

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

26-318

SAP Number

Human Resources

Department Contract Representative	Jordan Black
Telephone Number	909-388-0539
Contractor	Oracle America, Inc.
Contractor Representative	Henrik Beijar
Telephone Number	626-375-0411
Contract Term	May 4, 2026 to November 4, 2029
Original Contract Amount	\$516,950
Amendment Amount	
Total Contract Amount	\$516950
Cost Center	
Grant Number (if applicable)	NA

Briefly describe the general nature of the contract: *Cloud Services Ordering Document 1223468829.a1 for mission critical support services in the amount of \$516,950, for a 42-month period beginning at go live of the Human Capital Management System.*

FOR COUNTY USE ONLY

<p>Approved as to Legal Form</p> <p>► <i>Kaleigh Ragon</i> Kaleigh Ragon, Deputy County Counsel</p> <p>Date <u>4/30/26</u></p>	<p>Reviewed for Contract Compliance</p> <p>► _____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>► _____</p> <p>Date _____</p>
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ORDERING DOCUMENT

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

Name	SAN BERNARDINO COUNTY	Contact	Lynn Fyhrlund
Address	385 N Arrowhead Ave SAN BERNARDINO CA 92415	Phone Number	(909) 388 - 5510
		Email Address	lynn.fyhrlund@itd.sbcounty.gov

New Subscription On or After 1-May-2027

Services Period: 42 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B95742 - MCS - Oracle Mission Critical Support for SaaS, Standard - Standard Governance	NORTH AMERICA	1	42 mo	12,308.33	516,950.00
Subtotal					516,950.00

Fee Description	Net Fee
Cloud Services Fees	516,950.00
Net Fees	516,950.00
Total Fees	516,950.00

A. Terms of Your Order

1. Applicable Agreement:

- a. Public Sector Agreement for Cloud Services US-CSA-FEC-80566745

2. Cloud Payment Terms:

- a. Net 45 days from invoice date

3. Cloud Payment Frequency:

- a. Quarterly in Arrears

4. Currency:

- a. US Dollars

5. Offer Valid through:

- a. 22-MAY-2026

6. Service Specifications

- a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

7. Services Period

- a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Linking Language

You acknowledge and agree that the terms and conditions of this document are contingent upon the simultaneous execution of the document (s) with the Agreement Number "US-CSA-FEC-80566745" and with the footer reference "1223451880.a1" between the parties (the "Contingent Document(s)"). If the parties do not simultaneously execute the Contingent Document(s) with this document, then this document shall be deemed to have no legal effect, even if executed.

2. Terms

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

3. Delayed Services Period

Initiation of provisioning for Cloud Services You have ordered under this order shall occur as detailed in the table(s) above and, subject to payment of fees for the Cloud Services, the Services Period for these Cloud Services shall continue for the period specified in the Cloud Services table above, unless earlier terminated in accordance with the Agreement. Upon the date set forth in the previous sentence, Your first payment for Cloud Services will be due in accordance with Section A. At Your discretion You may request that the initiation of provisioning (and therefore the applicable Services Period) commence prior to the date set forth above.

4. Oracle Managed Cloud Services Terms

The terms in this Oracle Managed Cloud Services Terms section apply only to services in the Cloud Services and/or Consulting/Professional Services Ordered tables on the first page of this order beginning with "MCS - " (individually, a "Managed Cloud Service", and collectively, the "Managed Cloud Services"). Capitalized terms used in this section but not defined within this order have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at <https://support.oracle.com> by searching on Document ID 780129.5.

a. Services Ordered

The Managed Cloud Services purchased by You under this order are described in the Oracle Managed Cloud Services Service Descriptions published at <https://www.oracle.com/contracts/> and amended for the purposes of this order as provided in Exhibit A attached. A copy of the service descriptions applicable to this order is attached as Exhibit B for reference purposes.

b. Your Obligations

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

i. You acknowledge that the Managed Cloud Services are designed with capabilities for You and Your Users to access the Managed Cloud Services without regard to geographic location and to transfer or otherwise move Your Content between the Managed Cloud 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. Additionally, for Oracle Cloud at Customer Services, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

ii. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Managed Cloud Services via a network connection that meets Oracle's specifications.

iii. You acknowledge that (i) you have separately acquired and will continue to maintain for the duration of the Managed Cloud Services a cloud subscription or the licenses and Oracle Software Update License & Support (also referred to as "Premier Support"), or any equivalent successor Oracle technical support offering, for any necessary Oracle programs, including those for which the Managed Cloud Services are provided, (ii) you will maintain licenses and technical support for any Third Party Software or Required Software used in your Environment(s), and (iii) your use of such programs and technical support are governed solely by the agreement(s) under which such subscription or licenses and technical support are obtained.

iv. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the services under this order. Unless specified otherwise in a Service Description, you are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Managed Cloud Service.

v. The performance of Managed Cloud Services is contingent upon you meeting your obligations and responsibilities as described in the Service Specifications and applicable Service Description. You acknowledge and agree that (i) any exception to your compliance with such obligations and responsibilities is granted on the condition that Oracle is not responsible for the resulting consequences.

vi. You acknowledge and agree that if Oracle's performance of activities specified within a Service Description exceeds the timeframe set forth in the Service Description, or the Cloud Services table on the first page of this order, due to your failure to meet the obligations and responsibilities specified in the Service Description, you will be required to purchase applicable additional services from Oracle.

vii. You agree to pay within 45 days of written notification any fees applicable to Your use of the Managed Cloud Services in excess of Your rights. If You do not pay, Oracle can end Your Managed Cloud Services.

c. Services Period

The Services Period of the Managed Cloud Service shall begin on the execution of this order and shall end on the earlier of the following to occur: (i) Oracle's performance of the quantity of such service under the applicable Service Description within the timeframe set forth in the Service Description, or the Cloud Services table on the first page of this order, (ii) the end of the term specified in the Cloud Services table on the first page of this order; or (iii) the termination or expiration of the Managed Cloud Services in accordance with the Agreement or this order (the "Managed Cloud Services Period").

