

**ועדת המכרזים: פרוטוקול אישור התקשרות לפי תקנה 3(29) מס' שריון 100029005**

מספר שריון	רפרנט	יחידה מזמינה	משרד/יחידה
100029005	יעל צביגורן	מערכות מידע	רשות המים
	תאריך	ועדה מס'	שם ועדת מכרזים
	16/07/2014	06-14	ועדת ענ"א

**חברי ועדה נוכחים**

שם פרטי ושם משפחה	תפקיד בוועדה	שם פרטי ושם משפחה	תפקיד בוועדה
מר אברהם טנא	מ"מ יושב ראש וחבר		
עו"ד עדי זורבסקי	יועמ"ש		
גב' דפנה וינר	ס. חשב		
גב' רעיה בליי	מרכז		

**חברי ועדה שנעדרו**

שם פרטי ושם משפחה	תפקיד בוועדה	שם פרטי ושם משפחה	תפקיד בוועדה
מר עוזר פיקסלר	יושב ראש		

רשם	מר אייל זמיר
משתתפים	גב' יעל צביגורן

**פרטי ההתקשרות המבוקשת**

נושא ההתקשרות	מספר ההתקשרות
התקנה, שדרוג, תמיכה, והדרכה וייעוץ	
תאריך תחילת התקשרות	תאריך סיום התקשרות
01/07/2014	30/06/2015
שם הספק	מספר הספק (ח.פ.ח.צ.ע.מ/מספר עמותה)
אורקל ישראל בע"מ	512200502
	שווי ההתקשרות
	\$ 8,411.04 כולל מע"מ
	מס' פנייה במנו"ף*

\*שדה זה ימולא לאחר פרסום במערכת (מנו"ף)

**סוג ההתקשרות**

- רכש מכר  
 טובין  
 שירותים  
 ביצוע עבודה  
 מקרקעין

**פירוט התקשרויות קודמות**

יתרה כש"ח כולל מע"מ	תקופת ההתקשרות	שווי ההתקשרות כש"ח כולל מע"מ	נושא	הסכם	גורם מאשר ההתקשרות (ועדת המכרזים/ועדת הפטור המשרדית/ועדת הפטור)	תקנה בתקנות חובת המכרזים (תח"ם)	
	01/11/2012 31/10/2014	87,571.46 ₪	התקנה, שדרוג, תמיכה, הדרכה וייעוץ	4500699066 100021474	ועדת ענ"א	(29)3	התקשרות ראשונה – פטור ממכרז
	15/07/2014 14/07/2015	\$ 8,411.04	התקנה, שדרוג, תמיכה, הדרכה וייעוץ	100029005	ועדת ענ"א	(29)3	התקשרות מבוקשת

האם קיימות זכויות ברירה בהסכם?  כן  לא

**ועדת המכרזים: פרוטוקול אישור ההתקשרות לפי תקנה 3(29) מס' שריון 100029005**

תיאור מהות ההתקשרות (רקע ופירוט של הטובין/השירות/העבודה/מקרקעין)
<p>1. רשות המיס התקשרה עם הספק, אורקל ישראל בע"מ (להלן: "הספק"), למתן שירותי התקנה, שדרוג, תמיכה, הדרכה וייעוץ.</p> <p>2. היחידה מבקשת להתקשר בפטור ממכרז עם הספק בהתאם להצעת המחיר מיום 01/07/2014 ע"ס \$ 7,128 לא כולל מע"מ (השווים ל-8,411.04 ש"ח כולל מע"מ), המצורפת לפרוטוקול זה כמפורט להלן:</p> <p>2.1. נדרש המשך תמיכה וליוי פרונטלי במסגרת פרויקט שדרוג ה-DB לגרסה 11G.</p> <p>2.2. כיוונון ושיפור ביצועים בתפקוד המערכת בתצורת WEB.</p> <p>2.3. פתרון תקלות ושיפור ביצועים בתהליכים עסקיים קיימים (או חדשים) מבוססים מסד נתונים ומערכת ה- ngbv WEB לתלונות איטיות או תעופה.</p> <p>2.4. גיבוש אסטרטגיה שרידות של מסד נתונים.</p> <p>2.5. נדרש מתן חוות דעת וגיבוש אסטרטגיה להפרדת מסדי נתונים של מערכות המרכזיות בארגון.</p> <p>3. היחידה מבקשת לבצע ההתקשרות עם הספק כספק יחיד, וזאת הואיל והספק הוא נציג בלעדי בישראל של מוצרי אורקל העולמית כפי שעולה מהליך בחינת קיומם של ספקים שערך הרפונט בהנחיית הוועדה.</p>

