B745A4D2...
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: Gregg Bartoshek
Title: _____	Title: Contract Specialist
Signature Date: _____	Signature Date: 30-Sep-2025	9:47 AM PDT

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: *Sarah Schaerrer*
Sarah Schaerrer (Oct 6, 2025 08:24:30 PDT)
SARAH SCHAERRER
Deputy District Attorney

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

Your Name:	Clark County Nevada
General Terms Reference:	US-GMA-2796822

This Oracle Open Source Support Services Schedule (this "Schedule OSSS") is a Schedule to the General Terms referenced above. The General Terms and this Schedule OSSS, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule OSSS shall co-terminate with the General Terms.

1. DEFINITIONS

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

1.2 "**Oracle Linux Service Offering(s)**", "**Oracle VM Service Offering(s)**" and "**Oracle Verrazzano Service Offering(s)**" refer to Oracle Linux, Oracle VM and Oracle Verrazzano support services respectively as defined under the Oracle Open Source Support Policies referenced in Section 2.2 below.

1.3 "**Oracle Open Source Service Offering(s)**" means the Oracle Linux Service Offering(s), the Oracle VM Service Offering(s), and the Oracle Verrazzano Service Offering(s).

1.4 "**Support Term**" is defined as the duration for which You have acquired the applicable Oracle Open Source Service Offering(s).

1.5 "**Program Documentation**" refers to the program user manual and program installation manuals. Program Documentation may be delivered with the Oracle Linux, Oracle VM and Oracle Verrazzano programs. You may access the documentation online at http://oracle.com/documentation.

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

2. ORACLE OPEN SOURCE SERVICE OFFERING(S)

2.1. Upon Oracle's acceptance of Your order, You have the limited right to receive the applicable Oracle Open Source Service Offering(s) solely for Your business operations and subject to the terms of this Schedule OSSS including availability rules and metric definitions set forth in the order and the Program Documentation.

2.2. For purposes of the order, the Oracle Open Source Service Offering(s) consists of Oracle's technical support services level You may have ordered from Oracle or an authorized reseller for the Oracle Open Source Service Offering(s). If ordered, the Oracle Open Source Service Offering(s) (including initial year and all subsequent years) are provided under the Oracle Open Source Support Policies in effect at the time the Oracle Open Source Service Offering(s) are provided. The Oracle Open Source Support Policies, which are incorporated in this Schedule OSSS, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of technical support services provided during the period for which fees for the Oracle Open Source Service Offering(s) have been paid. Oracle Open Source Service Offering(s) are available for certain systems, and may be subject to additional restrictions as set forth in the Oracle Open Source Support Policies. You should review the Oracle Open Source Support Policies prior to entering into the order for the applicable Oracle Open Source Service Offering(s). You may access the current version of the Oracle Open Source Support Policies at http://oracle.com/contracts.

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

2.4. The Oracle Open Source Service Offering(s) provided under this Schedule OSSS are in support of licenses You acquired separately. All patches, bug fixes and other code received as part of the Oracle Open Source Service Offering(s) under this Schedule OSSS shall be provided under the applicable license terms for the Oracle Linux, Oracle VM and/or Oracle Verrazzano program(s) that You have downloaded and/or installed. The Oracle Open Source Service Offering(s) may also include the right to use certain additional software or tools during the Support Term for which fees for Oracle Open Source Service Offering(s) have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the Program Documentation.

2.5. If You order Oracle Linux Service Offering(s) You may use OS Management Hub service ("OS Management Hub"), an Oracle Cloud Service, with Your Oracle Linux Service Offering(s) under the terms of this section for no additional charge and subject to availability. For more information about OS Management Hub, please review the service description included in the Oracle Open Source Support Policies available at http://oracle.com/contracts. Notwithstanding anything to the contrary in this Schedule OSSS, You agree that if You choose to use OS Management Hub, Your use of this Oracle Cloud Service is governed by the terms of the Oracle Cloud Services Agreement. The Oracle Cloud Services Agreement refers to a valid, existing agreement between You and Oracle for Oracle Cloud Services (e.g., the Oracle Cloud Services Agreement or the Oracle Master Agreement and Schedule C-Cloud Services), or if no such agreement is in effect at the time of Your initial use of OS Management Hub, then it refers to the then current version of the Oracle Cloud Services Agreement available at http://oracle.com/contracts. For the purposes of using OS Management Hub with the Oracle Linux Service Offering(s), You have the right to use OS Management Hub with the Oracle Linux Service Offering(s) for Your business operations. You agree that if You use other Oracle Cloud Services for which You have not separately placed an order, You must pay for such excess Oracle Cloud Services as described in the Oracle Cloud Services Agreement and subject to Oracle's then-current payment terms.

