

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



Contract Number

26-313

SAP Number

Human Resources

Department Contract Representative	Jordan Black
Telephone Number	909-388-0539
Contractor	Oracle America, Inc.
Contractor Representative	Henrik Bejar
Telephone Number	626-375-0411
Contract Term	May 5, 2026 to May 4, 2031
Original Contract Amount	\$491,936
Amendment Amount	
Total Contract Amount	\$491,936
Cost Center	
Grant Number (if applicable)	NA

Briefly describe the general nature of the contract: *Professional Services Ordering Document US-21044168 for technical design and implementation assistance to establish and operationalize a secure cloud infrastructure for legacy records in the total contract amount of \$491,936 for the period beginning May 5, 2026, through May 4, 2031.*

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Kaleigh Ragon, Deputy County Counsel

Date 4/30/26

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____



PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: US-21044168

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: San Bernardino County Your Address: 851 E. Cooley Dr. Colton, CA 92324
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Oracle Representative:	Joel Steadley	Your Billing Contact:	Cody Barnes
Address:	17901 Von Karman Avenue Irvine, CA 92614	Address:	851 E. Cooley Dr. Colton, CA 92324
Phone Number:	213-309-5245	Phone Number:	909-388-5524
Email Address:	joel.steadley@oracle.com	Email Address:	cody.barnes@itd.sbcounty.gov

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

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Fixed Price Services	Exhibit 1	\$0.00	\$0.00	\$0.00
Fixed Price Services	Exhibit 2	\$491,936.00	\$0.00	\$491,936.00
Total Fees and Estimated Expenses				\$491,936.00

A. TERMS

1. Applicable Master Agreement:

This order incorporates by reference the Master Agreement **US-OMA-FEC-80566740** and all amendments and addenda thereto (collectively, the "Master Agreement"). "You" and "Your" refers to San Bernardino County, the entity that has ordered services from Oracle America, Inc. ("Oracle")

2. **Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at <https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf> apply to and are incorporated into this order. The Policies, current as of the ordering document effective date, are attached hereto as Exhibit A.

3. **Payment Terms:** Net 30 days from invoice date.

4. **Currency:** US Dollars.

5. **Offer Valid through:** 22-MAY-2026.

6. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.

7. **Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.

8. **Rights Granted:**

Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and

deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
2. This order 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 order (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 order upon request.
3. Audit of Invoices.
Upon Your written request, Oracle will provide documentation to support the fees and expenses invoiced for the Services, provided You: (a) identify the applicable ordering document and invoice numbers and dates; (b) make such request within six (6) months of the date of the applicable invoices; and (c) have a good-faith belief of errors in the invoices.
4. Audit of Security Practices.
Nothing in this order is intended to, or shall, limit Your audit rights under the Data Processing Agreement for Oracle Services.
5. Drug- and Alcohol-Free Workplace.
Oracle policy prohibits the use of drugs and alcohol in the workplace; specifically: (a) the use, possession, distribution, manufacture, purchase, or transfer of illegal drugs; and (b) reporting to work or driving a vehicle while using illegal drugs or under the influence of alcohol.
6. Invoice Dispute.
If You receive an invoice and in good faith believe that an invoice for the Services is incorrect, You shall notify Oracle of the alleged error within the payment period applicable to the Services (the "Payment Period"). You and Oracle agree to use commercially reasonable efforts to resolve the alleged error within the Payment Period. If You and Oracle come to agreement during the Payment Period on an adjusted amount, You shall promptly pay the agreed-upon amount within the Payment Period; otherwise, You will pay the invoiced amount before the end of the Payment Period, and You and Oracle agree to continue to use commercially reasonable efforts to resolve the alleged error after the Payment Period.
7. Dispute Resolution.
In the event of any dispute or disagreement arising out of or relating to the Master Agreement or this order (the "dispute"), the parties will endeavor to resolve it in accordance with this section. Either party may invoke this section by providing the other party with written notice of the dispute and a description of the issues. Each party will appoint a Vice President (or similar executive) to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may begin until either Vice President (or similar executive) concludes, after a good-faith effort to resolve the dispute, that resolution through continued discussion is unlikely. The parties shall refrain from exercising any termination right and shall continue to perform their respective obligations under the Master Agreement and this order while the parties endeavor to resolve the dispute, provided that any party alleged to be in breach promptly makes good-faith efforts to cure the breach.