Any unused Managed Cloud Service remaining at the end of the applicable term shall be forfeited, and Oracle shall have no further obligation with respect to such services.

d. Warranty and Disclaimers

The sole and exclusive warranty for a Managed Cloud Service is that Oracle warrants that the service will be provided in all material respects in accordance with the Service Level set forth in the applicable Service Description in the Oracle Managed Cloud Services Service Descriptions; if such Service Description does not contain a Service Level, the sole and exclusive warranty for such service is that Oracle warrants that the Managed Cloud Service will be provided in all material respects with the applicable Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

e. Exclusive Remedy

If a Managed Cloud Service provided to You for any given month during the term of such service was not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If a Managed Cloud Service has a Service Level set forth in the applicable Service Description, and such service was deficient, Oracle will remit, if applicable, a services fee credit for such month calculated as set forth in such Service Description. For deficiency of any other Managed Cloud Service, Oracle will remit, if applicable, a services fee credit for such month calculated at 10 percent of the monthly payment amount for the applicable Managed Cloud Service.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

If Oracle fails, for at least three consecutive months, to meet or exceed the Service Level Targets as defined in the applicable Service Description ("Chronic Application Unavailability"), you may, upon written notice to Oracle, terminate the Managed Services as of the termination date specified in such notice, provided that you provide such written notice to Oracle within thirty (30) days following the end of the month in which you are eligible to exercise the right to terminate under this Section due to such Chronic Application Unavailability.

f. Use of Managed Cloud Services

Oracle may make changes or updates to the Managed Cloud Services during the Managed Cloud Services Period, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

You acknowledge and agree that (i) if Oracle's performance of activities specified within a Service Description exceeds the timeframe set forth in the Service Description due to your failure to meet the obligations and responsibilities specified in the Service Description or this order, you will be required to purchase applicable additional services from Oracle; use of Managed Cloud Service in a manner not consistent with the Service Specifications and the Service Descriptions may adversely affect services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the service is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

g. Data Privacy

In performing Non-Cloud service offerings identified as Advanced Customer Support ("ACS") or Managed Cloud Services ("MCS") under this order, Oracle will comply with the Oracle Services Privacy Policy, and the following:

For ACS services the Oracle Consulting & Advanced Customer Services Security Practices,

For MCS services the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the MCS Service Descriptions.

The Services Privacy Policy is available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html> and is incorporated herein by reference. The Oracle Consulting & Advanced Customer Services Security Practices are available under the category "Advanced Customer Services" at <http://www.oracle.com/contracts> and are incorporated herein by reference. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to Services identified in Your order. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the MCS Services Descriptions are available under the category "Cloud Services" at <http://www.oracle.com/contracts>.

During the Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Term. Unless otherwise specified in this order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in this order. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

5. Purchasing Additional Managed Cloud Services

For a period of twelve (12) months from the ordering document effective date You may order the services specified below at the appropriate fee specified below, provided the services are available in production release when ordered and if Cloud Service Units are being ordered, You order a minimum quantity of 100 Oracle Cloud Service Units. Your purchase of any services not listed in this Section of this order will not count towards the minimum purchase amount mentioned above:

Service	Annual Fee	Quantity
B90168 - Oracle Cloud Service Units	\$15,300.00	100

6. Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

SAN BERNARDINO COUNTY		Oracle America, Inc.	
Signature		Signature	
Name	Dawn Rowe	Name	Michael Estrada
Title	Chair, Board of Supervisors	Title	Director - Customer Deal Desk
Signature Date	MAY 05 2026	Signature Date	29-Apr-2026 12:24 PM PDT

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	SAN BERNARDINO COUNTY	Customer Name	SAN BERNARDINO COUNTY
Customer Address	385 N Arrowhead Ave SAN BERNARDINO CA 92415	Customer Address	385 N Arrowhead Ave SAN BERNARDINO CA 92415
Contact Name	Lynn Fyhrlund	Contact Name	Lynn Fyhrlund
Contact Phone	(909) 388-5501	Contact Phone	(909) 388-5501
Contact Email	lynn.fyhrlund@itd.sbcounty.gov	Contact Email	lynn.fyhrlund@itd.sbcounty.gov





Exhibit A

ORACLE CONTRACT INFORMATION

This Exhibit A amends the Managed Cloud Services – Service Descriptions for Managed Services – Service Descriptions (the “Service Descriptions”) applicable to the services included in your ordering document with footer reference “1223468829.a1” (the “order”) between San Bernardino County (“You”) and Oracle America, Inc. (“Oracle”).

The parties agree to amend the Service Descriptions for this order as follows:

1. **Service Line Credit %**

Delete the table in the Service Descriptions in its entirety and replace with the following:

Service Levels	Service Level Target	Credit Criteria	Service Level Credit %
Service Request Resolution Time for Severity Level 1 SRs	<ul style="list-style-type: none"> ▪ Functional Help Desk SRs: 8 hours ▪ Extension, Integration, Testing SRs: 12 hours ▪ Operational Assistance SRs: 12 hours 	<95% of Severity 1 Level SRs resolved within target	2%
Service Request Resolution Time for Severity Level 2 SRs	Functional Help Desk, Extension, Integration, Testing SRs, Operational Assistance SRs: 24 hours	<95% of Severity 2 Level SRs resolved within target	2%
Service Request Response Time	Severity Level 1: 30 minutes	<95% of SRs responded to within target	0.5%
	Severity Level 2: 60 minutes		
	Severity Level 3: 8 hours		
	Severity Level 4: 24 hours		
Performance Against Service Description	Performance of the Services in accordance with this Oracle Mission Critical Support for SaaS Service Description	As described under Performance Against Service Description	3%

Subject to the modifications herein, the Service Descriptions shall remain in full force and effect.



