

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:

Chapter 11 Cases

DELPHI BEHAVIORAL HEALTH
GROUP, LLC, *et al.*,¹

Case No. 23-10945-PDR

(Jointly Administered)

Debtors.

**DEBTORS' EXPEDITED AGREED MOTION FOR AUTHORIZATION
TO ASSUME THE PREPETITION EXECUTORY CONTRACT BETWEEN
DELPHI BEHAVIORAL HEALTH GROUP, LLC AND ORACLE AMERICA, INC.**

(Expedited Hearing Requested)

**(The Debtors respectfully request an expedited hearing
on this Motion on May 15, 2023, at 10:00 a.m., which is the date and time
that the Court has scheduled another hearing in these Chapter 11 Cases)**

The above-captioned, affiliated, debtors and debtors-in-possession (collectively, the “Debtors”), pursuant to 11 U.S.C. § 365(a), by and through undersigned counsel, file this agreed motion (the “Motion”) seeking the entry of an order, substantially in the form attached hereto as **Exhibit “A”**, approving the Debtors’ assumption of that certain prepetition Current Oracle

¹ The address of the Debtors is 1901 West Cypress Creek Road, Suite 500, Fort Lauderdale, FL 33309. The last four digits of the Debtors’ federal tax identification numbers are: (i) Delphi Behavioral Health Group, LLC (2076), (ii) 61 Brown Street Holdings, LLC (0007), (iii) Aloft Recovery LLC (6674), (iv) Banyan Recovery Institute, LLC (6998), (v) Breakthrough Living Recovery Community, LLC (5966), (vi) California Addiction Treatment Center LLC (7655), (vii) California Vistas Addiction Treatment LLC (8272), (viii) DBHG Holding Company, LLC (6574), (ix) Defining Moment Recovery Community, LLC (3532), (x) Delphi Health BuyerCo, LLC (2325), (xi) Delphi Health Group, LLC (0570), (xii) Delphi Intermediate HealthCo, LLC (6378), (xiii) Delphi Management LLC (6474), (xiv) Desert View Recovery Community, LLC (7437), (xv) DR Parent, LLC (2700), (xvi) DR Sub, LLC (8183), (xvii) Las Olas Recovery LLC (9082), (xviii) Maryland House Detox, LLC (1626), (xix) New Perspectives, LLC (0508), (xx) Next Step Housing LLC (6975), (xxi) Ocean Breeze Detox, LLC (7019), (xxii) Ocean Breeze Recovery, LLC (9621), (xxiii) Onward Living Recovery Community, LLC (4735), (xxiv) Palm Beach Recovery, LLC (4459), (xxv) Peak Health NJ, LLC (7286), (xxvi) QBR Diagnostics, LLC (7835), (xxvii) Rogers Learning, LLC (1699), (xxviii) SBH Haverhill, LLC (0971), (xxix) SBH Union IOP LLC (4139), (xxx) Summit at Florham Park, LLC (8226), (xxxi) Summit Behavioral Health Limited Liability Company (3337), (xxxii) Summit Health BuyerCo, LLC (2762), (xxxiii) Summit IOP Limited (4567), and (xxxiv) Union Fresh Start LLC (6841).

Agreement (defined herein) and to authorize the Liquidating Trustee² to be able to utilize the Current Oracle Agreement after the effective date of the Plan (defined herein) upon the same terms as utilized by the Debtors. In support of this Motion, the Debtors respectfully represent the following:

Procedural Background

1. On February 6, 2023 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the Bankruptcy Code (the “Chapter 11 Cases”).

2. The Debtors are operating their business and managing their affairs as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. On February 27, 2023, the Office of the United States Trustee (the “U.S. Trustee”) entered on the docket of the Chapter 11 Cases a notice that, until further notice, the U.S. Trustee would not appoint an official committee of unsecured creditors [ECF No. 164]. No official committee of unsecured creditors has been appointed.

4. For a detailed description of the Debtors, the circumstances leading to the commencement of these bankruptcy cases and information regarding the Debtors’ businesses and capital structure, the Debtors respectfully refer the Court and parties-in-interest to the *Declaration of Edward A. Phillips in Support of Chapter 11 Petitions and First Day Filings* [ECF No. 9] (the “First Day Declaration”) which is incorporated herein by reference.

5. On March 29, 2023, the Court entered the *Order Granting Debtors’ Motion for Entry of an Order (I) Approving Stalking Horse Bid Agreement and Authorizing the Sale of Certain Assets of the Debtors Outside the Ordinary Course of Business, (II) Authorizing the Sale of Assets*

² Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in, as applicable, the Plan or the Disclosure Statement (defined herein).

Free and Clear of All Claims and Encumbrances Except for Permitted Liens and Assumed Liabilities, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief [ECF No. 305] (the “Sale Order”).

6. The Sale Order authorized the sale of the Debtors’ assets related to the Debtors’ three remaining inpatient or outpatient, substance use disorder treatment facilities which the Debtors operate in Massachusetts and New Jersey (as defined in the Sale Order, the “Sale”).

7. The Court has scheduled a hearing on May 15, 2023 (the “Confirmation Hearing”), to consider confirming the Debtors’ proposed *Debtors’ Amended Joint Plan of Liquidation*, dated March 29, 2023 [ECF No. 313] (as may be amended or modified, including, but not limited to all exhibits thereto, collectively, the “Plan”).

8. If the Court confirms the Plan at the Confirmation Hearing, and after the Plan goes effective, a Liquidating Trust will be established which will be overseen by a Liquidating Trustee.

9. The Debtors now expect that the Sale closing will take place after the date of the Confirmation Hearing.

10. After the Sale closing, the Debtors will no longer be running any rehabilitation facilities or have any other business operations, except with respect to handling transition issues associated with the Sale and the liquidation of the Debtors’ estates.

11. Upon the effective date of the Plan, all of the Debtors remaining assets (e.g., books and records and litigation claims, etc.) will be automatically transferred from the Debtors’ estates to the Liquidating Trust.

12. Among other things, the Liquidating Trustee will require access to the Debtors’ books and records in order to fulfill his fiduciary obligations.

The Current Oracle Agreement

13. On or about June 13, 2017, Delphi Behavioral Health Group, LLC (“Delphi”) entered into an agreement (the “Original Oracle Agreement”) with Oracle America, Inc. (“Oracle”). A true and correct copy of the Original Oracle Agreement is attached hereto as **Exhibit “B”**.