האם קיים בנושא זה מכרז מכזי של החשב הכללי או גורם ממשלתי מוסמך אחר, או הסכם מחירים מירביים:

לא

כן

החלטת ועדת המכרזים

סיווג ההתקשרות

<p>הוועדה מחליטה לאשר את סיווג ההתקשרות לפי תקנה 3(29)</p>	<p><input checked="" type="checkbox"/></p>
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תנאים לאישור הבקשה (בהתאם לתקנה 9(ב) לתח"ס):

אישור פרטי ההתקשרות

הוועדה מחליטה לאשר את פרטי ההתקשרות באופן מלא, לפי בקשת היחידה.

הוועדה מחליטה לאשר את פרטי ההתקשרות בשונה מבקשת היחידה, כמפורט להלן:

דיון ונימוקים

<p>1. הוועדה עיינה בבקשה ובצירופותיה.</p> <p>2. מנימוקי הבקשה יש לאשר את ההתקשרות בפטור ממכרז מחמת ספק יחיד.</p> <p>3. עם זאת, חרף המבוקש מחליטה הוועדה, כי לאור הצהרת הרפונטית באשר משך הזמן שתספקנה שעות העבודה המבוקשות בבקשה דכאן ולאור העובדה, כי מן הראוי לאחד התקשרות זו עם ההתקשרות עם הספק למתן שירותי תחזוקה (הזמנת עבודה מס' 4500835392) ועל כן תיקבע תקופת התקשרות נושא בקשה זו עד ליום 31/12/2014, מועד תום תקופת ההתקשרות האחרת.</p>
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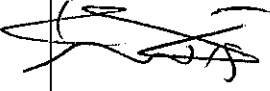
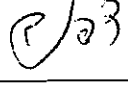
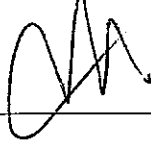
**ועדת המכרזים: פרוטוקול אישור התקשרות לפי תקנה 3(29) מס' שריון 100029005**

- 4. החלטה זו תפורסם בהתאם לתקנה 1ג(א) בתח"ם.
- 5. ההחלטה בכפוף להליך פרסום כאמור בסעיף 3א(א) לתח"ם.

תקופת ההתקשרות: מיום 16/07/2014 ועד לא יאוחר מיום 31/12/2014.  
 היקף ההתקשרות: \$ 7,128 לא כולל מע"מ (השווים ל-\$ 8,411.04 כולל מע"מ).

תקנה בתח"ם: 3(29).

חתימת חברי הוועדה

חבר נוסף	חבר נוסף	יועץ משפטי	ס. חשב	יושב ראש	
		עו"ד עדי דורבסקי	גב' דפנה ורנר	מר אברהם טנא מ"מ יו"ר	שם
		16/07/2014	16/07/2014	16/07/2014	תאריך
					חתימה

**טופס זה ימולא על ידי היחידה המזמינה, טרם הפניה אל ועדת המכרזים  
שם הטופס: חוות דעת מקצועית במסגרת כוונה להתקשר עם ספק יחיד**

אל: ועדת המכרזים

**הנדון: חוות דעת מקצועית במסגרת כוונה להתקשר עם ספק יחיד/ ספק חוץ**

רשות המים	משרד:	<input type="checkbox"/> הבקשה מסתמכת על תקנה 3(29) / <input type="checkbox"/> 3(31) (סמן את התקנה המתאימה) לתקנות חובת מכרזים ועל הוראות תכ"ם מס' 7.8.1 ו-7.8.2.
אגף מערכות מידע	יחידה מזמינה:	
01.07.2014	תאריך:	

**תיאור מהות ההתקשרות (רקע ופירוט התכונות של הטובין/השירות/העבודה)**  
 ייעוץ וליזוי מתברת אורקל בנושא התקנה של גרסת אורקל G11, תמיכה, הדרכה וייעוץ בנושא פתירת תקלות ושיפור ביצועים. שעות אלה הן המשך להתקשרות קודמת משנת 01.11.2012 ועד היום. בפועל, ההזמנה היתה מיועדת להסתיים ב- 30.10.2013 אולם, חברת אורקל נעתרה לבקשותינו לדחות ולהאריך את ההזמנה הנוכחית עד לסייום השעות בה.