3. ORACLE LINUX AND ORACLE VM INDEMNIFICATION

3.1. Provided You are a current subscriber to the Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s), if a third party makes a claim against You that any Covered Programs furnished by Oracle, and used by You for Your business operations infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following:

   a. Notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);
   b. Give Oracle sole control of the defense and any settlement negotiations; and
   c. Give Oracle the information, authority, and assistance it needs to defend against or settle the claim.

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

3.3. Notwithstanding the above, Oracle will not defend or indemnify You in connection with claims, damages, liabilities, costs or expenses arising out of, or caused by, or related to: (a) Your distribution of the Covered Programs; (b) Your alteration of the Covered Programs; (c) Your use of a version of the Covered Programs which has been superseded, if the infringement claim could have been avoided by using the current version of the Covered Programs; (d) Your use of the Covered Programs outside the scope of use identified in the user documentation or the Oracle Open Source Support Policies; (e) Your use of the Covered Programs when You were not a subscriber to the Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s); (f) any information, design, specification, instruction, software, data, or material not furnished by Oracle; (g) the combination of any Covered Programs with any products or services not provided by Oracle; (h) Your claim, lawsuit, or action against a third party. For avoidance of doubt, this section 3 specifically excludes, and no indemnification is provided for, the Verrazzano programs. **This section provides Your exclusive remedy for any infringement claims or damages, liabilities, costs or expenses.**

4. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

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

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

4.3. **ORACLE DOES NOT GUARANTEE THAT ANY PROGRAMS ASSOCIATED WITH THE ORACLE OPEN SOURCE SERVICE OFFERING(S) (INCLUDING BUT NOT LIMITED TO THE ORACLE LINUX, ORACLE VM OR ORACLE VERRAZZANO PROGRAMS) WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT ORACLE OPEN SOURCE**

SERVICE OFFERING(S), OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT ORACLE OPEN SOURCE SERVICE OFFERING(S) AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT ORACLE OPEN SOURCE SERVICE OFFERING(S).

5. LIMITATION OF LIABILITY FOR INFRINGEMENT CLAIMS

For purposes of this Schedule OSSS, the limitation of liability in the General Terms referenced above shall not be construed to limit Oracle's indemnification obligation or Your exclusive remedy for any infringement claims or damages, liabilities, costs or expenses under Section 3 of this Schedule OSSS.

6. GOVERNING LAW AND JURISDICTION

Notwithstanding anything to the contrary set forth in the General Terms, this Schedule OSSS is governed by the laws of California and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Schedule OSSS.

7. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Oracle Open Source Service Offering(s) to ensure Your use of the Oracle Open Source Service Offering(s) is in compliance with the terms of the applicable order and the Master Agreement. Any such audit shall not unreasonably interfere with Your normal business operations.

You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information reasonably requested by Oracle.

The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of the Nondisclosure section of the Master Agreement.

If the audit identifies non-compliance, You agree to remedy (which may include, without limitation, the payment of any fees applicable to Your use of the Oracle Open Source Service Offering(s) in excess of Your service rights) such non-compliance within 30 days of written notification of that non-compliance. If You do not remedy the non-compliance, Oracle can end (a) Oracle Open Source Service Offering(s), (b) Oracle Open Source-related Service Offering(s) and/ or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

8. ORDER LOGISTICS

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

8.2. Oracle Open Source Service Offering(s) fees are invoiced in advance of the performance of the Oracle Open Source Service Offering(s); specifically, Oracle Open Source Service Offering(s) fees are invoiced annually in advance. The period of performance for all Oracle Open Source Service Offering(s) is effective upon the effective date of Your order.

8.3. If an order for Oracle Open Source Service Offering(s) is for a Support Term that is for multiple years, You are required to pay the fees covering such multiple years in advance of the start of such Support Term.