14. The term of the Original Oracle Agreement was 60 months.

15. Pursuant to the Original Oracle Agreement, the Debtors were granted a subscription by Oracle to access a suite of cloud-based, NetSuite software (detailed in the Original Oracle Agreement) which the Debtors use with respect to, among other things, maintaining their books and records.

16. On or about June 22, 2022, the Debtors entered into the current agreement with Oracle (the “Current Oracle Agreement”). A true and correct copy of the Current Oracle Agreement is attached hereto as **Exhibit “C”**.

17. The terms of the Current Oracle Agreement also include the (i) *Subscription Services Agreement* attached to the Original Oracle Agreement (the “Subscription Services Agreement”) and (ii) a certain *Oracle Cloud Services Agreement* referenced therein (the “Oracle CSA”). A true and correct copy of the Oracle CSA is attached hereto as **Exhibit “D”**.

18. The term of the Current Oracle Agreement is 12 months, and it will expire by its own terms on July 19, 2023 (the “Expiration Date”).

19. There is no automatic renewal of the Current Oracle Agreement.

20. The annual subscription payment due from the Debtors to Oracle under the Current Oracle Agreement is \$75,570, paid in advance in quarterly installments.

21. On or about April 18, 2023, the Debtors paid the last remaining quarterly installment payment due under the Current Oracle Agreement in the amount of \$18,892.50.

22. As such, all amounts due by the Debtors under the Current Oracle Agreement are paid in full through the Expiration Date. There are no defaults by the Debtors under the Current Oracle Agreement.

23. Upon the date immediately after the Expiration Date (i.e., July 20, 2023), and unless the Current Oracle Agreement with Oracle is renewed in some manner or replaced with a new agreement, Oracle will (i) lock the Debtors' access to the NetSuite software (i.e., the Debtors will not have any access to their books and records) and (ii) purge the cloud-based data (i.e., the Debtors' cloud-based books and records will be purged).

Jurisdiction and Venue

24. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of the Chapter 11 Cases and this Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution.

25. The statutory predicates for the relief requested herein are sections 105 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), and rules 6006, 9006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

The Court Should Grant the Requested Relief

26. Section 365(a) of the Bankruptcy Code allows a debtor, subject to the bankruptcy court's approval, to assume or reject any prepetition executory contract or unexpired lease. 11 U.S.C. § 365(a). A trustee's or debtor-in-possession's decision to assume or reject executory

contracts or unexpired leases is subject to the business judgment test. *In re Gardinier, Inc.*, 831 F.2d 974, 976 n.2 (11th Cir. 1987); *In re Chira*, 367 B.R. 888, 898 (S.D. Fla. 2007), *aff'd*, 567 F.3d 1307 (11th Cir. 2009); *In re Prime Motors, Inc.*, 124 B.R. 378, 381 (Bankr. S.D. Fla 1991). The sole inquiry is whether assumption or rejection will benefit the debtor's estate. *Id.*

27. In applying the business judgment standard, courts show great deference to a trustee or debtor-in-possession's decision to assume or reject executory contracts. *See, e.g., In re Colony Beach & Tennis Club Ass'n, Inc.*, No. 8:09-cv-535-T-332010, WL 746708, at *3 (M.D. Fla. Mar. 2, 2010) ("the bankruptcy court may not substitute its judgment for that of a debtor unless the debtor's decision that 'rejection will be advantageous is so manifestly unreasonable that it could not be based on sound business judgment, but only on bad faith, whim, or caprice.") (quoting *In re Surfside Resort and Suites, Inc.*, 325 B.R. 465, 469 (Bankr. M.D. Fla. 2005) (internal quotations and citations omitted); *Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (absent extraordinary circumstances, court approval of the trustee or debtor-in-possession's decision to assume or reject an executory contract "should be granted as a matter of course"). As long as the decision to assume or reject is a reasonable exercise of business judgment, courts should approve the assumption of an executory contract or unexpired lease. *See id.*; *see also, e.g., NLRB v. Bildisco and Bildisco*, 465 U.S. 513, 523 (1984).

28. In the exercise of their business judgment, the Debtors seek the Court's approval of the decision to assume the Current Oracle Agreement. First, the Current Oracle Agreement is executory, as the parties' obligations thereunder are ongoing, and the failure to perform by either party would constitute a material breach of contract excusing the other's performance.

29. Second, it is plainly in the Debtors' best interests for the Court to approve the Debtors' assumption of the Current Oracle Agreement as a sound exercise of the Debtors' business

judgment. Among other things, the Debtors use the subscription granted to them by Oracle under the Current Oracle Agreement to access a cloud-based suite of NetSuite software which the Debtors use with respect to, among other things, maintaining their books and records. Even after the Debtors no longer have any active business operations after the Sale closing, the Debtors will still need to continue to have access to their books and records for many different reasons (e.g., preparing the monthly operating reports). Significantly, after the effective date of the Plan, the Liquidating Trustee will also need access to the Debtors books and records in order to fulfill his or her fiduciary obligations. As such, the assumption of the Current Oracle Agreement at this time will help to provide a smooth, and uninterrupted transition, from the Debtors to the Liquidating Trustee with respect to access to the Debtors' books and records. In addition, the Debtors' assumption of the Current Oracle Agreement is designed to provide the Liquidating Trustee sufficient time after the effective date of the Plan to negotiate a new NetSuite arrangement with Oracle without interrupting the Liquidating Trustee's access to such books and records. Finally, the Debtors are in full compliance with their obligations under the Current Oracle Agreement and the Debtors do not owe Oracle any additional amounts thereunder through the Expiration Date. Accordingly, the Debtors submit the Court should grant the relief requested in this Motion as a sound exercise of the Debtors' business judgment.

30. This Motion is agreed-to because Oracle, through its counsel, agrees to the relief requested herein.

WHEREFORE, the Debtors respectfully request entry of an Order, substantially in the form attached hereto as **Exhibit "A"**, (i) granting this Motion, (ii) authorizing the assumption of

the Current Oracle Agreement, and (iii) granting such other and further relief as the Court deems just and proper.

Dated: May 11, 2023

BERGER SINGERMANN LLP

Counsel for the Debtors and

Debtors-in-Possession

1450 Brickell Avenue, Suite 1900

Miami, Florida 33131

Telephone: (305) 755-9500

Facsimile: (305) 714-4340

By: /s/ Christopher Andrew Jarvinen

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Florida Bar No. 021745

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EXHIBIT “A”

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:

Chapter 11 Cases

DELPHI BEHAVIORAL HEALTH
GROUP, LLC, *et al.*,¹

Case No. 23-10945-PDR

(Jointly Administered)

Debtors.