ORACLE

Exhibit B

Managed Services – Service Descriptions

September 22, 2025

MCS - Oracle Mission Critical Support for SaaS

Part #:	Service Offering
B93243	MCS - Oracle Mission Critical Support for SaaS, Premium
B92328	MCS - Oracle Mission Critical Support for SaaS, Configurable
B95738/B95849	MCS - Oracle Mission Critical Support for SaaS, Entry – Standard Governance
B95739/B95850	MCS - Oracle Mission Critical Support for SaaS, Entry – Regional Governance
B95740/B95851	MCS - Oracle Mission Critical Support for SaaS, Basic – Standard Governance
B95741/B95852	MCS - Oracle Mission Critical Support for SaaS, Basic – Regional Governance
B95742/B95853	MCS - Oracle Mission Critical Support for SaaS, Standard – Standard Governance
B95743/B95854	MCS - Oracle Mission Critical Support for SaaS, Standard – Regional Governance
B95744/B95855	MCS - Oracle Mission Critical Support for SaaS, Advanced – Standard Governance
B95745/B95856	MCS - Oracle Mission Critical Support for SaaS, Advanced – Regional Governance
B88373	MCS - Oracle Mission Critical Support for SaaS, Custom
B87518	Oracle Supplemental Resource for Oracle Cloud – Technical Account Manager I – SaaS - Day
B87519	Oracle Supplemental Resource for Oracle Cloud – Technical Account Manager II – SaaS - Day
B87520	Oracle Supplemental Resource for Oracle Cloud – Advanced Support Engineer – SaaS - Day
B87521	Oracle Supplemental Resource for Oracle Cloud – Sr Advanced Support Engineer – SaaS - Day
B92268	ACS Supplemental Resource for Oracle Cloud - Days
B94355	MCS – Oracle Managed Cloud Services Functional Supplemental Resources Day
B94199	MCS - Oracle Managed Cloud Services Supplemental Resources - Senior Functional Support Analyst - United States - Day
B95756	MCS - Oracle Managed Cloud Services Supplemental Resources - Senior Functional Support Analyst - United Kingdom - Day
B95757	MCS - Oracle Managed Cloud Services Supplemental Resources - Senior Functional Support Analyst - Brazil - Day
B95758	MCS - Oracle Managed Cloud Services Supplemental Resources - Senior Functional Support Analyst - Mexico - Day
B95759	MCS - Oracle Managed Cloud Services Supplemental Resources - Senior Functional Support Analyst - Australia - Day
B95760	MCS - Oracle Managed Cloud Services Supplemental Resources - Senior Functional Support Analyst - Egypt - Day
B96333	MCS - Oracle Supplemental Resource for Oracle Cloud - Functional Advanced Support Engineer - SaaS -Day
B96334	MCS - Oracle Supplemental Resource for Oracle Cloud - Functional Senior Advanced Support Engineer - SaaS - Day
B96335	MCS - Oracle Supplemental Resource for Oracle Cloud - Functional Technical Account Manager I - SaaS - Day
B96336	MCS - Oracle Supplemental Resource for Oracle Cloud - Functional Technical Account Manager II - SaaS - Day

Description of Services

Oracle Mission Critical Support for SaaS (the “Services”) consist of the following for Your Supported Programs, including the associated Supported Program Modules, for which You have separately purchased Software as a Service in accordance with the Service Maximums:

1. Designate a resource who will act as Your primary point of contact to facilitate account management and service reviews.
 - a. Conduct an orientation to introduce the designated resource and identify and document the key Oracle delivery contacts and Your designated technical contacts (“Customer Contacts”).
 - b. Coordinate communication between the key Oracle delivery contacts and Your Customer Contacts.
 - c. Perform periodic account and service reviews, including progress and status of service performance.

- d. Check performance against applicable service level objectives or agreements.
 - e. Assist with any escalations related to the Services.
2. Creation of a joint plan during the Initiation Phase that will identify the specific Supported Programs subject to the Services (“Identified Supported Programs”) and identify and provide information about the following:
- a. the Identified Supported Programs;
 - b. Oracle’s access requirements to the Identified Supported Programs;
 - c. Your existing processes and procedures, including Critical Business Processes;
 - d. Your ticketing system if applicable;
 - e. for Identified Supported Programs delivered in EUSC as indicated in the order, a designated contact number to be used by You to notify Oracle if a Severity Level 1 SR is created outside of Primary Hours of Operation;
 - f. Your functional and technical design documents;
 - g. installation documents for the onboarded Extensions and Integrations (as defined below) for the Supported Programs in accordance with the Service Maximums; and
 - h. the automated test scripts from the Oracle automated test script library to be added to Your test script repository, as required, in accordance with the Service Maximums.

If after the creation of the joint plan the parties agree to include additional Supported Programs within the Identified Supported Programs, additional Initiation Phase activities will be required and subject to additional fees and the change control process. The Initiation Phase shall not exceed the time period identified in the Service Maximums table below and Initiation Phase activities will be performed only once at the beginning of the Services.

