

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



Contract Number

26-316

SAP Number

### Human Resources

<b>Department Contract Representative</b>	Jordan Black
<b>Telephone Number</b>	909-388-0539
<b>Contractor</b>	Oracle America, Inc.
<b>Contractor Representative</b>	Henrik Beijar
<b>Telephone Number</b>	626-375-0411
<b>Contract Term</b>	August 5, 2026 to May 4, 2031
<b>Original Contract Amount</b>	\$418,559.25
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	\$418,559.25
<b>Cost Center</b>	
<b>Grant Number (if applicable)</b>	NA

**Briefly describe the general nature of the contract:** *Cloud Services Ordering Document 1223461314.a1, including nonstandard terms, for subscriptions to Oracle's guided learning services in the total contract amount of \$418,559.25 for the term of 57 months beginning August 5, 2026, through May 4, 2031.*

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ *Katelyn Ragon*  
Katelyn Ragon, Deputy County Counsel

Date 4/30/26

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ \_\_\_\_\_

Date \_\_\_\_\_



# ORDERING DOCUMENT

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

<b>Name</b>	SAN BERNARDINO COUNTY	<b>Contact</b>	Lynn Fyhrlund
<b>Address</b>	385 N Arrowhead Ave SAN BERNARDINO CA 92415	<b>Phone Number</b>	(909) 388-5501
		<b>Email Address</b>	lynn.fyhrlund@itd.sbcounty.gov

### New Subscription On or After: 23-Mar-2026 - Months 1 to 57

Services Period: 57 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B109431 - EDU Fusion ERPM Cloud Guided Learning Service - Hosted Named User	NORTH AMERICA	100	57 mo	2.30	13,110.00
B109604 - EDU Fusion HCM Cloud Guided Learning Service - Hosted Employee	NORTH AMERICA	1000	57 mo	0.32	18,297.00
<b>Subtotal</b>					<b>31,407.00</b>

### Update Subscription: 12 months from Cloud Services Start Date - Months 16 to 57

Services Period: 42 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B109604 - EDU Fusion HCM Cloud Guided Learning Service - Hosted Employee	NORTH AMERICA	28000	42 mo	0.32	377,496.00
<b>Subtotal</b>					<b>377,496.00</b>

### New Subscription On or After 23-Mar-2026

Services Period: 57 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B109194 - EDU Cloud Applications Senior Consultant User Adoption - Day	NORTH AMERICA	5	57 mo	1,931.25	9,656.25
<b>Subtotal</b>					<b>9,656.25</b>

Fee Description	Net Fee
Cloud Services Fees	418,559.25
<b>Net Fees</b>	418,559.25
<b>Total Fees</b>	418,559.25

## 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. AI Terms

- a. The Oracle Artificial Intelligence Terms ("AI Terms") apply to artificial intelligence ("AI") systems, and Your and Your Users' use of related AI functionality, that is included in Your Cloud Services. The AI Terms are included in the Service Specifications for Your Cloud Services and remain subject to update pursuant to the terms of Your Agreement. A current version of the AI Terms may be accessed at <https://www.oracle.com/contracts/>.

### 8. 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. 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.

### 2. Data Processing Agreement Exclusion for EDU Cloud Services

The Oracle Data Processing Agreement does not apply to the Cloud Services that contain "EDU" as the prefix in the name of the Cloud Services because such Cloud Services only allow a customer to input certain personal information, such as its own employees' names and business contact details, for which Oracle serves as a data controller and not a data processor.

### 3. 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.


### 4. 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	09-Apr-2026   2:49 PM PDT

**BILL TO / SHIP TO INFORMATION**

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

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.  
 LYNNA MONTE  
 Clerk of the Board of Supervisors of San Bernardino County  
 By:  Deputy





ORACLE

# Oracle Artificial Intelligence Terms

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Effective Date: September 26, 2025



## **SCOPE AND APPLICABILITY**

These Oracle Artificial Intelligence Terms (“AI Terms”) apply to AI Functionality (as defined below) in Your ordered Oracle Cloud Services (“Cloud Services”). Unless expressly stated otherwise in Your order, these AI Terms are incorporated as part of the Service Specifications for the Cloud Services. Your order for the Cloud Services, and their related Service Specifications, may include additional terms related to AI Functionality.