**ORDER GRANTING
DEBTORS' EXPEDITED AGREED MOTION FOR AUTHORIZATION
TO ASSUME PREPETITION EXECUTORY CONTRACT BETWEEN
DELPHI BEHAVIORAL HEALTH GROUP, LLC AND ORACLE AMERICA, INC.**

¹ The address of the Debtors is 1901 West Cypress Creek Road, Suite 500, Fort Lauderdale, FL 33309. The last four digits of the Debtors' federal tax identification numbers are: (i) Delphi Behavioral Health Group, LLC (2076), (ii) 61 Brown Street Holdings, LLC (0007), (iii) Aloft Recovery LLC (6674), (iv) Banyan Recovery Institute, LLC (6998), (v) Breakthrough Living Recovery Community, LLC (5966), (vi) California Addiction Treatment Center LLC (7655), (vii) California Vistas Addiction Treatment LLC (8272), (viii) DBHG Holding Company, LLC (6574), (ix) Defining Moment Recovery Community, LLC (3532), (x) Delphi Health BuyerCo, LLC (2325), (xi) Delphi Health Group, LLC (0570), (xii) Delphi Intermediate HealthCo, LLC (6378), (xiii) Delphi Management LLC (6474), (xiv) Desert View Recovery Community, LLC (7437), (xv) DR Parent, LLC (2700), (xvi) DR Sub, LLC (8183), (xvii) Las Olas Recovery LLC (9082), (xviii) Maryland House Detox, LLC (1626), (xix) New Perspectives, LLC (0508), (xx) Next Step Housing LLC (6975), (xxi) Ocean Breeze Detox, LLC (7019), (xxii) Ocean Breeze Recovery, LLC (9621), (xxiii) Onward Living Recovery Community, LLC (4735), (xxiv) Palm Beach Recovery, LLC (4459), (xxv) Peak Health NJ, LLC (7286), (xxvi) QBR Diagnostics, LLC (7835), (xxvii) Rogers Learning, LLC (1699), (xxviii) SBH Haverhill, LLC (0971), (xxix) SBH Union IOP LLC (4139), (xxx) Summit at Florham Park, LLC (8226), (xxxi) Summit Behavioral Health Limited Liability Company (3337), (xxxii) Summit Health BuyerCo, LLC (2762), (xxxiii) Summit IOP Limited (4567), and (xxxiv) Union Fresh Start LLC (6841).

THIS MATTER having come before the Court for a hearing on May __, 2023 at __.m in Fort Lauderdale, Florida upon the *Debtors' Expedited Agreed Motion for Authorization to Assume the Prepetition Executory Contract Between Delphi Behavioral Health Group, LLC and Oracle America, Inc.* [ECF No. ____] (the "Motion"), filed by above-captioned, affiliated, debtors and debtors-in-possession (collectively, the "Debtors"). The Motion seeks authority for the Debtors to assume the Current Oracle Agreement² and to authorize the Liquidating Trustee to be able to utilize the Current Oracle Agreement after the effective date of the Plan. The Court finds that: (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), and that this Court may enter a final order consistent with Article III of the Constitution; (iii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (iv) the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; (v) notice of the Motion and the hearing were appropriate under the circumstances and no other notice need be provided; and (vi) upon review of the record before the Court, including the legal and factual bases set forth in the Motion and the statements made by counsel at the hearing, all of which are incorporated herein good and sufficient cause exists to grant the relief requested. Accordingly, it is

ORDERED as follows:

1. The Motion is **GRANTED**.
2. The assumption of the Current Oracle Agreement is **APPROVED**.
3. On and after the Effective Date of the Plan, the Liquidating Trust and the Liquidating Trustee, on behalf of the Debtors, are authorized to utilize the services and/or products provided by the Current Oracle Agreement on the same terms as currently utilized thereunder by

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

the Debtors. Subject to the first sentence of this paragraph, (i) on the one hand, the Debtors, and on the other hand, the Liquidating Trust and the Liquidating Trustee, shall not have the right of simultaneous access to the services and/or products provided under the Current Oracle Agreement, and (ii) on and after the Effective Date of the Plan, all rights of access of the Debtors to the services and/or products provided under the Current Oracle Agreement will be automatically transferred to the Liquidating Trust and the Liquidating Trustee.

4. The Court reserves jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

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Submitted by:

Christopher Andrew Jarvinen, Esq.
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Miami, FL 33131
Telephone: (305) 755-9500
Facsimile: (305) 714-4340
cjarvinen@bergersingerman.com

(Attorney Jarvinen is directed to serve this order upon all non-registered users who have yet to appear electronically in this case and file a conforming certificate of service.)

EXHIBIT “B”

Original Oracle Agreement



Estimate

Page 1 of 3

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065
800 762 5524
www.netsuite.com

Date 6/13/2017
Estimate # 448487
Acct. No. 4814168
Estimate Expiration Date 7/21/2017
Sales Rep Haddad, John C
Partner 638527 NXTurn, LLC
Superseding Estimate No
Currency USD
Subscription Services Start Date
Subscription Service Billing Terms Quarterly - Net 30
Professional Service Billing Terms N/A

Bill To

Delphi Behavioral Health Group
1901 W Cypress Creek Blvd, 6th Fl...
Ft Lauderdale FL 33309
United States

Item	Qty	Description	Term Mos.	Amount
NetSuite Financials Mid Market Edition	1	NetSuite Financials Mid Market Edition includes ** ERP with G/L, Accounts Payable, Purchasing, Inventory, Order Entry, A/R, Expense Reporting, Advanced Shipping with integrated UPS or FedEx shipping depending on your location ** Productivity tools including contacts/calendar/events ** Real-time Dashboards with key business metrics, report snapshots ** Customer Center and Partner Center logins ** 5 Employee Self-Service Users ** 30,000 integrated bulk mail merges per month ** 10 GB File Cabinet and 10 GB Data storage per account ** Does not include CRM or Ecommerce functionality	60	59,940.00
Advanced Financials Module - Mid Market Edition	1	Advanced Financials: ** Advanced Budgeting ** Expense Allocations ** Amortization Schedules ** Advanced Billing Schedules ** Milestone Billing (when used with Project Management) ** Statistical Accounting ** Dynamic Allocation	60	35,940.00
OneWorld Module - Mid Market Edition	1	NetSuite OneWorld includes ** 3 Subsidiary companies ** Multi- company / Multi-org support in single NetSuite Account ** Segregated ERP and G/L for each Subsidiary ** Global CRM and Sales Support ** Multiple transaction and consolidation currencies ** Local functional currency reporting for each Subsidiary ** Real-time consolidated financial reporting for multiple currencies ** Multi-country regulatory tax and reporting support Customer understands and agrees that once NetSuite OneWorld has been provisioned to the NetSuite Service, the NetSuite Service and Customer Data cannot be switched back to a non OneWorld state.	60	119,940.00
Additional OneWorld Operating Subsidiary - Mid Market	11	Additional Subsidiary for NetSuite One World accounts ** Multiple Currency Subsidiary Management & Consolidation.	60	329,340.00
NetSuite General Access User	18	General access user for NetSuite.	60	106,920.00
Employee Self-Service 5 Pack for NetSuite	5	Employee Self-Service + Intranet 5 User Pack for NetSuite	60	29,700.00
NetSuite User - Solution Provider Access	1	User access for NetSuite Solution Provider. ** Limit one user per account. ** Solution Provider must be identified by email address	60	2,940.00