3. Critical business process management support for the duration of the Services to (a) schedule, submit, and monitor the success or failure of Critical Business Processes, including Enterprise Scheduler Service jobs, other Identified Support Program batch job runs, or integration flows between the Identified Supported Programs and Oracle Integration Cloud standard adapters; (b) review output logs; and (c) review Critical Business Process executions and provide feedback on potential operational improvements. The number of Critical Business Processes shall not exceed the maximums identified in the Service Maximums table below.

a. Advanced Monitoring.

For certain Supported Programs where advanced monitoring tools are available Oracle may monitor and analyze Your Critical Business Processes subject to Your authorization and specifications, as follows:

- i. Utilize an automated account, authorized and provided by You, to access telemetry metadata related to certain Supported Programs (“Telemetry Data”) to perform detailed process execution analysis.
- ii. Access Telemetry Data using an automated account as mutually agreed and, if Your cloud subscription includes Oracle Break Glass for Your Supported Programs, unique password(s) provided by You.
- iii. Provide dashboards from the available dashboard library, to visualize process specific telemetry data for Your Supported Programs.
- iv. Provide You with the results of the detailed process execution analysis and any associated recommendations for operational improvements.

4. Execution of predefined test scripts provided by You, standardized to a maximum of 25 functional steps per script, for up to the number of test scripts (the “Regression Test Scripts”) identified in the Service Maximums table below, to validate functionality of the Identified Supported Programs in Your Production Support Environment following an event. An event may consist of (a) application of releases or patches; (b) introduction of new modules or extensions; or (c) application configuration changes.

The regression testing will consist of either: (a) manual execution of the Regression Test Scripts and comparison of the results of the executed scripts with expected results; or (b) execution and review of results of automated regression test scripts that have been provisioned from the Oracle test script library or created by raising an Enhancement SR (as described below) and added to the Test Script Repository (including application of any programmatic changes to the automated Regression Test Scripts resulting from updates to the Identified Supported Programs, prior to test execution).

5. Requests for modification and/or additional executions of existing test scripts or deletion and/or creation of new test scripts submitted by You in an Extension, Integration, Testing SR (as described below). For each such SR, Your CSU balance will be decremented by the number of CSUs for the SR Types specified in the Cloud Service Unit Catalog.
6. Receiving and managing the following types of SR(s) related to the Services as entered by You via My Oracle Support or Your ticketing system (the “Request System”):

- a. Functional Help Desk SR
- b. Extension, Integration, Testing SR
- c. Enhancement SR
- d. Oracle Guided Learning Development or Maintenance SR (not available for European Union Sovereign Cloud or United Kingdom Government Cloud Data Center Regions)

Oracle PaaS based extensions and integrations to the Identified Supported Programs may include, but are not limited to the following (collectively, “Extensions and Integrations”):

- a. Oracle Analytics Cloud Service Dashboards and Reports;
- b. Oracle Business Intelligence Cloud Service reports;
- c. Oracle Fusion Data Intelligence Service Data Pipeline, Semantic Model, Workbook Extensions;
- d. Oracle Integration Cloud Service Integrations (available in EUSC or UKGC);
- e. Oracle Java Cloud Service Java Extensions;
- f. Oracle Mobile Cloud Service Application Program Interfaces;
- g. Oracle Process Cloud Service processes;
- h. Oracle SOA Cloud Service Integration composites;
- i. Oracle Visual Builder Cloud Service Web Applications (available in EUSC or UKGC); or
- j. Oracle Fusion Transactional Business Intelligence reports and dashboards (available in EUSC or UKGC).

Oracle will receive Your SR, evaluate Your SR to determine the SR type, and execute Your SR as further detailed in the *Cloud Service Unit Catalog*.

- For each Functional Help Desk SR, Your monthly Functional Help Desk SR balance, identified in the Service Maximums table below, will be decremented until your monthly

balance reaches zero. Once Your Functional Help Desk SR balance reaches zero, Your CSU balance will be decremented by the number of CSUs for the Functional Help Desk SR specified in the *Cloud Service Unit Catalog*.

- For all other SRs, Your CSU balance will be decremented by the number of CSUs for the SR Types specified in the *Cloud Service Unit Catalog*.
 - You must have a sufficient balance of Functional Help Desk SRs or CSUs prior to submitting any further Service Requests.

Oracle will work on an open SR until one of the following occurs:

- The underlying Incident or Problem is resolved
- A resolution has been implemented or a work around has been established
- You and Oracle agree to close the SR
- The SR is transferred to another group within Oracle (e.g., Oracle Support)
- The SR is determined by Oracle to be outside the scope of the Services under this Service Description and is transferred back to you for reassignment.

Severity Definitions

Each SR shall be assigned one of the following defined Severity Levels:

Severity Level	Environment	Severity Level Definition
<u>1</u>	Production	You experience a Service Interruption within a Production Environment that causes a critical impact to Your use of the Oracle Programs in one area of Your business but is not the result of an infrastructure Outage or component (system process) level failure. No acceptable workaround is available, and business operations related to the affected functionality cannot continue. The Incident is generally characterized by Oracle Program functionality issues, such as an inability to run a critical process during a close period.
2	Production	You experience an error in expected or documented functionality of Oracle Programs that has a severe impact on Your ability to use the Oracle Programs for business operations. No acceptable workaround is available; however, business operations in the Environment can continue in a restricted fashion.
3	Production	You experience an error in expected or documented functionality of Oracle Programs that has a moderate impact on Your ability to use the Oracle Programs for business operations. A workaround may be required to restore functionality.

Severity Level	Environment	Severity Level Definition
4	Production	You experience a minor or no loss in expected or documented functionality of Oracle Programs. Severity Level 4 Service Requests may also represent requests for information, an enhancement, or documentation clarification regarding the Oracle Programs.