האם קיים בנושא זה מכרז מרכזי של החשב הכללי או גורם ממשלתי מוסמך אחר?  לא  ק

סוג ההתקשרות: (סמן X במקום המתאים)

טובין  שירותים  ביצוע עבודה

שם הספק:	אורקל ישראל
מספר הספק (ח.פ.ח.צ.ע.מ/מספר עמותה)	512200502
ספק זה הנו:	<input checked="" type="checkbox"/> ספק יחיד <input type="checkbox"/> ספק חוץ
אומדן / שווי ההתקשרות:	29102.20 לפי \$99 שעת עבודה כפול 72 שעות עבודה (\$ לפי שער 3.46)
תקופת ההתקשרות:	01.07.2014-30.06.2015

**נימוקים כי הספק הוא ספק יחיד או כי הטובין הם טובי חוץ**

(במקרה הצורך ניתן לצרף עמודים נוספים וכל מסמך רלוונטי נוסף)  
 רצ"ב מסמך מעיד על חברת oracle ישראל כספק יחיד הנותן שירותים מקצועיים ואחריות על בסיס הנתונים oracle בישראל.

**נא להתייחס לסעיפים הבאים:**

1. האמצעים שבהם נערכו בדיקות לאיתור ספקים נוספים והכנת חוות דעת כולל פירוט מקורות מידע ופעולות שננקטו (לדוגמה חיפוש באינטרנט, התכתבות עם ספקים, פגישה או שיחה עם ספקים וכדומה).
2. ממצאי הבדיקה (אם ישנם ספקים נוספים בתחום ההתקשרות, יש לפרט את הסיבות לאי התאמתם לביצוע ההתקשרות עימם ואת הסיבות להיות הספק שלגביו נכתבה חוות הדעת ספק יחיד/ספק חוץ)
3. נימוקים והערות נוספות

1. מהיכרות שלי כ- 18 שנה בתחום הפיתוח ובסיסי הנתונים – אין בישראל חברה אחרת/נוספת או ספק אחר/נוסף שיש לו אחריות וסמכות בגין שירות ותמיכה של בסיס הנתונים oracle מחברת oracle העולמית. חיפוש באינטרנט העלה שרק חברת oracle ישראל כחברת בת של חברת oracle העולמית היא הספק היחיד בארץ למתן תמיכה ושירות בבסיס נתונים oracle.
2. בדקתי עם חברת אורקל ישראל כי אין עוד חברה/בית תוכנה המעניקים את השירותים ובעלי אחריות גם ליעוץ וגם לשירות וגם לידע בכל הנוגע לבסיס הנתונים oracle בישראל.
3. לאף ספק / חברה אחרים בישראל אין גישה למרכזי הפיתוח של חברת oracle העולמית, שממאגר זה ניתן ללמוד ולקבל ייעוץ מהמפתחים עצמם לגבי תשובות ופתרונות לבעיות שעולות.
4. לאף ספק / חברה אחרים בישראל אין גישה למאגר של כל הקריאות הפתוחות של מרכזי ההדרכה השירות והפניות של חברת oracle העולמית, שממאגר זה ניתן ללמוד ולייעץ מהתשובות והפתרונות המוצעים שם.
5. חברת oracle ויועציה פועלים ועובדים עמנו כאן ברשות המים מאז תחילתה של מערכת המידע. מהיכרותי במגזר הפרטי – אף מהלך קריטי או חשוב או חדשני הקשור לבסיס הנתונים oracle, לא נעשה ללא ייעוץ של חברת oracle ישראל.
6. לעניין זה, שדרוג בסיס הנתונים ברשות המים הוא חשוב ומהותי ולא התבצע מאז 2005 גם אם יש מי שיטען, כי הוא יכול לבצע שדרוג ולייעץ לנו, אני לא ממליצה לקחת כל סיכון, כי לא יכולה להיות לו אחריות מולנו ומול חברת oracle העולמית, אם ייגרם לנו נזק.