8. Background Checks.

Oracle, or its agent, has performed a background check on Oracle employees hired on or after January 1, 2003 in the United States. As of the ordering document effective date, the background check is used to attempt to: (a) ascertain an employee's previous employment with up to three (3) employers within the five (5) years preceding the date of the check; (b) ascertain an employee's highest degree earned; (c) assess any public criminal records uncovered for an employee within the seven (7) years preceding the date of the check; and (d) check for matches on the Office of Foreign Asset Control's Specially Designated Nationals and Foreign Sanctions Evaders Lists. The background check is adjudicated by Oracle. Checks are conducted to the extent not prohibited by law, and to the extent records are accessible employing commercially reasonable efforts and accessed at the time of the check by Oracle or its agent. While all criminal records are individually assessed in accordance with applicable laws and agency guidance, generally, significant crimes involving violence, dishonesty, and certain drug-related offenses are considered disqualifiers, except where a diversion program was successfully completed and/or the case was discharged or judicially dismissed. In general, international transfers and individuals with valid United States government issued security clearance are not subject to a background check. Processing and procedural variances may apply to students/interns, university recruiting hires, and to employees of companies acquired by Oracle.

9. Termination.

You may terminate this order without cause by providing Oracle with thirty (30) business days prior written notice. The effective date of termination under this section shall be the end of the thirtieth (30th) business day after Oracle receives written notice of termination from You. You shall pay fees and expenses (including those expenses for which Oracle has already become obligated in connection with contemplated Services) and taxes through the termination effective date. The fee for a completed deliverable shall be the fee stated in the exhibit for such deliverable. The fees for an incomplete deliverable shall be calculated and invoiced on a time and materials basis, at Oracle's standard time and materials rates in effect when the Services are performed, but shall not exceed the fee stated in the exhibit for such deliverable. You and Oracle each will use reasonable efforts to minimize fees and expenses in the event of such termination.

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 mail 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.
Authorized Signature: 	Signed by: 
Name: <u>Dawn M. Rowe</u>	Name: <u>James Kamm</u>
Title: <u>Chair, Board of Supervisors</u>	Title: <u>Director</u>
Signature Date: <u>MAY 05 2026</u>	Signature Date: <u>04-May-2026 2:23 PM PDT</u>
Ordering Document Effective Date: _____	<i>{to be completed by Oracle}</i>



Your Name: San Bernardino County
Ordering Document Number: US-21061545
Exhibit Number: 1

1. Description of Services.

A. For a period not to exceed seven (7) consecutive months from a mutually agreed upon start date (the “services period”) unless a change to services period is mutually agreed upon in writing, Oracle will provide up to one hundred and two (102) person days of assistance with the following activities:

1. Project Management Services.

- a. Work with You to create a project management plan (“PMP”) document for the Services. The PMP will provide an overview of the project management methodology and governance process, including:
 - i Scope management.
 - ii Work management and resourcing.
 - iii Risk management.
 - iv Issue management.
 - v Project Change Control.
 - vi Communications management.
- b. Create an Oracle Work Plan (“OWP”), which describes the following:
 - i The Project tasks and estimated durations.
 - ii The Project schedule.
 - iii The Project task dependencies, if any.
- c. Work with You to create an overall project plan for You that consists of Your Project tasks, scheduling, and dependencies, and does not conflict with the OWP.
- d. Conduct regular project management meetings with Your designated project manager(s) as mutually agreed.
- e. Provide a status report at the conclusion of each regular project management meeting documenting the outcomes and action items.
- f. Review risks, actions, issues, budget and any scope changes identified by Oracle resource(s) during the performance of Services, with Your project manager.
- g. Conduct a regular review of the OWP and Your Project work plan with Your project manager(s) as mutually agreed.
- h. Create and share an Engagement Summary with key findings, and recommendations, if any.

2. Oracle Database Project Management Services.

- a. Review Oracle Cloud Infrastructure (“OCI”) Database Management requirements, configure private endpoints, and enable Database Management for up to two (2) target databases.

2. Fees, Expenses, and Taxes.

- A. You acknowledge and confirm that You are permitted by all applicable laws, regulations, policies and directives to accept the Services without a fee and such acceptance does not constitute an unlawful gift, benefit or inducement by Oracle to You to enter into this order or any other agreement for Oracle products and services. You agree that You will not accept the Services if You are not permitted to do so under any laws, regulations, policies and directives applicable to You.