7. TAM and SR Prioritization. Available only if You have purchased B93243 - MCS - Oracle Mission Critical Support for SaaS, Premium.
- a. **TAM.** For SRs that Oracle creates on Your behalf with Oracle Cloud Support, Oracle will assign a Technical Account Manager (TAM) who will act as Your primary customer management lead and assist with (i) SR management, prioritization, and escalation; (ii) constructing reproducible test cases and determining workarounds for issues identified in an SR, as applicable; (iii) review of SR activity, including status reports, required next steps, and Your SR priorities; and (iv) communicating SRs and Incidents to Oracle Product Development, as required.
 - b. **SR Prioritization.** For SRs that Oracle creates on Your behalf with Oracle Cloud Support, Oracle will (i) prioritize such SRs related to Your Identified Supported Programs above SRs of the same severity level submitted by other Oracle Cloud Services customers that have not purchased this Service; and (ii) initiate internal escalations for Severity 1 and Severity 2 SRs for Your Identified Supported Programs in accordance with the SR response guidelines published in Section 5.3 of the Oracle Cloud Hosting and Delivery Policies and the Oracle SaaS Public Cloud Services - Pillar Document available on <http://oracle.com/contracts>. Severity definitions are described in Section 5.3 of the Oracle Cloud Hosting and Delivery Policies.
8. SaaS Plus Operational Assistance and Assessments. Available only if You have purchased either B93243 MCS – Oracle Mission Critical Support for SaaS, Premium or B92328 MCS – Oracle Mission Critical Support for SaaS, Configurable.
- If included in Your order, Oracle will provide the following operational assistance and assessment activities for Your OCI and/or PaaS services connected to Your SaaS applications, in accordance with the Service Maximums documented in the Managed Services Exhibit:
- a. Add the OCI and/or PaaS services listed in Your order to the Identified Supported Programs in the joint plan during the Initiation Phase, including Oracle’s access requirements.
 - b. Provide operational assistance for Your Identified Supported Programs, which may include assistance with (a) configurations; (b) Issues, Problems, and data management; or (c) production to test environment refreshes and integrations, (collectively, “Operational Assistance”), as requested by You in an SR, up to the number identified in Your order.
 - c. Perform operational assessments to provide advice and guidance (“Operational Assessment”), which may consist of the following:
 - i. Review Your current OCI and/or PaaS services connected to Your SaaS applications and provide a written summary of recommendations for Your service operation and/or capacity planning.

- ii. Perform a technology review and provide guidance for the adoption of OCI and/or PaaS services including, but not limited to, change management, operational architecture, and identity and access management resources.
 - d. Receive and manage the following SR types submitted by You via the Request System:
 - i. SaaS Plus Operational Assistance SRs
 - ii. SaaS Plus Operational Assessment SRs
 - e. Receive Your SR, evaluate Your SR to determine the SR type, manage Your SR, and execute Your SR as further detailed in the *Cloud Service Unit Catalog*:
 - i. For each Operational Assistance SR, Your monthly Operational Assistance SR balance, as identified in Your order, will be decremented until your monthly balance reaches zero. Once Your Operational Assistance SR balance reaches zero, Your CSU balance will be decremented by the number of CSUs for the Operational Assistance SRs specified in the *Cloud Service Unit Catalog*.
 - ii. For each Operational Assessment SR, Your yearly Operational Assessment balance, as identified in Your order, will be decremented until your yearly balance reaches zero. Once Your Operational Assessment balance reaches zero, Your CSU balance will be decremented by the number of CSUs for the Operational Assessment SR specified in the *Cloud Service Unit Catalog*.
9. Service Level management for the Identified Supported Programs and Production Environments for the Oracle Mission Critical Support for SaaS Services under this Service Description as follows:
- **Service Level Target.** The level of performance under the applicable Service Level that Oracle endeavors to achieve on a monthly basis.
 - **Credit Criteria.** If the monthly performance measured for a Service Level is below the Service Level Target, then the credit criteria are used to determine the applicable Service Level Credit.
 - **Service Level Credit %.** The percentage of monthly recurring fees paid for the Services to be credited based on the credit criteria.

Service Levels	Service Level Target	Credit Criteria	Service Level Credit %
Service Request Resolution Time for Severity Level 1 SRs	<ul style="list-style-type: none"> ▪ Functional Help Desk SRs: 8 hours ▪ Extension, Integration, Testing SRs: 12 hours ▪ Operational Assistance SRs: 12 hours 	<90% of Severity 1 Level SRs resolved within target	1.5%
Service Request Resolution Time for Severity Level 2 SRs	Functional Help Desk, Extension, Integration, Testing SRs, Operational Assistance SRs: 24 hours	<90% of Severity 2 Level SRs resolved within target	1.5%
Service Request Response Time	Severity Level 1: 30 minutes	<90% of SRs responded to within target	None
	Severity Level 2: 60 minutes		

Service Levels	Service Level Target	Credit Criteria	Service Level Credit %
	Severity Level 3: 8 hours		
	Severity Level 4: 24 hours		
Performance Against Service Description	Performance of the Services in accordance with this Oracle Mission Critical Support for SaaS Service Description	As described under Performance Against Service Description	3%

Service Request Response Time

The Service Request Response Time Service Level measures the elapsed time (during the Primary Hours of Operation) from the submission of an SR in the applicable queue in the Request System that is monitored by Oracle to Oracle's acknowledgement of the receipt of the SR in the Request System ("Time to Respond").