חוות דעתי זו ניתנת מתוקף היותי הסמכות המקצועית לנושא זה.  
 בכבוד רב,

י' ה'שנ"ב	אחראית יישומים ופיתוח	יעל צביגורן
חתימה	תפקיד בעל הסמכות המקצועית	שם בעל הסמכות המקצועית

**טופס זה ימולא על ידי היחידה המזמינה, טרם הפניה אל ועדת המכרזים. שם הטופס: אישור התקשרות בפטור לפי תקנה 3(29), 3(30), 3(31), 3(32)**

יחידה מזמינה	תאריך בקשה
אגף מערכות מידע	01.07.2014
תפקיד	שם עורך ההתקשרות
אחראית יישומים ופיתוח	יעל צביגורן
מספר הזמנה/שריון במידה ויש	לכבוד: ועדת מכרזים/ועדת ענ"א (שם הוועדה)
	ועדת מכרזים רשות המיס

**פרטי ההתקשרות המבוקשת**

מספר ההתקשרות	נושא ההתקשרות		
	ליווי שדרוג וייעוץ מחברת ORACLE		
	שוי ההתקשרות	תאריך סיום התקשרות	תאריך תחילת התקשרות
3.46 X \$99 X ש"ע 72 שער הדולר X 1.18	29102.20	2015	01.07.2014
מספר הספק (פ.ח/צ.ע.מ/מספר עמותה)	שם הספק		
512200502	אורקל ישראל		

**סוג ההתקשרות**

- רכש  מכר  
 טובין  שירותים  ביצוע עבודה  מקרקעין

**תיאור מהות ההתקשרות (רקע ופירוט של הטובין/השירות/העבודה/מקרקעין)**  
 ייעוץ ליווי מחברת אורקל בנושא התקנה של גרסת אורקל G11, תמיכה, הדרכה וייעוץ בנושא פתירת תקלות ושיפור ביצועים. שעות אלה הן המשך להתקשרות קודמת משנת 01.11.2012 ועד היום. בפועל, ההזמנה היתה מיועדת להסתיים ב- 30.10.2013 אולם, חברת אורקל נעתרה לבקשותינו לדחות ולהאריך את ההזמנה הנוכחית עד לסיום השעות בה.

**נימוקים לבקשה**

נא להתייחס בין היתר לסעיפים הבאים:

**האם קיים מכרז מרכזי של החשב הכללי או של גורם מוסמך אחר בנושא ההתקשרות**  
 אם קיים – יש לנמק מדוע מוצדק לבצע התקשרות שלא במסגרת המכרז המרכזי  
 לא.  
 אורקל העולמית היא מפתחת, מקיימת, מחזיקה ומתחזקת את בסיסי הנתונים שלה, את ההדרכות, התעודות והספרות הכרוכים בה. חברת אורקל ישראל היא הנציגה היחידה והבלעדית בארץ המוסמך לתת שירות ותמיכה לשדרוג, התקנות, הדרכות, קורסים מקצועיים והטמעה בבסיסי הנתונים על גרסאותיכם של חברת אורקל. מערכות המידע של רשות המיס מבוססות על בסיס הנתונים ORACLE.

**פרסום כוונת ההתקשרות**

האם בוצע פרסום הליך מקדים של בחינת קיומם של ספקים/מיזמים?

כן (יש לצרף טופס ספק יחיד חתום)

יש למלא את השדות הבאים:

פורסם על ידי החשב הכללי [פרסום במנו"ף מספר \_\_\_\_\_]

פורסם על ידי המשרד [פרסום במנו"ף מספר \_\_\_\_\_]

הפרסום בוצע מיום \_\_\_\_\_ עד ליום \_\_\_\_\_.

מועד אחרון להגשת השגות \_\_\_\_\_.

לא

במקרה זה ההתקשרות טעונה אישור של ועדת הפטור המשרדית, או העליונה – אם שווי ההתקשרות עולה על מליון שקלים חדשים

האם בוצע הליך בחינת קיומם של ספקים/מיזמים, יש לפרט את תוצאותיו.
<p>1. בדקתי עם חברת אורקל ישראל כי אין עוד חברה/בית תוכנה המעניקה את השירות, האחריות והתמיכה בכל הנוגע לבסיס הנתונים oracle בישראל.</p> <p>2. לאף ספק / חברה אחרים בישראל אין גישה למרכזי הפיתוח של חברת oracle העולמית, שממאגר זה ניתן ללמוד ולקבל ייעוץ מהמפתחים עצמם לגבי תשובות ופתרונות לבעיות שעולות.</p> <p>3. לאף ספק / חברה אחרים בישראל אין גישה למאגר של כל הקריאות הפתוחות של מרכזי ההדרכה השירות והפניות של חברת oracle העולמית, שממאגר זה ניתן ללמוד ולייעץ מהתשובות והפתרונות המוצעים שם.</p>

**חתימת ממלא הטופס:**

שם	יעל צביגורן
חתימה	
תפקיד	אחראית יישומים ופיתוח

• הערות יחידת המכרזים

**ORACLE**  
**ADVANCED CUSTOMER  
SERVICES**

Monday, March 31, 2014

**Subject: Sole Supplier of Oracle Support Services in Israel**

Oracle Israel Software Systems Ltd with license dealer number 512200502 is a subsidiary company of the US based Oracle Corporation, the manufacture of database technologies and other leading applications worldwide.