Installment No.	Installment Date	Payment Amount
1	Upon Your signature of the Ordering Document	\$0.00
Total Fixed Fee		\$0.00

Any expenses will be invoiced monthly. Oracle shall comply with San Bernardino County Travel Management Policies 08-02 and 08-02 SP1, as may be amended from time to time, with respect to all travel undertaken in connection with

this Contract. San Bernardino County shall reimburse Oracle only for travel expenses that are reasonable, necessary, actually incurred, and directly related to performance of the Services. Oracle shall use the lowest reasonable cost available to the San Bernardino County for transportation, lodging, and other travel arrangements. Meal expenses may be reimbursed only for actual, reasonable, and necessary costs incurred for breakfast, lunch, and dinner, and shall not exceed the applicable General Services Administration (GSA) per diem meal rate for the travel location. Lodging expenses may be reimbursed only for actual, reasonable, and necessary costs for nights reasonably required to perform the Services, using the lowest reasonable available rate. Lodging costs in excess of the applicable GSA lodging rate for the travel location must be approved by San Bernardino County in writing in advance or, if advance approval is not feasible, supported by documentation satisfactory to County establishing that no reasonable lodging was available at or below such rate. Mileage for authorized use of a privately owned vehicle shall be reimbursed at the then-current Internal Revenue Service standard mileage rate. Contractor shall submit to County, on a monthly basis, an itemized statement identifying the travel dates, destination, business purpose, and each reimbursable item claimed and, for mileage claims, the origin, destination, and number of miles traveled. Contractor shall retain and, upon County's request, provide receipts and other supporting documentation sufficient to verify each claimed expense for three (3) years to align with IRS requirements. County shall not reimburse any expense that is unreasonable, inadequately documented, not actually incurred, unrelated to performance of the Services, or otherwise inconsistent with this Contract or applicable County policy provided (a) compliance does not place Oracle's resources in unsafe conditions or expose Oracle's resources to undue risk; (b) notwithstanding anything to the contrary in such guidelines, Oracle resources will make all travel arrangements through, and using, Oracle's travel providers, and Oracle will provide only copies of receipts and only for any expenses totaling more than twenty-five dollars (\$25); (c) You provide at least fifteen (15) days of prior written notice of any change to Your expense guidelines; and (d) Oracle's failure to adhere to any changes made to Your expense guidelines shall not limit Your responsibility to reimburse Oracle for reasonable expenses.

3. Project Management.

San Bernardino County and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services. San Bernardino County project manager shall have the authority to approve Services on Your behalf. Oracle shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

4. San Bernardino County's Cooperation.

Subject to the terms in the Policies, the below obligations apply in addition to those in the Policies. You acknowledge that if Oracle's cost of providing Services is increased because of Your failure to fulfill the below obligations or cooperate with Oracle or because of any other circumstance outside of Oracle's control, then You agree to pay Oracle for such increased costs.

A. General Obligations.

1. Provide Oracle written notice at least two (2) weeks prior to your desired start date for the Services under this exhibit. Start date can be no later than three (3) months from the Ordering Document effective date.
2. Provide Oracle with a written notice to change the established work schedule a minimum of two (2) weeks prior to the date You desire such change to be implemented.
3. Acknowledge that Oracle resources will not typically perform services on holidays recognized by Oracle or on weekends. However, with Your permission, Oracle resources may choose to perform services on such holidays and/or weekends.

B. Project Management Obligations.

1. Collaborate with Oracle to assist with the preparation of the PMP. Resolve Project issues as set forth in the PMP. Project issues must be mitigated as follows: no more than three (3) business day for critical issues and no more than five (5) business days for non-critical issues.
2. Designate a project manager who shall take the lead with coordinating and ensuring performance of Your obligations under this Services document, and who shall be available to work directly with the Oracle project manager daily.
3. Work with Oracle to review and mutually agree upon the OWP prior to the end of first full business week immediately following the start date of the Services.
4. Support the Project in accordance with the PMP and Your Project plan.
5. To avoid delays on the Project, and unless otherwise specified in this Services exhibit, You will respond to request(s) for assistance or information made by Oracle within turnaround times listed in the table below.

Request Type	Maximum Turnaround Time (Business Days)
Review of a document	Seven (7)
Information, clarification, or documentation related to the Services	Seven (7)
Meetings	Seven (7)

6. Ensure that business events within Your control and other initiatives will not adversely affect the Project.
7. Ensure that Your project manager is the single point of contact ("POC") for Project communications, especially with the Oracle project manager.
8. Designate all application and Asset stakeholder(s) and system infrastructure and Asset administrator(s) prior to the commencement of Services.
9. Ensure Your POC will provide Your final decisions related to the project within seven (7) business days of the associated request made by Oracle. In the event the decision will require Board review and approval, the decision will be based upon the Board's schedule.
10. Provide the outage windows as mutually agreed by Oracle and You to facilitate the performance of Services under this Exhibit.