The Service Level Target Response Time shall be measured on a monthly basis calculated in accordance with the following formula:

$$\frac{\text{Total number of SRs related to the Services and Production Environment(s) for the applicable Severity Level during the applicable month which meet the target response times identified in the Service Level Target column in the table above}}{\text{Total number of SRs related to the Services and Production Environment(s) for the applicable Severity Level in such calendar month}} \times 100$$

Service Request Resolution Time

The Service Request Resolution Time Service Level measures the elapsed time (during the Primary Hours of Operation) within which an SR affecting a Production Environment is resolved (i.e., downgraded to a lower Severity Level or closed by Oracle). The resolution time commences when one of the following occurs:

- The submission of the SR via the Request System.
- Oracle detects an Incident and logs the Incident as an SR in the Request System.
- An SR is upgraded from Severity Level 3 or 4 to Severity Level 1 or 2

The Service Request Resolution Time Service Level shall be measured on a monthly basis and calculated in accordance with the following formula:

$$\frac{\text{Total number of SRs in a calendar month related to the Services and Production Environment(s) for the applicable Severity Level which meet the target resolution times identified in the Service Levels table above}}{\text{Total number of SRs in a calendar month related to the Services and Production Environment(s) for the applicable Severity Level which meet the target resolution times identified in the Service Levels table above}}$$

divided by
Total number of SRs related to the Services and Production Environment(s) for the applicable Severity Level in such calendar month
multiplied by
100.

Performance Against Service Description

If You demonstrate that Oracle failed to perform the Services in accordance with this Service Description during a particular month, You shall be entitled to a Service Level Credit as described in the Service Levels table above for such failure for such month, MINUS any Service Level Credit earned under the Service Request Resolution Time Service Levels in connection with the Services provided in such month.

SRs and Incidents for which the root cause is subject to any of the exclusions identified below, shall not be included in the Performance Against Service Description Service Level.

Maximum Aggregate Service Level Credit

The aggregate maximum Service Level Credit is six percent (6%) of the total fees paid for the Mission Critical Support for SaaS Services under this Service Description for the month in which the Service Level Credit accrued.

Exclusions

Notwithstanding any provision or interpretation of this Service Description to the contrary, Oracle's obligation to provide Service Level Credits shall be excused to the extent the failure to meet the applicable Service Levels: (a) occurs during a Planned Outage or during any other period in which the Services are temporarily suspended under the order; (b) is caused by changes to or failures of any equipment, hardware or infrastructure component not provided or managed by Oracle, including equipment owned or provided by You; (c) is caused by the Internet or any other connectivity or communication facility, which is outside of Oracle's control; (d) is caused by actions, omissions, delays or any type of failure of a Third Party Software vendor retained by You, a third party service provider retained by You, or any Third Party Software; (e) is caused by a force majeure event; (f) is caused by a declared Disaster; (g) is caused by Your failure to provide Your cooperation set forth in this Service Description; (h) results from any software bugs; (i) occurs within a Non-Production Environment; (j) is the result of application functional setup, configuration or functionality issues that are not within the scope of the Services; (k) results from Your request to limit Oracle work to resolve a Severity Level 1 Service Request to time periods that are less than 24 hours per day, seven days per week; (l) results from an event or failure which occurred prior to the effective date of Your order (e.g., pre-existing Service Requests); (m) results from recurrence of a Problem for which Oracle has identified and recommended a Release, patch or other fix that You have not allowed Oracle to implement in the Production Environment; (n) occurs in a month when you have consumed more than 10 percent of the annual Cloud Service Units identified in the [Service Maximums](#) table; (o) is the result of Your changes to access controls for the Services; (p) is caused by an issue where an SR has been raised with Oracle Product Support; (q) occurs because You failed to provide Oracle with the required access; or (r) is related to an Enhancement SR.

Mix of Severity Levels

It is expected that the mix of Severity Levels for SRs logged by You in connection with the Services will not exceed the percentage listed in the following table.

SR Severity Level Mix

Severity Level	Percentage of SRs
Severity Level 1 SRs and Severity Level 2 SRs	20% of all of Your SRs

If the number of Severity Level 1 and Severity Level 2 SRs logged by You exceeds 20 percent of the total number of SRs in three consecutive months, Oracle will work with You to (i) purchase additional Cloud Services Units (defined in the Services Maximums section below) to account for the increased number of Severity Level 1 and Severity Level 2 SRs, or (ii) attempt to identify the root cause and develop a plan for reducing the number of Severity Level 1 and Severity Level 2 SRs to the level identified in the SR Severity Level Mix table.

Service Maximums

The Services are subject to the following constraints (“Service Maximums”) and any additional Service Maximums documented in the Managed Services Exhibit, as applicable. If You have purchased either B93243 MCS – Oracle Mission Critical Support for SaaS, Premium or B92328 MCS – Oracle Mission Critical Support for SaaS, Configurable, the Service Maximums are documented in the Managed Services Exhibit.

Service Maximums

Service		MCS - Oracle Mission Critical Support for SaaS, Entry B95738/B95849 B95739/B95850	MCS - Oracle Mission Critical Support for SaaS, Basic B95740/B95851 B95741/B95852	MCS - Oracle Mission Critical Support for SaaS, Standard B95742/B95853 B95743/B95854	MCS - Oracle Mission Critical Support for SaaS, Advanced B95744/B95855 B95745/B95856
Primary Hours of Operation	Service Governance	Local Business Hours	Local Business Hours	Local Business Hours	Local Business Hours
	SRs and Regression Testing	8x5	8x5	8x5	8x5
	Severity Level 1 SRs and Critical Business Process Monitoring	24x7	24x7	24x7	24x7
Service Language		U.S. English	U.S. English	U.S. English	U.S. English
Initiation Phase		1 month	1 month	1 month	1 month
Onboarded Extensions and Integrations		25	50	75	100
Request System		My Oracle Support (MOS)			MOS or Your ticketing system
Account & Service Review Frequency		Monthly	Monthly	Monthly	Monthly