Oracle Israel Software Systems Ltd is certified by Oracle Corporation to provide approvals regarding being the sole supplier in the local Israeli market for Support Services.

We would like to bring to your attention that Oracle Israel Software Systems Ltd is the only company to be certified and permitted by Oracle Corporation to supply Support Services including new software version updates for Oracle supplied systems. In addition, Oracle Israel Software Systems Ltd is the only entity authorized to renew any service agreement with a customer where the service has been sold directly.

Regarding Advanced Customer Services (ACS), Oracle Israel Software Systems Ltd already has the appropriate necessary professional skill sets required to provide the service proposed. This resource is sourced from Oracle Corporation on both a local and international level. The fact that Oracle Corporation has such ability to resource such skills means the ACS proposition is unique, as any partner trying to replicate such a service would require the recruitment of hundreds of individuals with skills covering all of Oracle's technology landscape.

In addition, I would like to bring to your attention that only Oracle Support personnel have access to Oracle Product Development in order to resolve certain extreme software issues. This access is not allowed to any third party entity outside of Oracle Corporation.

Kind regards,

Rupert Jarron  
Senior Director  
ACS – UK Region  
Oracle Corporation

# Oracle ACS Sales Quotation

July 1, 2014

ORACLE Israel

25 Bazel St. Kiriati-Arie | 49002 Petach Tikva

**ORACLE**  
ADVANCED CUSTOMER  
SERVICES

<b>To:</b> <b>Water Authority – Mrs. Zvigoren Yael</b>	<b>Project Number:</b>
---	------------------------

we are pleased to provide the following quotation:

Item	Quantity	Description	Price	Delivery Date
1.	8	Consultant Days	\$7,128	TBD

We will be happy to supply any further information you may need and trust that you will call upon us to fulfil your order, which will of course receive our prompt and immediate attention.

**Quotation Terms and Conditions:**

- This quote is for budgetary purposes only
- This quote is not capable of acceptance
- This quote is subject to internal Oracle Approval
- The prices quoted do not include VAT

**ORACLE**

Tomer Shkolnik | Advanced Customer Services Sales  
Phone: +972 (0)3 9299810 | Mobile: +972 (0)50 4440386 | Fax: +972 (0)3 9299863

ORACLE Israel | 25 Bazel St. Kiriati-Arie | 49002 Petach-Tikva



## GENERAL TERMS

Oracle General Terms Reference:

IL-OMA-271251

These General Terms (these "General Terms") are between Oracle Israel Ltd. ("Oracle") and the individual or entity identified below in the signature block. 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 listed (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 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 individual or entity that has executed these General Terms.

## 2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Schedules are incorporated into the Master Agreement: **Schedule S - Services**

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 all 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 Subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

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

5.4 In the event that the 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, Oracle may end the license for, and require return of, the Program associated with that Separately Licensed Third Party Technology

and shall refund any Program license fees You may have paid to Oracle for the Program license and any unused, prepaid technical support fees You have paid to Oracle for the Program license.

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 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 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. 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. 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. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

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 written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. 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. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 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.

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

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

7.1 All fees payable to Oracle are due 60 days from the end of the month in which the invoice is issued. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Oracle's income. Also, You will reimburse Oracle for reasonable expenses related to providing Service Offerings.

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 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. 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 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. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law.

8.4 The provisions of this Section 8. shall replace and cancel the provisions of the Law of Commercial Torts, 5759-1999 concerning commercial secrets.

## 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 order shall take precedence. 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. 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 DEFICIENT PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.

## 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; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed 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.

## 13. GOVERNING LAW AND JURISDICTION

The Master Agreement is governed by the substantive and procedural laws of the State of Israel and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in Tel-Aviv - Jaffa, Israel in any dispute arising out of or relating to the Master Agreement.

## 14. NOTICE

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of these General Terms, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle Israel Ltd., 25 Bazel st. Kiriath-Arie, Petach-Tikva, 49510, Israel, Attention: General Counsel, Legal Department.