5. Project Assumptions.

A. General Project Assumptions.

1. The person days must be used within the services period. Any person days not used within the services period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused person days. In order for Oracle to provide additional or different services, or to perform the Services after the services period, Oracle and You must mutually agree upon a separate ordering document and exhibit for such services.
2. The specific person days or activities identified in Section 1 above shall be provided and performed in Oracle's sole discretion.
3. For avoidance of doubt, there are no fees due for Services performed under this exhibit unless You and Oracle agree in an amendment that Oracle will continue to provide Services and shall be subject to Oracle's change control process as described in the Policies.
4. A "Month" is defined as a period of thirty (30) consecutive calendar days commencing on the Start Date or the day following the conclusion of the preceding Month. For example, Month 1 is the period of thirty (30) consecutive calendar days from the Start Date. Month 2 is the period of thirty (30) consecutive calendar days following the conclusion of Month 1.
5. The Services will be delivered with a mix of onshore and offshore resources from Oracle.
6. Services will be performed from 9 AM to 5 PM Monday through Friday Pacific Time, except as otherwise mutually agreed upon. Offshore resources will be limited to early morning times when working with Your staff in US Pacific time zone.
7. Oracle will at its sole discretion determine the number and manner in which resources are assigned to perform the Services.
8. Design and implementation decisions made during an earlier phase of the Services, will be the basis for subsequent tasks.
9. Any changes to the scope of services including, but not limited to, changes in, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of the Services will be subject to Oracle's Change Control Process as described in Policies of the Ordering Document.
10. In order to make a change to the scope of services, You shall submit a written request to Oracle specifying the proposed changes in detail ("Change Request") using Oracle's Change Control Process as described in Policies of the Ordering Document. After receipt of a Change Request, Oracle will submit to You anticipated changes in the delivery schedule that may result from the Change Request.

11. You and Oracle may mutually agree to alter the workplan, including the schedule. However, any substantive changes to the workplan that affect the effort shall be subject to Oracle's Change Control Process as described in Policies of the Ordering Document.
12. Standard functionality is defined in applicable standard Oracle software documentation.
13. Software customizations or modifications are not included in the Services.
14. Technical support for Oracle software and hardware is offered by Oracle Support Services under a separate contract that governs the terms and fees for such technical support. For the avoidance of doubt, technical support for Oracle, or any other third party, software and hardware is not included in the Services.

B. Project Management Assumptions.

1. At Oracle's sole discretion, Oracle may retain or remove Oracle resources to facilitate the performance of Services.
2. Oracle is not responsible for any deficiencies in Services performed by non-Oracle resources, or any delays attributable to the performance of non-Oracle resources.
3. Anything not expressly listed in the Section 1 ("Description of Services") is not included in the scope of, or estimated fees for, Services.

Your Name: San Bernardino County
Ordering Document Number: US-21044168
Exhibit Number: 2

1. Description of Services and Deliverables.

A. Services.

For a period not to exceed seven (7) consecutive months from a mutually agreed upon start date (the "services period") unless a change to services period is mutually agreed upon in writing, Oracle will provide assistance related to Your initiative (the "Project") as follows:

- i. Design, configuration and provisioning of Infrastructure in Your Oracle Cloud Infrastructure ("OCI") tenancy.
- ii. Implement Oracle GoldenGate ("OGG") replication from Your on-premises PeopleSoft Oracle Database ("Source") to Oracle Autonomous AI Database-Serverless ("ADB-S") database on OCI ("Target").