Service	MCS - Oracle Mission Critical Support for SaaS, Entry B95738/B95849 B95739/B95850	MCS - Oracle Mission Critical Support for SaaS, Basic B95740/B95851 B95741/B95852	MCS - Oracle Mission Critical Support for SaaS, Standard B95742/B95853 B95743/B95854	MCS - Oracle Mission Critical Support for SaaS, Advanced B95744/B95855 B95745/B95856
Operational Reporting Frequency	Weekly	Weekly	Weekly	Weekly
Functional Help Desk SRs ¹ per month	5	10	20	30
Annual Cloud Service Units ²	120	180	360	480
Quarterly Regression Test Scripts	15	30	45	60
Critical Business Processes	5	10	15	20

¹ Functional Help Desk SRs will expire at the end of each month if not consumed within each one month period beginning on the 1st of the month and ending on the last day of the month.

² Cloud Service Unit consumption is expected to remain level from month-to-month

Supplemental Resources

If included in Your order, Oracle will provide additional resources, remotely or on-site if indicated in Your order, up to the number of days¹ per resource role set forth in Your order (“Supplemental Resources”) to assist with one or more of the following activities, as applicable for the identified resource role included in Your order, in furtherance of the services provided under Your order for *Oracle Mission Critical Support for SaaS*:

1. Coordination and planning of Initiation Phase activities
2. Post go-live stabilization activities
3. Assistance with SRs related to the following:
 - a. Issue reproduction
 - b. Constructing a reproducible test case
 - c. Guidance related to potential workarounds
 - d. Guidance related to recommendations documented in the SR
4. Root cause analysis of high impact issues and Problems and associated completion of corrective actions
5. Coordination with Oracle development and support teams to address complex issues
6. Guidance and recommendations for functional and technical configuration changes in an effort to address service utilization and performance
7. Planning and execution of enhancements based on business requirements
8. Guidance on Oracle standards, practices, and mandatory Oracle updates across configurations
9. Release management, monitoring activities, risk management, and end user administration
10. Regression Testing planning and execution

11. Critical Process Management monitoring and response
12. Account and Service Reviews
13. Local language support

Your Cooperation and Service Assumptions

Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to the obligations in the Policies:

1. If the Request System will be Your ticketing system, (a) allow Oracle to access the Request System and its reporting capabilities; (b) provide Oracle with the functionality to segregate SRs from other queues in the Request System and define SRs in accordance with the severity levels defined above; (c) seamlessly transfer SRs between queues as required for triage and routing purposes; (d) provide Oracle with a monthly SR report to facilitate Cloud Service Unit tracking and balance reconciliation of Cloud Service Units; and (e) provide the ability to automatically calculate Service Level Targets.
2. Be responsible for Your, Your Users' and Your third parties' use of and access to networks, systems, and all Environments, including use of and access to Your Content and for compliance by You and such third parties with the terms of the Agreement, order, and this Service Description.
3. During the Initiation Phase, provide information about Your (a) Identified Supported Programs; (b) existing processes and procedures, including Critical Business Processes; (c) ticketing system if applicable; (c) functional and technical design documents; d) Regression Test Scripts and (e) installation and technical design documents for extensions and integrations required to support the Services.
4. Acknowledge that the Services may not be available for all Identified Supported Program Modules.
5. Provide Oracle with necessary user and role access to the Identified Supported Programs as required to deliver the Services. Application user accounts assigned to Oracle resources to deliver the Services may be excluded from Your subscription requirements for the Identified Supported Programs.
6. Authorize Oracle access to capture detailed Telemetry Data based on Your specifications and as required for Oracle to perform advanced monitoring analysis for Critical Business Processes as available for certain Supported Programs.
7. If Your cloud subscription includes Oracle Break Glass for Your Supported Programs provide Oracle with unique passwords every 14 calendar days to access Telemetry Data.
8. Acknowledge that Oracle may store Telemetry Data at Oracle locations worldwide for access by Oracle analysts as required to provide detailed business process execution analysis.
9. Provide Oracle access to Your Non-Production Environment to execute regression testing.
10. Submit any user requests to Your internal level 1 help desk or similar support layer for evaluation and documentation prior to submitting a Service Request to Oracle.
11. Submit Service Requests with sufficient information and detailed documentation as required for delivery of the Services.
12. Authorize Oracle to raise SRs, as required, in Oracle's support ticketing system on Your behalf.

13. If the Services are delivered in EUSC, as indicated in Your order, use the designated contact number to notify Oracle if a Severity Level 1 SR is created outside of Primary Hours of Operation. The Response Time and Resolution Time SLAs for the Severity Level 1 SR commence from the time You contact the designated number.
14. While an SR is at Severity Level 1 designate a Customer Contact that is available twenty-four (24) hours per day, seven (7) days per week to provide information requested by Oracle, answer questions, and participate in diagnostics.
15. Identify the Identified Supported Programs at the beginning of the Initiation Phase. Once identified, the number and type of Identified Supported Programs may not change. You may add a module to an existing Identified Supported Program by submitting an Extension, Integration, Testing SR as further detailed in the *Cloud Service Unit Catalog*.

