

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) 388-5501
		Email Address	lynn.fyhrlund@itd.sbcounty.gov

New Subscription: Upon Cloud Services Start Date (Months 1 - 60)

Services Period: 60 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
Human Capital Management					
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	NORTH AMERICA	13000	60 mo	0.60	468,000.00
B87388 - Oracle Fusion Human Resource Help Desk Cloud Service - Hosted Employee	NORTH AMERICA	13000	60 mo	0.16	124,800.00
B87675 - Oracle Fusion Recruiting Cloud Service - Hosted Employee	NORTH AMERICA	13000	60 mo	0.32	249,600.00
B95763 - Oracle Fusion Recruiting Booster Cloud Service - Hosted Employee	NORTH AMERICA	13000	60 mo	0.12	93,600.00
B89482 - Oracle Fusion Workforce Health and Safety Incidents Cloud Service - Hosted Employee	NORTH AMERICA	13000	60 mo	0.08	62,400.00
B89448 - Oracle Fusion Advanced Human Capital Management Controls Cloud Service - Hosted Employee	NORTH AMERICA	13000	60 mo	0.12	93,600.00
B95499 - Oracle Fusion HCM Communicate Cloud Service - Hosted Employee	NORTH AMERICA	13000	60 mo	0.08	62,400.00
B94925 - Oracle Fusion Talent Management Cloud Service - Hosted Named User	NORTH AMERICA	13000	60 mo	0.28	218,400.00
B95573 - Oracle Fusion Touchpoints Cloud Service - Hosted Named User	NORTH AMERICA	13000	60 mo	0.08	62,400.00
B98207 - Oracle Fusion Workforce Scheduling Cloud Service - Hosted Named User	NORTH AMERICA	1000	60 mo	0.28	16,800.00
B110322 - Oracle Fusion Payroll Cloud Service for United States - Hosted Compensated Individual	NORTH AMERICA	13000	60 mo	0.28	218,400.00
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	NORTH AMERICA	13000	60 mo	0.12	93,600.00
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	60 mo	250.00	15,000.00
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	60 mo	250.00	15,000.00
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	60 mo	250.00	15,000.00
B87365 - Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud - Each	NORTH AMERICA	1	60 mo	333.33	20,000.00

Services Period: 60 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B85242 - Oracle Fusion Learning Cloud Service - Hosted Named User	NORTH AMERICA	13000	60 mo	0.20	156,000.00
B95657 - Oracle Fusion Learning Connect Cloud Service - Hosted Named User	NORTH AMERICA	13000	60 mo	0.08	62,400.00
B109620 - Oracle Fusion Workforce Compensation Cloud Service - Hosted Compensated Individual	NORTH AMERICA	13000	60 mo	0.16	124,800.00
B110976 - Oracle Cloud Success Protection Service for SaaS	NORTH AMERICA	1	60 mo	2,644.63	158,677.50
B111574 - Oracle Fusion Custom AI Agents for HCM Cloud Service - AI Agent per Employee	NORTH AMERICA	1000	60 mo	0.10	6,000.00
B111575 - Oracle Fusion AI Agents Additional Tokens Cloud Service - 1 Billion Pooled Tokens	NORTH AMERICA	10	60 mo	250.00	2,500.00
Fusion Analytics					
B92354 - Fusion HCM Analytics - Hosted Employee Per Month	Customer Selected	13000	60 mo	0.20	156,000.00
B110976 - Oracle Cloud Success Protection Service for SaaS	Customer Selected	1	60 mo	195.00	11,700.00
Cross Product Services					
B91939 - Oracle Digital Assistant Platform for SaaS - Hosted Employee	NORTH AMERICA	13000	60 mo	0.12	93,600.00
B110976 - Oracle Cloud Success Protection Service for SaaS	NORTH AMERICA	1	60 mo	117.00	7,020.00
Subtotal					2,607,697.50

New Subscription

Services Period: 60 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
Enterprise Performance Management					
B91074 - Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Named User	NORTH AMERICA	100	60 mo	20.00	120,000.00
B91077 - Oracle Additional Application for Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Environment	NORTH AMERICA	1	60 mo	0.00	0.00
B110975 - Oracle Cloud Success Protection Service for SaaS - Base Fee	NORTH AMERICA	1	60 mo	3,000.00	180,000.00
B110976 - Oracle Cloud Success Protection Service for SaaS	NORTH AMERICA	1	60 mo	150.00	9,000.00
Enterprise Resource Planning					
B86732 - Oracle Fusion Enterprise Contracts Cloud Service - Hosted Named User	NORTH AMERICA	50	60 mo	6.00	18,000.00
B110976 - Oracle Cloud Success Protection Service for SaaS	NORTH AMERICA	1	60 mo	22.50	1,350.00
Subtotal					328,350.00