Estimate

Page 2 of 3

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065
800 762 5524
www.netsuite.com

Date
Estimate #
Acct. No.

6/13/2017
448487
4814168

Item	Qty	Description	Term Mos.	Amount
NetSuite Self-Service Support	1	SP User email address: diana@nxturn.com NetSuite Self-Service Support allows you to take advantage of NetSuite's online tools 24 hours a day / 7 days a week. Access to Customer Support Representatives not included.	60	0.00
Subtotal				684,720.00
Discount		Discount		-431,373.60
Subtotal				253,346.40
<p>The Items included in this Estimate are based on our understanding of your business application requirements. While you may have seen some of these features or discussed them with a NetSuite representative, the items below are NOT INCLUDED in this estimate. Should you have any questions about the items not included, please contact your NetSuite representative before returning the signed Estimate.</p> <p>Advanced Inventory Module- including Bar Coding and Item Labels, Bin Management, Landed Cost, Lot Tracking, Matrix Items, Pick, Pack and Ship, Serialized Inventory</p> <p>Advanced Procurement Module - including source-to-pay, procurement spend, requisition consolidation, negotiated pricing on purchases and blanket Purchase Orders</p> <p>Project Management Module - including Automatic Job Creation, Advanced Job Tracking</p> <p>Incentive Management Module - including Alternate Sales Amount, Employee Commissions, Partner Commissions/Royalties</p> <p>Work Orders and Assemblies Module - including Assemblies and Work Orders</p> <p>SuiteAnalytics Connect Module - including access and query of NetSuite data using SQL through the following mainstream database standards: ODBC, JDBC and ADO.NET.</p> <p>Revenue Recognition Module - including Revenue Recognition, Forecast Revenue, VSOE</p> <p>SuiteCommerce Site Builder Module - including Advanced Site Customization, Advanced Web Search, External Catalog Site (WSDK), Web Hosting, Advanced Site Reports</p> <p>SuiteCommerce Premium Customer Center - including customizable dashboards of balances, deposits, credit limits, memo and terms, Statement printing and Transaction history visibility</p> <p>Demand Planning Module - including Demand projection of items, Inventory Planning, Automatic generation of purchase orders and/or work orders based on historical or forecasted demand. Work orders requires an additional module, Advanced Inventory module is required</p> <p>Fixed Asset Module - including Acquire, Depreciate, Dispose and Revalue assets, Depreciation Management, Asset Process</p>				



Estimate

Page 3 of 3

Oracle America, Inc.
500 Oracle Parkway
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800 762 5524
www.netsuite.com

Date
Estimate #
Acct. No.

6/13/2017
448487
4814168

Item	Qty	Description	Term Mos.	Amount
		<p>Accounting Automation, Real Time Asset Reporting</p> <p>Contract Renewals Module - including Automated Contract Renewals, Multiple Contract Support, Upsell / Downsell Management, Sales through multiple channels, Uplift Management</p> <p>Advanced Software Module - including Self-Service Issue Tracking for Customers, Electronic File/Software Distribution for NetSuite</p> <p>Manufacturing WIP and Routings Module - including Define work centers, Track labor, machine, and material cost accumulated in work in process</p> <p>Sandbox - including Isolated environment, changes shielded from live production account</p> <p>Grid Order Management Module including - helps simplify the entry and management of multi-attribute SKUs</p> <p>Resource Allocation Module - including Allocate resources to projects with defined start/end dates, durations and allocation types, view and manage resource allocation, and monitor associated utilization rates</p> <p>Job Costing Module - including Calculate costs for labor based on tracked time, and account for these costs in your general ledger. Create project specific budgets for expenses and labor</p>		

Total \$253,346.40

** Oracle does not accept credit card payments for invoices of more than \$20,000.

Upon your execution, this document is a binding order for the products and services set forth herein.

I AGREE TO THE FEES AND TERMS OF THIS ESTIMATE.

Michael Borkowski

Signature
B6302FDDF7854F1...

20 July 2017 | 13:24 PDT

Print Name

Date

Except as set forth above, the terms and conditions of the applicable agreement between you and Oracle (including any updated URL Terms or other applicable web based terms in effect as of the date of this document) shall apply to the products and/or services set forth on this document. This document is non-cancellable and all fees are non-refundable, unless otherwise explicitly stated in this document or in the Agreement. For clarity, the Service Start Date shall be the date this document is signed by you, unless a different date is specified as the Service Start Date.

Oracle relies on the accuracy of the billing information listed above, and is unable to issue a Credit Memo or resubmit an invoice due to incorrect billing information listed. Please ensure your company name, addresses and contacts included on this estimate are correct.

Oracle's Data Processing Agreement covering the NetSuite services, which may be found at <http://www.netsuite.com/portal/resource/terms-of-service.shtml> (the "Data Processing Agreement"), is incorporated herein by this reference and describes how Oracle will process Personal Data (as defined therein) that Customer provides to Oracle as part of Oracle's provision of the NetSuite services to Customer under this Estimate/Order Form, unless otherwise stated in the Data Processing Agreement or this Estimate/Order Form. Customer's signature on this Estimate/Order Form constitutes Customer's agreement to the Data Processing Agreement, unless stated otherwise in the Subscription Services Agreement or License Agreement that governs this Estimate/Order Form.