Capitalized terms used, but not defined, in these AI Terms, will have the meaning attributed to them in Your Oracle Cloud Agreement (as defined below). Unless otherwise expressly stated in Your order for Cloud Services, in the event of any inconsistencies between the terms of Your Oracle Cloud Agreement and these AI Terms, these AI Terms will control.

### **1. AI FUNCTIONALITY**

- 1.1 The operation of AI Functionality is described in the Service Specifications for the Cloud Services.
- 1.2 Oracle’s ability to deliver AI Functionality may be impacted by changes in (a) applicable law or regulations, or (b) the availability or functionality of Third-Party AI (as defined below). You acknowledge and agree that due to such changes, Oracle may need to modify or discontinue delivery of Third-Party AI or AI Functionality.

### **2. NONDISCLOSURE, SECURITY, AND PRIVACY**

- 2.1 Oracle will protect Your Content in the Cloud Services used with AI Functionality in accordance with our nondisclosure, security, and privacy obligations in Your Oracle Cloud Agreement.

### **3. ORACLE AI SYSTEM DEVELOPMENT PRACTICES**

- 3.1 Oracle has implemented practices that reflect Oracle’s commitment to develop AI Systems (as defined below) in the Cloud Services in a responsible manner that prioritizes accuracy, privacy, security, safety, fairness, and transparency (“Oracle AI System Development Practices”). The Oracle AI System Development Practices are aligned with applicable regulations and industry standards, including without limitation the European Union Artificial Intelligence Act, ISO/IEC 42001, and the NIST Artificial Intelligence Risk Management Framework, and are generally described in this section.
- 3.2 Oracle conducts a review of AI Systems prior to their deployment to assess their intended use, training data, accuracy, privacy, security, safety, fairness, transparency, and human-in-the-loop controls. Oracle conducts the AI System review again upon a material change to an AI System after deployment. The AI System review is designed to identify and mitigate risks of AI Systems. Oracle maintains documentation of the AI

System review, including an AI System report created upon completion of the AI System review.

3.3 Oracle will maintain means to track, inventory, and monitor AI Systems that have undergone an AI System review and have been deployed as required by applicable law.

3.4 Oracle periodically reviews and updates the Oracle AI System Development Practices, including to account for changes in applicable regulations and industry standards. The Oracle AI System Development Practices apply to AI Systems developed after April 1, 2025.

#### **4. COMPLIANCE WITH AI LAWS**

4.1 Oracle shall comply with all laws related to AI to the extent that such laws, by their terms, are expressly applicable to Oracle's provision of AI Functionality and Output (as defined below) and impose obligations directly upon Oracle in its role as an information technology services provider with respect to AI Functionality and Output. You shall comply with all laws related to AI to the extent that such laws, by their terms, are applicable to Your use and receipt of AI Functionality and Output and impose obligations directly upon You with respect to AI Functionality and Output.

4.2 Neither Oracle nor You shall provide or use AI Functionality or Output in a jurisdiction in a manner that is prohibited by applicable law in such jurisdiction (including under Article 5 of the European Union Artificial Intelligence Act).

#### **5. AI FUNCTIONALITY OUTPUT**

5.1 Output generated by AI Functionality ("Output") may not always be accurate, complete, up to date, or appropriate for Your intended use. Output may not be unique, and other customers may receive similar output from AI Functionality.

5.2 You are solely responsible for Your and Your Users use of AI Functionality and Output, and ensuring that You and Your Users review and independently verify the accuracy and appropriateness of AI Functionality and Output before its use. You and Your Users may not use any AI Functionality or Output to engage in regulated activity (such as healthcare, law, or finance) without complying with applicable regulations. You and Your Users may not use AI Functionality or Output as a substitute for any professional (such as healthcare, law, or finance) judgment or advice.

5.3 You or Your licensors retain all ownership and intellectual property rights in and to Your Content used with AI Functionality. As between You and Oracle, to the extent permitted under applicable law, You own all Output generated by AI Functionality based on Your Content ("Your Output"). Notwithstanding the foregoing, Oracle or its third-party licensors retain all ownership and intellectual property rights in and to the Cloud Services including AI Functionality, anything provided by or on behalf of Oracle

as part of the Cloud Services other than Your Output, and any derivative works thereof. Oracle may host, use, process, display and transmit Your Output to provide the Cloud Services pursuant to and in accordance with Your Oracle Cloud Agreement.