## 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 two years after the cause of action has accrued.



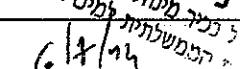
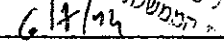
16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

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 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 *the 10<sup>th</sup> of July 2014*

Water Authority	Oracle Israel Ltd.
Signature 	Signature _____
Name 	Name _____
Title 	Title _____
Signature Date 	Signature Date _____



## Schedule S - Services

Oracle Israel Ltd. ("Oracle")  
25 Bazel st. Kiriath-Arie, Petach-Tikva, 49510,  
Israel

<b>Your Name:</b>	<b>Water Authority</b>
<b>General Terms Reference:</b>	<b>IL-OMA-271251</b>
<b>Schedule Reference:</b>	<b>Schedule S</b>

This 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 payment for 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.

**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 IN A COMMERCIALY REASONABLE MANNER, 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.**



**ADVANCED CUSTOMER SUPPORT SERVICES  
ORDERING DOCUMENT**

**Customer Name:** Water Authority  
**Customer Address:** Hamasger 14, Tel-Aviv, Israel  
**Oracle Israel Ltd.**  
25 Bazel st. Kiriatic-Arie, Petach-Tikva,  
49510, Israel

**ORACLE CONTRACT INFORMATION**

Oracle Master Agreement General Terms Reference: IL-OMA-271251  
Oracle Master Agreement Schedule: Schedule S  
Ordering Document Number: IL-ACS-OD-1-3B161C-10-Jul-2014

This ordering document incorporates by reference the terms of the Master Agreement specified above and all amendments thereto (the "Master Agreement").

**A. SERVICES**

You have ordered the Services listed below in the table and detailed in the attached exhibit(s), which are incorporated herein by reference.

All fees on this ordering document are in US Dollars.

Services	Reference	Fees*
<b>Time and Materials Services</b>	Exhibit1-TME-1408419	\$7,128.00
A. Advanced Support Engineer		
<b>Estimated Expenses</b>		<b>\$0.00</b>
<b>Fees</b>		<b>\$7,128.00</b>

\*Labor and Expenses are in accordance with the referenced exhibit(s). The fees and estimates stated in any exhibit do not include taxes.

All fees payable to Oracle are due within end of the month + 60 days from the invoice date. Invoices for Services performed under separate exhibits may be provided separately. Fees for any time and materials engagements listed above are estimated fees, as detailed in the referenced time and materials services exhibits(s).

**B. ADDITIONAL TERMS**

1. Contact Information.

Oracle ACS Services Sales Representative

Name:	Tomer Shkolnik
Address:	Oracle Israel Ltd 25 Bazel st. Kiriatic-Arie, Petach-Tikva, 49510, Israel.
Phone:	+97239299810
Email:	tomer.shkolnik@oracle.com

Your Billing/Accounts Payable Contact:

Name:	Yael Zvigoren
Address:	Water Authority, Hamasger 14, Tel-Aviv, Israel
Phone:	
Email:	yaelz@water.gov.il

2. Order of Precedence. In the event of any inconsistencies between (i) the Master Agreement and this ordering document, this ordering document shall take precedence, and (ii) this ordering document (excluding exhibits) and any attached exhibits, the exhibits shall take precedence.

3. Change Control Process. Any request for any change in Services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of Your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until You and Oracle agree in writing to the proposed change in an amendment to this ordering document and/or applicable exhibit(s).
4. Your General Obligations. You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of any Services as set forth in under this ordering document. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations:

- a. Maintain the properly configured software and hardware/operating system platform to support the Services.
- b. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
- c. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the Services.
- d. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- e. Identify a designated contact to Oracle, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts between Your teams regarding the Services hereunder.
- f. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g. a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- g. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- h. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- i. Return all Oracle property (e.g., Oracle Advanced Support Gateway, hardware, VPNs, etc.) used for the delivery of Services upon Oracle's request and in no event later than fourteen (14) days after the cessation of Services.
- j. Provide and/or support all third-party software in connection with the provision of the Services defined in the applicable exhibit(s) attached hereto.
- k. Provide complete and accurate information to Oracle regarding hardware system(s) for, or on, which Services are to be performed, including, without limitation, the serial number for the hardware system(s).
- l. Perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of Your systems or equipment that may be affected by the Services, prior to the commencement of the Services.
- m. Prior to the commencement of Services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the Services.
- n. Perform additional scope specific obligations as may be defined in the applicable exhibit(s) attached hereto.
- o. Work with Oracle to facilitate an efficient delivery of Services.