Subscription Services Agreement

This Subscription Services Agreement ("Agreement") is entered into as of the date of the last party to sign below ("Effective Date") between Oracle America, Inc., a Delaware corporation, with its principal place of business located at 500 Oracle Parkway, Redwood Shores, California 94065 ("Oracle"), and Delphi Behavioral Health Group, with its principal place of business located at 1901 W Cypress Creek Blvd, 6th Floor Ft. Lauderdale FL 33309 ("Customer"). Capitalized terms not defined elsewhere in this Agreement shall have the meaning given to them in the Terms of Service. Oracle and Customer hereby agree as follows:

1. Subscription Service. Subject to the terms and conditions of this Agreement and during the Term, Oracle shall make the Service available to Customer to be used by Customer's and its Affiliates' Users solely for the internal business operations of Customer or such Affiliate (as the case may be). The terms of this Agreement shall also apply to updates, and upgrades subsequently provided by Oracle to Customer for the Service. Oracle shall host the Service and may update the functionality, user interface, usability and other user documentation, training and educational information of, and relating to the Service from time to time in its sole discretion and in accordance with this Agreement as part of its ongoing mission to improve the Service and customers' use of the Service.

2. Estimates/Order Forms. The Service shall be ordered by Customer or its Affiliates pursuant to Estimates/Order Forms. Each Estimate/Order Form shall include at a minimum a listing of the Service and any Support Services and/or Professional Services being ordered and the associated fees. Except as otherwise provided on the Estimate/Order Form or this Agreement, each Estimate/Order Form is non-cancellable and shall be subject to the terms and conditions of this Agreement. For any order by Customer's Affiliate, the term "Customer" shall refer to Customer and such Affiliate(s).

3. Restrictions. The restrictions shall be as set forth in Section 2.3 of the Terms of Service.

4. Term, Fee, Payment & Taxes.

4.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue for the length of time referenced in all Estimate/Order Forms for the Professional Services and Service(s) (the "Term"). The initial subscription term of the Service procured by Customer shall continue for the term specified in the applicable Estimate/Order Form. Thereafter, this Agreement shall be renewed and the subscription term of the applicable Service shall be renewed as set forth in subsequent Estimate/Order Forms (each successive renewal term, a "Renewal Term"). Oracle shall provide Customer with a general renewal reminder and a renewal Estimate/Order Form in advance of the end of the then-current term. If Customer has not signed and delivered the Estimate/Order Form to Oracle regarding an upcoming Renewal Term prior to the expiration of the then current term, then the subscription term for the applicable Service and Users shall be automatically renewed for successive Renewal Terms of one (1) year each, unless either party provides written notice of non-renewal to the other at least thirty (30) days before such expiration.

4.2. Fees and Payment. All fees payable are due within 30 days from the invoice date unless otherwise specified in Customer Estimate/Order. All fees are non-refundable, except as otherwise explicitly stated in the applicable Estimate/Order Form or this Agreement.

4.3. The fees and the term of use for additional Users and other items procured during an existing subscription term will co-terminate with and be prorated through the end date of the subscription term for the applicable Service. Pricing for subsequent renewal Estimate/Order Forms shall be set at then current Oracle pricing, unless otherwise agreed to by the parties. If the fees for a feature or functionality of the Service are based on usage of the Service, then Oracle may access and use Customer Data as reasonably necessary to determine the fees for the applicable feature or functionality.

4.4. Taxes. Oracle fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Oracle's net income. If Oracle has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Oracle with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.5. Email and Notices. Except for Legal Notices set forth in Section 4.5.1 below, Customer's email address for communication and notice purposes relating to this Agreement is Michael@delphihealthgroup.com (or subsequent email addresses as advised by Customer). Customer agrees to accept emails from Oracle at the above e-mail address specified under this Section. Oracle may provide any and all notices, statements, and other communications in English to Customer through either e-mail, posting on the Service (or other electronic transmission) or by mail or express delivery service. Upon account setup, Customer may further designate additional contacts for various types of notices, as defined in the Help Documentation. Oracle recommends that the main and billing contact email addresses be group addresses (such as billing@customer.com) so that notices are reviewed promptly and not delayed due to the absence of one individual. In addition, Oracle may rely and act on all information, authorizations and instructions provided to Oracle from the above-specified e-mail address and/or Customer administrators.

Subscription Services Agreement

4.5.1. Any notice required under this Agreement shall be provided to the other party in writing. If Customer has a legal dispute with Oracle or if Customer wishes to provide a notice under the Indemnification Section of this Agreement, or if Customer becomes subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

5. Terms of Service. Customer acknowledges and agrees it has read, understands and agrees to be bound by the Main Terms of Service (as may be updated from time to time) posted at www.netsuite.com/termservice or such other URL as specified by Oracle (the "Terms of Service"), which are incorporated herein.

6. Limitations of Liability.

6.1. Exclusion of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE SUCH DAMAGES SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 6.2 BELOW.

6.2. Limitations on Liability. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID FOR THE SERVICE GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OUT OF WHICH THE LIABILITY AROSE, BUT IN THE EVENT OF A BREACH OF SECTION 2.9 (CONFIDENTIALITY) OF THE TERMS OF SERVICE, SUCH MAXIMUM AGGREGATE LIABILITY SHALL BE INCREASED TO TWO (2) TIMES THE TOTAL SUBSCRIPTION FEES PAID FOR THE APPLICABLE SERVICE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OUT OF WHICH THE LIABILITY AROSE.

6.3. Acknowledgement; Exceptions. BOTH PARTIES ACKNOWLEDGE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON THEIR LIABILITY. THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 6.2 SHALL NOT APPLY TO: (A) FEES DUE UNDER THIS AGREEMENT; (B) A BREACH OF SECTION 3 OF THIS AGREEMENT; OR (C) EITHER PARTY'S DEFENSE AND INDEMNITY OBLIGATIONS EXCEPT AS SET FORTH IN SECTION 6 (INDEMNIFICATION) OF THE TERMS OF SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 6, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY TO THE EXTENT SUCH LIABILITY WOULD NOT HAVE OCCURRED BUT FOR THE OTHER PARTY'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT.