Update Subscription: 18 Months from Cloud Services Start Date (Months 19 - 60)

Services Period: 42 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
Fusion Analytics					
B92354 - Fusion HCM Analytics - Hosted Employee Per Month	Customer Selected	16000	42 mo	0.20	134,400.00
B110976 - Oracle Cloud Success Protection Service for SaaS	Customer Selected	1	42 mo	240.00	10,080.00
Cross Product Services					

Services Period: 42 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B91939 - Oracle Digital Assistant Platform for SaaS - Hosted Employee	NORTH AMERICA	16000	42 mo	0.12	80,640.00
B110976 - Oracle Cloud Success Protection Service for SaaS	NORTH AMERICA	1	42 mo	144.00	6,048.00
Human Capital Management					
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	NORTH AMERICA	16000	42 mo	0.60	403,200.00
B110976 - Oracle Cloud Success Protection Service for SaaS	NORTH AMERICA	1	42 mo	3,706.50	155,673.00
B87388 - Oracle Fusion Human Resource Help Desk Cloud Service - Hosted Employee	NORTH AMERICA	16000	42 mo	0.16	107,520.00
B87675 - Oracle Fusion Recruiting Cloud Service - Hosted Employee	NORTH AMERICA	16000	42 mo	0.32	215,040.00
B95763 - Oracle Fusion Recruiting Booster Cloud Service - Hosted Employee	NORTH AMERICA	16000	42 mo	0.12	80,640.00
B89482 - Oracle Fusion Workforce Health and Safety Incidents Cloud Service - Hosted Employee	NORTH AMERICA	16000	42 mo	0.08	53,760.00
B89448 - Oracle Fusion Advanced Human Capital Management Controls Cloud Service - Hosted Employee	NORTH AMERICA	16000	42 mo	0.12	80,640.00
B95499 - Oracle Fusion Communicate Cloud Service - Hosted Employee	NORTH AMERICA	16000	42 mo	0.08	53,760.00
B94925 - Oracle Fusion Talent Management Cloud Service - Hosted Named User	NORTH AMERICA	16000	42 mo	0.28	188,160.00
B95573 - Oracle Fusion Touchpoints Cloud Service - Hosted Named User	NORTH AMERICA	16000	42 mo	0.08	53,760.00
B109620 - Oracle Fusion Workforce Compensation Cloud Service - Hosted Compensated Individual	NORTH AMERICA	16000	42 mo	0.16	107,520.00
B98207 - Oracle Fusion Workforce Scheduling Cloud Service - Hosted Named User	NORTH AMERICA	3000	42 mo	0.28	35,280.00
B110322 - Oracle Fusion Payroll Cloud Service for United States - Hosted Compensated Individual	NORTH AMERICA	16000	42 mo	0.28	188,160.00
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	NORTH AMERICA	16000	42 mo	0.12	80,640.00
B85242 - Oracle Fusion Learning Cloud Service - Hosted Named User	NORTH AMERICA	16000	42 mo	0.20	134,400.00
B95657 - Oracle Fusion Learning Connect Cloud Service - Hosted Named User	NORTH AMERICA	16000	42 mo	0.08	53,760.00
B111574 - Oracle Fusion Custom AI Agents for HCM Cloud Service - AI Agent per Employee	NORTH AMERICA	57000	42 mo	0.10	239,400.00
Subtotal					2,462,481.00

Fee Description	Net Fee
Cloud Services Fees	5,398,528.50
Net Fees	5,398,528.50
Total Fees	5,398,528.50

A. Terms of Your Order

1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-FEC-80566745 (“Master Agreement”).

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.

8. Pay As You Go

Notwithstanding anything to the contrary, charges for all Pay as You Go usage will be billed monthly in arrears with immediate payment terms. You will receive separate invoices if ordering additional Cloud Services.