5. Data Privacy. In performing the Services, Oracle will treat the data that resides on Oracle, customer or third-party systems to which Oracle is provided access to perform Services in accordance with the Oracle Services Privacy Policy, which is available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html>. The Oracle Services Privacy Policy is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of protection specified in the Oracle Services Privacy Policy during the period for which fees for Services have been paid.
6. Delivery of Services. Unless otherwise set forth in an applicable exhibit, Oracle will determine, in its sole discretion, whether Services are provided by remote delivery resources or delivery resources on-site at Your location. If Services are provided by delivery resources on-site at Your location, such Services will be provided by local delivery resources (i.e., delivery resources local to Your location) if available, as of the effective date of this ordering document. If local delivery resources are not available then on-site Services will be provided by non-local delivery resources. In addition to the fees set forth in this ordering document, You agree to reimburse Oracle, within end of the month + 60 days of the date of an invoice(s) for same, the travel expenses related to providing on-site Services at Your location. For Services provided by delivery resources on-site at Your location, Your location will be the location specified in the applicable exhibit.

If Services are provided by remote delivery resources, Oracle may provide Services by phone, via a customer-specific web portal (if ordered), and/or via electronic communication. For Services provided by remote delivery resources, You agree that Oracle may access Your systems throughout the performance of Services using an Oracle defined standard virtual private network ("VPN"), multi-protocol label switching ("MPLS") connection, or Oracle Web Conference ("OWC"). If necessary to perform Services under this ordering document, Oracle will provide You with a single pre-configured VPN or MPLS device. You are responsible for the installation of the VPN or the MPLS device on Your internet network, in accordance with Oracle's specifications, to create a network connection between Oracle and the customer site(s) as specified in the applicable exhibit(s).

You are responsible for ensuring that Your network and systems comply with specifications that Oracle provides and that all components of Your Oracle software environment are accessible through the VPN, MPLS, or OWC.

Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection.

Except for those Services identified in an applicable exhibit as Services to be provided twenty four (24) hours a day, seven (7) days a week ("24x7"), Services are delivered during local business days and hours, excluding local public holidays, in the time zone of the location specified in the applicable exhibit. Services are not available during non-business hours unless otherwise specified in the exhibit. Services designated "24x7" may be delivered at any time of day, seven days a week, including local public holidays.

This quote is valid through the 31<sup>st</sup> of August 2014 and shall become binding upon execution by You and acceptance by Oracle.

**Water Authority**

**Oracle Israel Ltd.**

Authorized Signature: 

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

ניר שקד  
"מנכ"ל בכיר מנהל ומשאבי אנוש"  
התחשלותית למסלול  
התחשלותית למסלול

Ordering Document Effective Date: 10<sup>th</sup> of July 2014

ADVANCED CUSTOMER SUPPORT SERVICES  
TIME AND MATERIALS EXHIBIT

ORACLE CONTRACT INFORMATION

Customer Name: Water Authority  
Ordering Document Number: IL-ACS-OD-1-3B161C-10-Jul-2014  
Exhibit Number: Exhibit1-TME-1408419

This exhibit incorporates by reference the terms of the ordering document specified above.

Upon execution of the ordering document, Oracle will make available to You the Advanced Customer Support Services specified in section A below. You must notify Oracle in writing if and when You require performance of the Services. If You prepay for the Services then (i) the fee for the Services will be deducted from the credit and any unused credits will be forfeited as of the End Date (defined below) and (ii) Oracle's obligation to make the Services available shall end on the End Date. If You do not prepay, Oracle will invoice You for the Services as the Services are performed.

**A. Description of Services.**

1. Advanced Support Engineer.

Advanced Technical Guidance and Assistance. Oracle will assist You in performing activities associated with the installation, setup, configuration, and utilization of Your Oracle products. Specific Services may include assistance with one or more of the following activities:

1. Installation and configuration;
2. Patching;
3. Technology and software lifecycle guidance;
4. Functionality guidance;
5. Research issues and provide recommendations;
6. Oracle product clustering and Real Application Clusters ("RAC") advice and guidance;
7. Database and system partitioning; and
8. Emergency technical advice and guidance for system outages.

**B. Your Specific Project Obligations and Project Assumptions.**

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of any Services as set forth in the ordering document or this exhibit. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

For Services provided by remote delivery resources as described in section B.6 of the ordering document, You agree that Oracle may access Your systems at Your Tsalach Al Din 29, Jerusalem, 91010, Israel site.