7. Governing Law and Jurisdiction. This Agreement is governed by the substantive and procedural laws of the State of California and each party agrees 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 Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

8. General Provisions.

8.1 Integration. This Agreement incorporates by reference all URL Terms (as applicable), Exhibits and Estimate/Order Forms, and this Agreement, together with such referenced items, constitute the entire understanding between Customer and Oracle and are intended to be the final and entire expression of their agreement. The parties expressly disclaim any reliance on any and all prior discussions, emails, RFP's and/or agreements between the parties. There are no other verbal agreements, representations, warranties undertakings or other agreements between the parties. Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Customer in connection to this Agreement be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Oracle to object to such terms, provisions, or conditions. The Agreement shall not be modified, or amended, except as expressly set forth herein, or in writing and signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted, or by a properly executed Estimate/Order Form. Notwithstanding the above, after execution of this Agreement, and during the electronic provisioning of Customer's account, Customer will be presented with the requirement to "agree" to a click through agreement pertaining to "Main Terms of Service" or "Terms of Service" for NetSuite Applications before Customer's account can be successfully provisioned. Customer acknowledges that other click through agreements found at www.netsuite.com/termservice (or other similar sites) shall

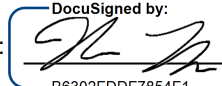
Subscription Services Agreement

apply if optional services or features are subsequently ordered or activated. For clarity, such other click through agreements will only apply to such optional services or features.

8.2 Other General Provisions. This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except that Oracle may assign without consent to a related entity or the successor of all or substantially all of the assignor's business or assets to which this Agreement relates. There are no third-party beneficiaries to this Agreement. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although Oracle reserves the right to name Customer as a user of the Service. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. A waiver of any breach under this Agreement should not constitute a waiver of any other breach or future breach. Neither party shall be liable for loss, delay, nonperformance (including failure to meet the service level commitment but excluding payment obligations) to the extent resulting from any force majeure event, including, but not limited to, acts of God, strike, riot, fire, explosion, flood, earthquake, natural disaster, terrorism, act of war, civil unrest, criminal acts of third parties, failure of the Internet, governmental acts or orders or restrictions, failure of suppliers, labor stoppage or dispute (other than those involving Oracle employees), or shortage of materials, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible and any delivery date shall be extended accordingly. The Section headings used in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement in any way. Sections 4.2, 4.3, 4.4, 4.5, 6, 7 and 8 of this Agreement and Sections 1 (Definitions), 2.9 (Confidentiality), 2.11 (Ownership of Customer Data), 2.12 (Oracle Intellectual Property Rights), 2.13 (U.S. Government Rights), 2.14 (Dispute Resolution), 4 (Disclaimer of Warranties), 6 (Indemnification), 7 (Suspension/Termination), and the "Section Headings and Numbers" provision of the Terms of Service shall survive the termination or expiration of this Agreement. This Agreement may be executed in counterparts and/or by facsimile or electronic signature and if so executed shall be equally binding as an original copy of this Agreement executed in ink by both parties.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. IF THE PERSON SIGNING BELOW AS CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS.

CUSTOMER


DocuSigned by:
By: 
B6302FDD57B54F1
Print Name: Michael Borkowski

Job Title: CFO

Company: Delphi Behavioral Health Group

Date: 20 July 2017 | 13:24 PDT

ORACLE AMERICA, INC.

DocuSigned by:
By: 
B457406024ED41F...
Print Name: WEST, CRAIG

Job Title: VP, Alliances & Channel Sales

Company: Oracle America, Inc.

Date: 20 July 2017 | 16:28 EDT

This Agreement may be signed electronically, in which case signatures may appear above or on the last page.

Certificate Of Completion

Envelope Id: 0D9BF54B9AEB4F51A39B38CD1CAF1CBA	Status: Completed
Subject: Please DocuSign these documents: DelphiEstimate_7_19_17.pdf, Delphi_SSA_7_19_17.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 3
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 2	Envelope Originator:
AutoNav: Enabled	Haddad, John C
Envelopeld Stamping: Enabled	2955 Campus Dr., Ste. 100
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	San Mateo, CA 94403
	jhaddad@netsuite.com
	IP Address: 75.139.136.157

Record Tracking

Status: Original	Holder: Haddad, John C	Location: DocuSign
7/19/2017 11:21:28 AM	jhaddad@netsuite.com	

Signer Events

Michael Borkowski
michael@delphihealthgroup.com
CFO

Delphi Behavioral Health Group
Security Level: Email, Account Authentication (None)


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

WEST, CRAIG
cwest@netsuite.com

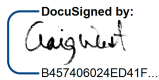
VP, Alliances & Channel Sales
Oracle America, Inc.
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

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B457406024ED41F...

Using IP Address: 73.180.105.68

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Signed: 7/20/2017 1:24:23 PM

Sent: 7/20/2017 1:24:24 PM
Viewed: 7/20/2017 1:27:03 PM
Signed: 7/20/2017 1:28:03 PM

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Gerald Mortimer
gerry@nxturn.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 7/20/2017 1:28:04 PM

Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	7/20/2017 1:28:04 PM
Completed	Security Checked	7/20/2017 1:28:04 PM
Payment Events	Status	Timestamps

EXHIBIT “C”

Current Oracle Agreement

ORACLE® NETSUITE

Oracle America, Inc.
2300 Oracle Way
Austin, TX 78741
800 762 5524
www.netsuite.com

Page 1 of 5

Estimate

Date
Estimate #
Partner

6/22/2022
1040345
36427 RSM US LLP : RSM
US LLP - No Fee

Customer Name & Address

Delphi Behavioral Health Group
1901 W Cypress Creek Blvd, 5th Floor
Ft Lauderdale FL 33309
United States

Item	Qty	Description	Term Mos.	Amount
NetSuite Financials Mid-Market Cloud Service	1	<p>NetSuite Financials Mid-Market Cloud Service includes:</p> <p>** ERP with G/L, Accounts Payable, Purchasing, Inventory, Order Entry, A/R, Expense Reporting, Advanced Shipping with integrated UPS or FedEx shipping depending on your location</p> <p>** Productivity tools including contacts/calendar/events</p> <p>** Real-time Dashboards with key business metrics, report snapshots</p> <p>** Customer Center and Partner Center logins</p> <p>** 5 Employee Self-Service Users</p> <p>** NetSuite Basic Customer Support. Current URL Terms for support are located at www.netsuite.com/supportterms.</p> <p>** 30,000 integrated bulk mail merges per month</p> <p>** Does not include CRM or Ecommerce functionality</p> <p>** Includes 1 Learning Cloud Support Pass-single user license pursuant to the Learning Cloud Support Pass terms and conditions found at https://www.netsuite.com/portal/resource/terms-of-service.shtml</p> <p>NetSuite Standard Service Tier:</p> <p>** Maximum of 100GB of File Cabinet Storage, which is included with Standard Service Tier.</p> <p>** Maximum 100 Full Licensed Users Provisioned (excluding Employee Center, Partner Center, Advanced Partner Center, Vendor Center and Customer Center)</p> <p>** Maximum 200,000 monthly transaction lines</p> <p>** Maximum of 1 SuiteCloud+ license</p>	12	\$11,988.00
NetSuite General Access Cloud Service User	21	General access user for NetSuite.	12	\$24,948.00
NetSuite Partner Cloud Service User	1	<p>User access for NetSuite Solution Provider, Alliance and SuiteCloud Developer Network Partners</p> <p>** Limited to a maximum of fifteen (15) users per account</p> <p>** Users must be employees of a NetSuite Solution Provider, Alliance or SuiteCloud Developer Network Partner in good standing</p> <p>** Users must be identified by an email address for log-in that corresponds to the respective NetSuite Solution Provider, Alliance or SuiteCloud Developer Network Partner</p>	12	\$588.00
NetSuite Financial Management Mid-Market Cloud Service	1	<p>Advanced Financials:</p> <p>** Advanced Budgeting</p> <p>** Expense Allocations</p> <p>** Amortization Schedules</p> <p>** Advanced Billing Schedules</p> <p>** Milestone Billing (when used with Project Management)</p> <p>** Statistical Accounting</p> <p>** Dynamic Allocation</p>	12	\$7,188.00