This will include assistance with the following Services:

1. OCI Tenancy and Network Infrastructure Services.

Oracle will provide You with technical design and implementation assistance to establish and operationalize a secure cloud foundation in Your OCI tenancy, which includes the following tasks:

- a. Review Your current Oracle Cloud Bill of Materials ("BOM") and validate Your Oracle Cloud tenancy services and service limits.
- b. Review and capture Your target OCI environment requirements including, but not limited to, conducting design workshops, capturing availability domain requirements.
- c. Review backup and recovery requirements and plan Your recovery strategy.
- d. Capture additional system build requirements including, but not limited to, High Availability ("HA"), cloud governance and Infrastructure security.
- e. Capture Your application workload requirements including, but not limited to, the number of applications and lifecycle environments, application tiers isolation and monitoring.
- f. Design and configure "least privilege" access controls and enable user access using OCI Identity and Access Management ("IAM") compartments, groups, and policies.
- g. Design and provision a secure, scalable OCI network architecture.
- h. Configure and validate secure connectivity between OCI and Your datacenter, third-party data centers or cloud providers using FastConnect or a Virtual Private Network ("VPN").
- i. Enable security controls and posture management to detect and protect security misconfigurations of cloud resources (compute, IAM, storage, network, and database) using Cloud Guard.
- j. Integrate critical security alerts with email or notification system using OCI Notifications, Functions or Streaming service.
- k. Design and implement an OCI tagging strategy to facilitate budgeting, cost tracking, and chargeback, and the use of cloud utilization and cost analysis reports.
- l. Federate OCI console and privileged OCI user access with Your identity providers ("IdP"), as applicable.
- m. Enable and configure OCI Vault using software keys to protect OCI resources.
- n. Review Your current Observability and Management ("O&M") posture and provide recommendations for monitoring, managing, and analyzing Your OCI resources.
- o. Enable OCI Logging and Log aggregation using OCI Log Analytics for the deployed infrastructure.
- p. Create a high-level OCI Cloud Deployment Design Document ("CD3") including OCI network environment deployment design.

2. OCI Workload Infrastructure Services.

Design, provision and configure the following services and components for each of the two (2) environments – non-Production (1) and Production (1) - on OCI:

- a. Up to one (1) OCI Bastion service.
- b. Up to one (1) Oracle ADB-S database.
- c. Provision and configure OCI Data Integration Service.
- d. Provision virtual machines (VMs) using Oracle provided Oracle Linux and Windows platform images in OCI.

- e. Provision OCI load balancers (“LBs”) and configure Secure Sockets Layer/Transport Layer Security (“SSL/TLS”) certificates in OCI, as applicable.
- f. Configure Secure Shell (“SSH”)/remote desktop protocol (“RDP”) for VMs, cloud storage services (file, block, object) and OCI Domain Name System (“DNS”).

3. Implementation Services.

Oracle will assist with implementation of OGG in OCI, for up to two (2) environments – non-Production (1) and Production (1) and set up data replication, as follows:

- a. Review Your OGG implementation requirements including, but not limited to, high-level design, lifecycle environments, release and patch level validation and testing strategy.
- b. Review and provide assistance with Deployment and Data Replication prerequisites for OGG for the on-premises Oracle Database (“Source”) and ADB-S database in OCI (“Target”).
- c. Perform installation and deployment of OGG for Source and Target.
- d. Review Your data replication requirements, including review of schemas and database objects.
- e. Perform the mapping of the tables from the Source to the Target.
- f. Perform an initial full load of tables from Source to Target using OGG-supported methods, without transformation.
- g. Set up unidirectional replication, using OGG for up to four hundred (400) tables, from the Source to the Target.
- h. Create an OGG migration results report for the non-Production environment to validate the migration from the Source to the Target, including table counts, index counts, schemas loaded (“Migration Results Report”).
- i. Create an OGG migration results report for the Production environment to validate the migration from the Source to the Target, including table counts, index counts, schemas loaded (“Migration Results Report”).
- j. Assist You, while You perform validation to confirm that the count of tables and rows matches between Source and Target databases.
- k. Provide assistance, for remediating replication related issues, as You reconfigure Your integrations and conduct Your testing.
- l. Configure backup for up to two (2) Oracle ADB-S databases using Oracle Database Autonomous Recovery Service.
- m. Provide up to two (2) weeks of post go-live support. By mutual agreement, the post go-live support can be extended an additional two (2) weeks to resolve items impacting production go-live.

B. Deliverables.

No.	Deliverable Name	Deliverable Description
1	Cloud Deployment Design Document (“CD3”)	Delivery to You of the Document as described in Section 1.A.1.p above
2	Migration Results Report - non-Production	Delivery to You of the Document as described in Section 1.A.3.h above
3	Migration Results Report - Production	Delivery to You of the Document as described in Section 1.A.3.i above

2. Acceptance of Deliverables.

Upon completion of any Deliverable owned by Oracle as set forth in Section 1.B above, Oracle shall provide a notification to San Bernardino County that the Deliverable is complete and conforms to its description, constituting Oracle’s submission of a Deliverable. San Bernardino County shall have seven (7) Business Days after Oracle’s submission of a Deliverable (“acceptance period”) to provide written notice of acceptance or rejection. San Bernardino’s failure to provide notice of acceptance or rejection within the acceptance period shall cause a Deliverable to be deemed accepted.