B. Additional Order Terms

1. Business Associate Agreement

You and Oracle have executed the Business Associate Agreement (the “BAA”) attached as Exhibit B of the Master Agreement and expressly incorporated into this order. So long as You maintain a license to Part B87365 - Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud – Each, the Oracle Cloud Services under this order will be covered by Oracle's HIPAA assessment and the BAA applies to such Cloud Services. If You terminate Your subscription to any of the applicable Part(s) listed above but continue Your subscription to the other Cloud Services, then the other Cloud Services will no longer be covered by Oracle's HIPAA assessment for such Cloud Services and the BAA will no longer apply to such Cloud Services.

2. 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” 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.

3. Service Continuity SLO.

Notwithstanding anything to the contrary in the Oracle SaaS Pillar Document, for the Oracle Human Capital Management (HCM) Cloud Services and the Oracle Fusion Enterprise Resource Planning (ERP) Cloud Services acquired under this Order, the Recovery Time Objective (RTO) will be four (4) hours.

4. Root Cause Analysis

The following applies to the Oracle Fusion Human Capital Management Cloud (HCM) Cloud Services, the Oracle Fusion Enterprise Resource Planning (ERP) Cloud Services, and the Oracle Enterprise Performance Management (EPM) Cloud Services included in this order: Oracle follows defined practices to respond to service interruptions and will provide, for the impacted Cloud Services acquired under this order, a Root Cause Analysis (RCA) for qualified or significant service interruption events, as determined by Oracle in accordance with its incident management policies. Where an RCA is provided, Oracle will use commercially reasonable efforts to deliver the RCA within ten (10) business days following incident resolution. The RCA will include a summary of findings and corrective actions or mitigation measures, as Oracle deems applicable.

5. Termination in Favor

Notwithstanding any provision or interpretation of the Agreement to the contrary, You have a one-time right to terminate the SaaS Cloud Services in this order (this "Current Order") at any time during the initial Services Period with prior written notice to Oracle, provided that (i) You have timely paid all fees due and payable as required in this Current Order and have fulfilled all other material obligations under this Current Order and the Agreement, and (ii) on or before the Termination Date, You execute with Oracle a separate order and PO (if required by You for payment) for the purchase of Qualifying SaaS Cloud Services referencing a valid Oracle master agreement with a Services Period of the same duration as this Current Order and annual net SaaS Cloud Services fees in such new order which equal or exceed the annual net SaaS Cloud Services fees in this Current Order.

"Qualifying SaaS Cloud Services" are those SaaS Cloud Services that are in the same pillar as the SaaS Cloud Services being terminated in this Current Order (e.g., HCM, ERP, CX as noted in the Service Descriptions).

The termination will be effective on the last day of the month following the month in which Oracle received Your notice of termination (the "Termination Date"). As of the Termination Date, You will receive a credit equal in value to the pro-rata portion of unused prepaid fees for the SaaS Cloud Services acquired under this Current Order to be applied towards the purchase of Qualifying SaaS Cloud Services; such credit may not be applied towards existing invoices, renewals or the acquisition of any other services other than the Qualifying SaaS Cloud Services. Upon the Termination Date, You will no longer have any right to access or use the SaaS Cloud Services being terminated under this Current Order nor will You be able to reinstate those Services. However, any Services acquired under this Current Order other than the terminated SaaS Cloud Services will remain in full force and effect, and governed by the terms of such order.

6. Option Periods

You shall have an option to renew your subscription for the same services listed in the table above at the same usage limits for five (5) additional 12-month renewal periods (each an "Option Period") for the fees specified in the table above. Professional Services are not included in the Option Periods.

Option Period 1 (commencing the day after the last day of the Services Period specified on this order): \$[Total 12 -month annualized Cloud Services fees for the Services Period under this order] x 1.03

Option Period 2: \$[Total 12 -month annualized Cloud Services fees for Option Period 1] x 1.03

Option Period 3: \$[Total 12 -month annualized Cloud Services fees for Option Period 2] x 1.03

Option Period 4: \$[Total 12 -month annualized Cloud Services fees for Option Period 3] x 1.03

Option Period 5: \$[Total 12 -month annualized Cloud Services fees for Option Period 4] x 1.03

You must provide Oracle a minimum of 30 days' notice prior to the expiration of a service term of your intent to exercise an Option Period and execute an order for the new option period prior to the expiration date of the existing services period. The Cloud Services listed above may not be renewed at the Option Period pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order.