## **6. THIRD-PARTY AI, YOUR AI, AND DISCLAIMERS**

- 6.1 AI Functionality may use Third-Party AI. Third-Party AI may include third-party AI models which are hosted on third-party infrastructure and used to process Your Content in order to provide AI Functionality as described in the Service Specifications.
- 6.2 Your use of Third-Party AI may be subject to separate terms from the applicable third-party providers (“Separate Third-Party AI Terms”) as described in the Service Specifications. You acknowledge that Separate Third-Party AI Terms may include restrictions (including, as to input type, permitted uses, and geographic scope) applicable to Third-Party AI and Output. These restrictions may be greater than those set forth in these AI Terms and Your Oracle Cloud Agreement.
- 6.3 Where the Cloud Services permit You to use AI models or systems provided by You (“Your AI”), Your AI will be considered Your Content.
- 6.4 TO THE EXTENT NOT PROHIBITED BY LAW, OUTPUT AND THIRD-PARTY AI ARE PROVIDED AS PART OF THE CLOUD SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND ORACLE DISCLAIMS ALL WARRANTIES, INDEMNITIES, AND LIABILITIES ARISING FROM OR RELATED TO OUTPUT, THIRD-PARTY AI, AND YOUR AI.

## **7. INDEMNIFICATION**

- 7.1 In addition to Your indemnification obligations in Your Oracle Cloud Agreement, You will, to the extent not prohibited by law, defend and indemnify Oracle against any third-party claims arising from or relating to:
- Your failure to comply with Separate Third-Party AI Terms or the AI Functionality Acceptable Use Policy (as defined below).
  - Your Content in AI Functionality or Output.
  - Any dispute between You and any User or third-party arising from or relating to Your or Your Users’ use of AI Functionality or Output.

## **8. AI FUNCTIONALITY ACCEPTABLE USE POLICY**

- 8.1 You and Your Users must use AI Functionality and Output responsibly and in compliance with Your Oracle Cloud Agreement, including these AI Terms and applicable Separate Third-Party AI Terms. Your and Your Users’ use of AI Functionality and Output is subject to the Oracle Acceptable Use Policy in Your Oracle Cloud Agreement. In addition, unless otherwise expressly stated in Your order, You may not, and may not cause or permit others, to:

- Circumvent, bypass, or disable any safeguards or guardrails included in AI Functionality.
- Attempt to reconstruct or infer training data used in any AI model.
- Use Output to create, train, or improve other AI systems or AI models.
- Use AI Functionality or Output to exploit, abuse, or endanger children in any way.
- Intentionally deceive or mislead any individual or entity, including as to the use of AI Functionality in generation of Output, or to make false or defamatory statements or images, including the creation or use of deepfake technology (this Section 8.1 is the “AI Functionality Acceptable Use Policy”).

8.2 Any violation of the AI Functionality Acceptable Use Policy is subject to Oracle’s remedies for violation of the Oracle Acceptable Use Policy in Your Oracle Cloud Agreement.

## 9. DEFINITIONS

9.1 “AI Functionality” means artificial intelligence functionality supported by AI Systems in the Cloud Services.

9.2 “AI System” means a system that (a) constitutes one or more specific machine-based model(s) that is designed to operate with varying levels of autonomy, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments (b) for the functionality specified in the Service Specifications of the Cloud Services.

9.3 “Oracle Cloud Agreement” means (a) Your order for the Cloud Services, (b) the applicable master agreement referenced in such order, and (iii) the Service Specifications for the Cloud Services, including these AI Terms.

9.4 “Third-Party AI” means AI models, applications, data (including, data used in training AI models), or other content provided by third parties and used as part of AI Functionality.

9.5 For NetSuite, the following terms in these AI Terms will have the same meaning as the indicated defined terms from Your Oracle Cloud Agreement: “Your Content” and “Customer Data”; “Service Specifications” and “Oracle NetSuite Written Materials”; “You” and “Customer”; and “order” and “Estimate/Order Form”.

9.6 For Oracle Health, the following terms in these AI Terms will have the same meaning as the indicated defined terms from Your Oracle Cloud Agreement: “Cloud Services” and “Recurring Services” and “Transaction Services”, excluding Third Party Offerings; “Your Content” and “Data”; “Service Specifications” and “Solution Descriptions”, “Oracle Health Security Practices”, and “Shared Computing Services Descriptions”; “You” and “Client”; and “order” and “Ordering Document”.