Service Assumptions:

1. The activities described in the SR Prioritization section are not available for Pay as You Go (PAYG) subscriptions.
2. Delivery of the Services by Oracle is subject to the availability of the required and documented user roles and access. Your failure to provide the necessary access may restrict Oracle's ability to provide the Services and limit Oracle's obligation to provide Service Level Credits.
3. Oracle will follow the change and release management processes as mutually agreed during the Initiation Phase when making changes in Your Supported Program environments or to identified extensions based on Service Requests submitted by You.
4. The expected average number of execution runs per month per Critical Business Process is 150. If Critical Business Process runs exceed this monthly average for a duration of more than three (3) consecutive months, Oracle will discuss the following options with You: either (a) optimize the scheduling of the Critical Business Processes, or (b) increase the number of Critical Business Processes to manage the increased volume of Critical Business Process runs.
5. At Oracle's discretion, Your primary point of contact may communicate with You in Your local language; however, this resource will not provide translation support on Your behalf related to the Services.
6. In addition to U.S. English language, at Oracle's sole discretion, key Oracle delivery contacts may communicate with You in the following languages, where applicable: Arabic, Portuguese, and Spanish.

MCS - Oracle Mission Critical Support for SaaS, SaaS Plus

Part #	Service Offering
B96341	MCS - Oracle Mission Critical Support for SaaS, SaaS Plus – Standard Governance
B96342	MCS - Oracle Mission Critical Support for SaaS, SaaS Plus – Regional Governance

Description of Services

Oracle Mission Critical Support for SaaS, SaaS Plus (the “Services”) consists of the following operational assistance and assessment activities for Your OCI and/or PaaS services connected to Your SaaS applications for Your Supported Programs:

1. Services in accordance with and to supplement the established maximums of one (1) of the following services separately purchased by You (hereinafter “Pre-requisite Service”):

Pre-requisite Service for MCS - Oracle Mission Critical Support for SaaS, SaaS Plus – Standard Governance:

Part #:	Service Offering
B95849	MCS - Oracle Mission Critical Support for SaaS, Entry – Standard Governance
B95851	MCS - Oracle Mission Critical Support for SaaS, Basic – Standard Governance
B95853	MCS - Oracle Mission Critical Support for SaaS, Standard – Standard Governance
B95855	MCS - Oracle Mission Critical Support for SaaS, Advanced – Standard Governance

Pre-requisite Service for MCS - Oracle Mission Critical Support for SaaS, SaaS Plus – Regional Governance:

Part #:	Service Offering
B95850	MCS - Oracle Mission Critical Support for SaaS, Entry – Regional Governance
B95852	MCS - Oracle Mission Critical Support for SaaS, Basic – Regional Governance
B95854	MCS - Oracle Mission Critical Support for SaaS, Standard – Regional Governance
B95856	MCS - Oracle Mission Critical Support for SaaS, Advanced – Regional Governance

2. During the Initiation Phase identify the specific OCI and/or PaaS services connected to Your SaaS applications (“Identified OCI/PaaS Services”) and add the Identified OCI/PaaS Services to the joint plan.
3. Provide operational assistance for Your Identified OCI/PaaS Services, which may include assistance with (a) configurations; (b) Issues, Problems, and data management; or (c) production to test environment refreshes and integrations, (collectively, “Operational Assistance”), as detailed in the *Cloud Service Unit Catalog* and as requested by You in an SR, up to the number identified in the Service Maximums table.
4. Perform operational assessments to provide advice and guidance (“Operational Assessment”), as detailed in the *Cloud Service Unit Catalog*, which may consist of one of the following activities for each Operational Assessment:
 - a. Review one (1) of Your current Identified OCI/PaaS Services and provide a written summary of recommendations for Your service operation and/or capacity planning.
 - b. Perform a technology review of one (1) of Your current Identified OCI/PaaS Services and provide guidance for the adoption of the OCI/ PaaS Services including, but not limited to, change management, operational architecture, and identity and access management resources.


5. Receive and manage the following SR types submitted by You via the Request System:
 - a. SaaS Plus Operational Assistance SRs
 - b. SaaS Plus Operational Assessment SRs
6. Receive Your SR, evaluate Your SR to determine the SR type, manage Your SR, and execute Your SR as further detailed in the *Cloud Service Unit Catalog*:
 - a. For each Operational Assistance SR, Your monthly Operational Assistance SR balance, as identified in Your order, will be decremented until your monthly balance reaches zero. Once Your Operational Assistance SR balance reaches zero, Your CSU balance will be decremented by the number of CSUs for the Operational Assistance SRs specified in the *Cloud Service Unit Catalog*.
 - b. For each Operational Assessment SR, Your yearly Operational Assessment balance, as identified in Your order, will be decremented until your yearly balance reaches zero. Once Your Operational Assessment balance reaches zero, Your CSU balance will be decremented by the number of CSUs for the Operational Assessment SR specified in the *Cloud Service Unit Catalog*.

Service Maximums

The Services are subject to the following constraints (“Service Maximums”) to supplement the maximums documented in the applicable Pre-requisite Service.

Service Maximums

Service		MCS - Oracle Mission Critical Support for SaaS, SaaS Plus –Standard Governance Part# B96341	MCS - Oracle Mission Critical Support for SaaS, SaaS Plus – Regional Governance Part# B96342
Primary Hours of Operation	Service Governance	Local Business Hours	Local Business Hours
	Operational Assistance SRs and Operational Assessments	8x5	8x5
	Severity Level 1 SRs	24x7	24x7
Governance Resource Location		Offshore	In region
Request System		My Oracle Support	My Oracle Support
Number of Identified OCI/PaaS Services		Up to 3	Up to 3
Monthly Operational Assistance SRs ¹ – Configuration		Up to 2	Up to 2
Monthly Operational Assistance SRs ¹ – Issue, Problem and Data Management		1	1
Monthly Operational Assistance SRs ¹ – Environment Refresh and Integrations		1	1



¹ Operational Assistance SRs will expire at the end of each month if not consumed within each one month period beginning on the 1st of the month and ending on the last day of the month.

Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to the obligations in the Policies:

1. Purchase and maintain for the duration of the Services one of the applicable Pre-requisite Services listed above.