ORACLE® NETSUITE

Page 2 of 5

Estimate

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Date
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Partner

6/22/2022
1040345
36427 RSM US LLP : RSM
US LLP - No Fee

Item	Qty	Description	Term Mos.	Amount
NetSuite OneWorld Cloud Service	1	<p>NetSuite OneWorld includes:</p> <ul style="list-style-type: none"> ** Management of multiple subsidiaries, business units and legal entities ** Support of consistent processes across countries ** Unlimited (dependent on customer's requirements) subsidiaries in a single country for a single currency ** Includes 1 country/currency combination. Additional purchase required for new country/currency combination ** Comprehensive Language Management ** Support for 27 different languages ** Comprehensive Multi-Currency Management ** Audit and Compliance Reporting ** Always-on audit trail, built-in analytics, access logs and workflow ** Supports global compliance of internal and external processes ** Real-time global business insight ** Configurable Tax Engine ** Pre-configuration of tax codes and localized reporting where applicable ** Flexible indirect tax engine automates calculations ** Cross border sales and Intrastat reporting across EU countries ** Indirect Tax Compliance; Payment processing ** Pay vendor bills and employee expenses across the globe ** Take payments directly from customers. <p>Customer understands and agrees that once NetSuite OneWorld has been provisioned to the NetSuite Service, the NetSuite Service and Customer Data cannot be switched back to a non OneWorld state.</p>	12	\$23,988.00
NetSuite No Charge Subsidiary	92	<p>NetSuite No Charge Subsidiary Includes:</p> <ul style="list-style-type: none"> ** Additional no charge subsidiary for countries and currency combinations already purchased 	12	\$0.00
NetSuite Sandbox Environment Cloud Service	1	<p>Sandbox Environment for NetSuite Customers</p> <ul style="list-style-type: none"> ** Replicates production environment including data and customizations ** Isolated environment – changes shielded from live production account ** One production environment replication for each month of term is included ** Administrators may provide sandbox access to all production users as needed <p>NetSuite uptime guarantee does not apply to Sandbox Environments.</p>	12	\$6,870.00
Subtotal				\$75,570.00
Items Not Renewed		The following items are not renewed and will be removed from this subscription at the beginning of this subscription term.		



Page 3 of 5

Estimate

Oracle America, Inc.
2300 Oracle Way
Austin, TX 78741
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Date
Estimate #
Partner

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US LLP - No Fee

Item	Qty	Description	Term Mos.	Amount
OneWorld Module - Mid Market Edition	0	NetSuite OneWorld includes ** 3 Subsidiary companies ** Multi- company / Multi-org support in single NetSuite Account ** Segregated ERP and G/L for each Subsidiary ** Global CRM and Sales Support ** Multiple transaction and consolidation currencies ** Local functional currency reporting for each Subsidiary ** Real-time consolidated financial reporting for multiple currencies ** Multi-country regulatory tax and reporting support Customer understands and agrees that once NetSuite OneWorld has been provisioned to the NetSuite Service, the NetSuite Service and Customer Data cannot be switched back to a non OneWorld state.	0	\$0.00
Additional OneWorld Operating Subsidiary - Mid Market	0	Additional Subsidiary for NetSuite One World accounts ** Multiple Currency Subsidiary Management & Consolidation.	0	\$0.00
NetSuite Employee Self-Serv Cloud Service 5-Pk Users	0	Employee Self-Service + Intranet 5 User Pack for NetSuite	0	\$0.00
Additional OneWorld GL Subsidiary - Mid Market Edition	0	Additional GL Subsidiary for NetSuite One World accounts ** Multiple Currency Subsidiary Management & Consolidation.	0	\$0.00

Subtotal \$75,570.00

Total \$75,570.00



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Austin, TX 78741
800 762 5524
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Page 4 of 5

Estimate

Date
Estimate #
Partner

6/22/2022
1040345

36427 RSM US LLP : RSM
US LLP - No Fee

A. Terms of Your Order

1. Agreement

Except as set forth above, the terms and conditions of the applicable agreement between you and Oracle (including any updated URL Terms or other applicable web based terms in effect as of the date of this document) shall apply to the products and/or services set forth on this document. This document is non-cancellable and all fees are non-refundable, unless otherwise explicitly stated in this document or in the Agreement. For clarity, the Service Start Date shall be the date this document is signed by you, unless a different date is specified as the Service Start Date.

The Oracle Data Processing Agreement covering the NetSuite services, which may be found at <https://www.oracle.com/corporate/contracts/cloud-services/> ("Data Processing Agreement"), is incorporated herein by this reference and describes how Oracle will process Personal Data (as defined therein) that Customer provides to Oracle as part of Oracle's provision of the NetSuite services to Customer under this Estimate/Order Form ("order"), unless otherwise stated in the Data Processing Agreement or this order. Customer's signature on this order constitutes Customer's agreement to the Data Processing Agreement, unless stated otherwise in the Subscription Services Agreement or License Agreement that governs this order. This Data Processing Agreement only applies to NetSuite services included in this order and does not apply to the following services that may be included in this order: Mobile Push Notifications (a feature of the NetSuite for iPhone Mobile Application), any NetSuite POS Cloud Services, any NetSuite Payroll services, OrderMotion, TribeHR, Light CMS, or any other services identified by Oracle as being excluded from the applicability of this Data Processing Agreement. The Data Processing Agreement also does not apply to any (1) demonstration accounts, trials, beta releases, release preview or other similar versions of the services or (2) any features, services or products which are provided pursuant to a separate agreement or by a party other than Oracle (as defined in the Data Processing Agreement) (e.g. where Oracle is merely a billing/collection agent) including but not limited to Celigo and Pacejet.). For purposes of this order, (1) the definition of "Services Agreement" in Section 11 is deleted and replaced in its entirety with the following definition: "Services Agreement" means (i) the applicable order for the Services you have purchased from Oracle; (ii) the applicable master agreement referenced in the applicable order; (iii) the Privacy Policy found at <https://www.oracle.com/legal/privacy/> (or other location as may be updated by Oracle), and (iv) the Data Security Addendum found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/cloud-delivery-policies.html>; and (2) references to the "Cloud Hosting and Delivery Policies" in the Privacy Code for Processing Personal Information of Customer Individuals, shall be replaced by the applicable Data Security Addendum found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite>.