7. Rebalancing

Notwithstanding anything to the contrary in this order and subject to the conditions specified below, You have the option to re-allocate the User and Usage quantities ("Rebalance" or "Rebalancing") among the Oracle SaaS Cloud Services listed in this order and still in effect at the time of the Rebalancing, provided that:

- a. You may only Rebalance with respect to subscription SaaS Cloud Services (e.g., bases and options) and You may not apply Rebalancing to other services (such as IaaS, PaaS, GIU, managed services or professional/consulting services), or any products that have pooled usage, or in conjunction with any Oracle Cloud promotions
- b. You may Rebalance once within the first 12 months from the Cloud Services Start Date of this order, and once within the following 12 month period;
- c. You provide Your Oracle sales representative with 30 days prior written notice of Your intent to exercise the Rebalance, and You issue a new PO (if required by You for payment) for the new or amended order with a new invoicing schedule;
- d. You enter into a new or amended order reflecting the results of the Rebalance before the Rebalance is effective;
- e. Your annual renewable revenue has not decreased; and
- f. Rebalancing conversions are based on the net prices of the applicable SaaS Cloud Services as set forth in this order.

8. Data Center Region

Notwithstanding anything to the contrary in the Product Table above, the Oracle Fusion Human Capital Management Cloud Service, Oracle Fusion Enterprise Resource Planning Cloud Service, Oracle Enterprise Performance Management Cloud Service and Oracle Digital Assistant Platform for SaaS Cloud Service acquired under this Order (as set forth in the Product Table) will be hosted in data centers located within the United States. The Fusion Analytics Service is indicated with a Data Center Region of "Customer Selected", this Service will be provisioned in a Data Center You select in the Oracle Cloud Portal.

9. Successor Cloud Services

a. During the Services Period, and any subsequent renewals, if Oracle makes available a Successor Cloud Service (defined below) to its commercial customers, Oracle will provide You with access to the Successor Cloud Service and the right to use the Successor Cloud Service in lieu of a Cloud Service ordered under this order (the "Originally Ordered Cloud Service"), provided that:

(i) Oracle is no longer supporting or otherwise making the Originally Ordered Cloud Service generally available to its commercial customers (End of Life) and Oracle does not designate or offer an upgrade to the version of the Originally Ordered Cloud Service (see the Oracle Cloud Change Management Policy); (ii) You are current on all payments under this order; and (iii) Oracle is currently making available to its other similarly situated customers a Successor Cloud Service to replace the Originally Ordered Cloud Service for no additional fee for the upgrade to the Successor Cloud Service (subject to the terms in this section). A "Successor Cloud Service" is a Cloud Service that (a) includes substantially similar functionality and features as the Originally Ordered Cloud Service, (b) that Oracle designates to replace the Originally Ordered Cloud Service and (c) that Oracle makes generally available in production status to its commercial customers.

b. Your right to use the Successor Cloud Service is subject to the terms and conditions of this order and the Agreement. Any Service Specifications applicable to the Successor Cloud Service (such as the Oracle Cloud Hosting and Delivery Policies, service descriptions and Program Documentation) shall be incorporated into this order upon Your first use of the Successor Cloud Service. To enable use of the Successor Cloud Service, Oracle may require that You perform certain administrative steps, such as submitting a Service Request or placing an add-on order for that Service. Your use of the Successor Cloud Service shall not extend beyond the duration of the Services Period for the Originally Ordered Cloud Service acquired by You under this order. Any use beyond that Services Period must be pursuant to a separate order. Notwithstanding the foregoing, You will be able to renew the Successor Cloud Service subject to the renewal section as specified above.

c. Your use of the Successor Cloud Service shall be at the fees chargeable for the Originally Ordered Cloud Service set forth in this order; however, additional fees will apply if Your usage of the Successor Cloud Service (whether alone or in combination with the Originally Ordered Cloud Services) exceeds the quantity of the Originally Ordered Cloud Service (including user licenses) set forth in this order. If there are non-recurring professional service fees, such as one-time fees, those will be placed in a separate order. If the Successor Cloud Service is offered under a different metric than the Originally Ordered Cloud Service, then Oracle will specify the quantity of the Successor Cloud Service equivalent to that of the Originally Ordered Cloud Service.

10. 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

Signature _____

Name Dawn Rowe

Title Chair, Board of Supervisors

Signature Date _____

Oracle America, Inc.

Signature _____

Name Michael Estrada

Title Director - Customer Deal Desk

Signature Date _____

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