For Services provided by resources on-site as described in section B.6 of the ordering document, Oracle will perform such Services at Your Tsalach Al Din 29, Jerusalem, 91010, Israel location.

**C. Rates.**

The Services specified above are provided on a time and materials ("T&M") basis; that is, except as otherwise set forth in section D below, You shall pay Oracle for all of the time spent performing such Services, plus materials, taxes and expenses.

For a period of **twelve (12) months** from the effective date of the ordering document, the Services described above will be provided at the rates set forth in the table below corresponding to (i) the day/time period ("Work Shift") when Services are performed and (ii) the scheduling of such Services ("Work Period").

1. **Work Shift.** Oracle may deliver Services during the following work shifts:
  - a. "Standard Business Hours." Hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location specified in section B of this exhibit.
  - b. "Extended Business Hours." Hours between 5:01 pm and 8:00 am in the time zone of Your site and/or location specified in section B of this exhibit.
  - c. "Weekend." Hours beginning on Saturday 8:01 am in the time zone of Your site and/or location specified in section B of this exhibit and ending on Monday at 7:59 am.
  - d. "Holiday." Hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location specified in section B of this exhibit.
  
2. **Work Period.** Oracle may deliver Services during the following work periods:
  - a. "Standard Delivery." Services You have requested that Oracle commence no sooner than seventy two (72) hours after Oracle receives Your written request. Standard Delivery rates shall apply from the initiation of such Services and shall remain in effect for the duration of such Services. In addition, You shall pay the applicable rate for the corresponding work shift in which the Services are performed.
  - b. "Urgent Delivery." Services You have requested that Oracle commence within seventy two (72) hours of Oracle's receipt of Your written request. Urgent Delivery rates shall apply from the initiation of such Services and shall remain in effect for the duration of such Services. In addition, You shall pay the applicable rate for the corresponding work shift in which the Services are performed.

Resource Level	Work Period	Work Shift		
		Standard Business Hours Daily Rate*	Extended Business Hours Daily Rate*	Weekend & Holiday Daily Rate*
• Advanced Support Engineer	Standard Delivery	\$891.00	\$1,113.75	\$1,336.50
	Urgent Delivery	\$1,615.38	\$2,019.23	\$2,423.07

\* The daily rates set forth above assume an eight (8) hour day. However, You will be invoiced in accordance with this section C and except as otherwise set forth in section D below, shall pay Oracle for all of the time each Oracle resource spends performing Services, which, in any given day, may be more or less than eight (8) hours per day, per resource.

**D. Payments, Fees and Expenses.**

Upon Your execution, and Oracle's acceptance of the ordering document, You agree to pay a fee of **Seven Thousand One Hundred and Twenty Eight US Dollars (\$7,128.00)** for the Services that Oracle makes available to You under this exhibit. The fee will be invoiced in advance of the Services being provided. The fee does not include expenses or any applicable taxes. Expenses will be invoiced monthly as they are incurred. Expenses are estimated to be, in the aggregate, an additional **Zero US Dollars (\$0.00)**. All

amounts payable to Oracle are due within end of the month + 60 days of the invoice date. All fees due under this exhibit are non-cancelable and the sums paid nonrefundable.

Upon payment of the fee, You will receive a credit in the amount of the fee ("credit"). Such credit may be used only to acquire the Services described in this exhibit at the rates set forth above, and may not be applied toward expenses or taxes. The credit will expire on the earlier of (i) the date there is no remaining credit to be applied to the fee or (ii) *the 9<sup>th</sup> of July 2015* (the "End Date"). Any unused portion of the credit will be automatically forfeited by You on the End Date. Notwithstanding any provision or interpretation of this exhibit to the contrary, Oracle will have no further obligation to continue to perform Services under this exhibit after the End Date, and You shall not be entitled to any refund, or any credit toward additional or other Services, for any unused portion of the credit.

**E. Project Management.**

You shall designate a project manager who shall be solely responsible for (i) project management associated with this exhibit and (ii) direction of Services provided to You by Oracle under this exhibit. Oracle shall provide Services under this exhibit only under the direction of such project manager, who shall make all decisions in connection with anything relating to project management and direction under this exhibit.

During the provision of Services under this exhibit, Oracle shall report the status of Services to Your project manager once a month, including a summary of labor hours performed toward the credit identified in section D of this exhibit.