2. Start Date

7/20/2022

3. Subscription Services Payment Terms

Net 30 - Quarterly Billing

4. Subscription Services Payment Frequency

Quarterly in Advance

5. Professional Services Payment Terms

N/A

6. Currency

USD

7. Offer Valid Through

6/30/2022



Oracle America, Inc.
2300 Oracle Way
Austin, TX 78741
800 762 5524
www.netsuite.com

Page 5 of 5

Estimate

Date
Estimate #
Partner

6/22/2022
1040345
36427 RSM US LLP : RSM
US LLP - No Fee

I AGREE TO THE FEES AND TERMS OF THIS ESTIMATE:

Vivien Tsirkas

Print Name

DocuSigned by:

Vivien Tsirkas

SignatureD45CF1901DCA44A...

June 23, 2022 | 08:46 PDT

Date

Upon your execution, this document is a binding order for the products and services set forth herein.

Oracle relies on the accuracy of the billing information listed above, and is unable to issue a Credit Memo or resubmit an invoice due to incorrect billing information listed. Please ensure your company name, addresses and contacts included on this document are correct.

Oracle does not accept credit card payments for invoices of more than \$99,999.

Certificate Of Completion

Envelope Id: 49F7E00DBD1A4C97B5014142CDD2F5B1

Status: Completed

Subject: Delphi Behavioral Health Group - July 2022 NetSuite Renewal

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Burke, Stephanie A

AutoNav: Enabled

Oracle America Inc Attn: A/P

Envelopeld Stamping: Enabled

1001 Sunset Blvd

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Rocklin, CA 95765

sburke@netsuite.com

IP Address: 208.46.212.80

Record Tracking

Status: Original

Holder: Burke, Stephanie A

Location: DocuSign

6/23/2022 7:34:19 AM

sburke@netsuite.com

Signer Events

Vivien Tsirkas

vtsirkas@delphihealthgroup.com

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Timestamp

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Viewed: 6/23/2022 8:41:06 AM

Signed: 6/23/2022 8:46:13 AM

Signature Adoption: Pre-selected Style

Signed by link sent to

vtsirkas@delphihealthgroup.com

Using IP Address: 66.176.184.114

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Burke, Stephanie A

sburke@netsuite.com

Miss

NetSuite Inc.

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 6/23/2022 7:35:32 AM

Resent: 6/23/2022 8:46:15 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Katrina Anderson

katrina.anderson@rsmus.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 6/23/2022 7:35:33 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp**

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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	6/23/2022 8:46:13 AM
Completed	Security Checked	6/23/2022 8:46:13 AM
Payment Events	Status	Timestamps

EXHIBIT “D”

Oracle CSA



ORACLE CLOUD SERVICES AGREEMENT

This Oracle Cloud Services Agreement (this "Agreement") is between Oracle America, Inc. ("Oracle" "we," "us," or "our") and ("You"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1 We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1 All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses.

2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3 You understand that You may receive multiple invoices for the Services ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://www.oracle.com/us/corporate/contracts/invoicing-standards-policy-1863799.pdf>.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Your order.

4. NONDISCLOSURE

4.1 By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2 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.

4.3 Each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. We will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

5. PROTECTION OF YOUR CONTENT

5.1 In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>.

5.2 To the extent Your Content includes Personal Data (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as that term is defined below)), Oracle will furthermore comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3 Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security, integrity or confidentiality of such content outside of Oracle's control.

5.4 Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2 WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO US FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

8.1 If a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or us depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider" which may refer to You or us 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.

8.2 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 unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.4 This Section 8 provides the parties' exclusive remedy for any infringement claims or damages.

9. TERM AND TERMINATION

9.1 This Agreement is valid for the order which this Agreement accompanies.

9.2 Services shall be provided for the Services Period defined in Your order.

9.3 We may suspend Your or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your obligation to make payments under this Agreement.

9.4 If either of us breaches a material term of this Agreement or any order 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 (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and any orders that have been placed under the Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order(s) plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching 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 this Agreement, You may not use those Services ordered.

9.5 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, we will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.6 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES

10.1 The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2 Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. We disclaim all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with Third Party Services such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

11.1 We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 We may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. We retain all intellectual property rights in Service Analyses.

11.3 We may provide You with the ability to obtain certain Oracle Software (as defined below) for use with the Services. If we provide Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Agreement and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use any Oracle Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under

separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. EXPORT

12.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, software programs and/or materials resulting from the Services (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.

12.2 You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

13. FORCE MAJEURE

Neither You nor we 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 cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services 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 the Services.

14. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of the State of California and each party agrees 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 Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

15. NOTICE

15.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

15.2 We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

17. OTHER

17.1 We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

17.2 Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that

interact with the Services, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

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

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

17.5 Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

17.6 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your use of the Cloud Services to ensure Your use of the Cloud Services is in compliance with the terms of the applicable order and this Agreement. Any such audit shall not unreasonably interfere with Your normal business operations.

You agree to cooperate with Oracle's audit and to 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 section 4 (Nondisclosure) of this Agreement.

If the audit identifies non-compliance, You agree to remedy (which may include, without limitation, the payment of any fees for additional Cloud Services) such non-compliance within 30 days of written notification of that non-compliance. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

18. ENTIRE AGREEMENT

18.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

18.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

19. AGREEMENT DEFINITIONS

19.1 "**Oracle Software**" means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

19.2 "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

19.3 **“Service Specifications”** means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Agreement; (b) Oracle’s privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

19.4 **“Third Party Content”** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

19.5 **“Users”** means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered “Users” subject to the terms of this Agreement and Your order.

19.6 **“Your Content”** means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Content.” Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.