If San Bernardino County rejects a Deliverable, San Bernardino County must specify the deficiencies in detail in the written notice. Oracle will use reasonable efforts at no cost to San Bernardino County to promptly cure any such deficiencies, and San Bernardino County shall have a new acceptance period to provide written notice of acceptance or rejection.

3. Fees, Expenses, and Taxes.

San Bernardino County agrees to pay Oracle the fee specified below for the Services and Deliverables. This fee does not include expenses or taxes. Once an Oracle-owned Deliverable is accepted, in writing or deemed accepted, in accordance with Section 2 (Acceptance of Deliverables) above, the corresponding fee for such Deliverable specified below becomes due and payable and Oracle shall thereafter invoice, and San Bernardino County shall pay such fee; this payment obligation shall become non-cancelable and the sum paid non-refundable on such acceptance date, except as may otherwise be provided in the Master Agreement.

Deliverable No.	Deliverable Name	Deliverable Fee
1	Cloud Deployment Design Document ("CD3")	\$200,000.00
2	Migration Results Report -non-Production	\$146,000.00
3	Migration Results Report - Production	\$145,936.00
Total Fixed Fee		\$491,936.00

Any expenses will be invoiced monthly. Oracle shall comply with San Bernardino County Travel Management Policies 08-02 and 08-02 SP1, as may be amended from time to time, with respect to all travel undertaken in connection with this Contract. San Bernardino County shall reimburse Oracle only for travel expenses that are reasonable, necessary, actually incurred, and directly related to performance of the Services. Oracle shall use the lowest reasonable cost available to the San Bernardino County for transportation, lodging, and other travel arrangements. Meal expenses may be reimbursed only for actual, reasonable, and necessary costs incurred for breakfast, lunch, and dinner, and shall not exceed the applicable General Services Administration (GSA) per diem meal rate for the travel location. Lodging expenses may be reimbursed only for actual, reasonable, and necessary costs for nights reasonably required to perform the Services, using the lowest reasonable available rate. Lodging costs in excess of the applicable GSA lodging rate for the travel location must be approved by San Bernardino County in writing in advance or, if advance approval is not feasible, supported by documentation satisfactory to County establishing that no reasonable lodging was available at or below such rate. Mileage for authorized use of a privately owned vehicle shall be reimbursed at the then-current Internal Revenue Service standard mileage rate. Contractor shall submit to County, on a monthly basis, an itemized statement identifying the travel dates, destination, business purpose, and each reimbursable item claimed and, for mileage claims, the origin, destination, and number of miles traveled. Contractor shall retain and, upon County's request, provide receipts and other supporting documentation sufficient to verify each claimed expense for three (3) years to align with IRS requirements. County shall not reimburse any expense that is unreasonable, inadequately documented, not actually incurred, unrelated to performance of the Services, or otherwise inconsistent with this Contract or applicable County policy provided (a) compliance does not place Oracle's resources in unsafe conditions or expose Oracle's resources to undue risk; (b) notwithstanding anything to the contrary in such guidelines, Oracle resources will make all travel arrangements through, and using, Oracle's travel providers, and Oracle will provide only copies of receipts and only for any expenses totaling more than twenty-five dollars (\$25); (c) You provide at least fifteen (15) days of prior written notice of any change to Your expense guidelines; and (d) Oracle's failure to adhere to any changes made to Your expense guidelines shall not limit Your responsibility to reimburse Oracle for reasonable expenses.

4. Project Management.

San Bernardino County and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services. San Bernardino County project manager shall have the authority to approve Services on Your behalf. Oracle shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

5. Subcontractor.

Notwithstanding anything to the contrary in the Policies, Oracle will not retain any subcontractors to perform on-site Services without Your written consent. Oracle remains fully responsible for all acts/omissions of its subcontractors providing implementation services.

6. San Bernardino County's Cooperation.

Subject to the terms in the Policies, the below obligations apply in addition to those in the Policies. You acknowledge that if Oracle's cost of providing Services is increased because of Your failure to fulfill the below obligations or cooperate

with Oracle or because of any other circumstance outside of Oracle's control, then You agree to pay Oracle for such increased costs.

A. General Obligations.

1. Ensure all migration prerequisites, including, but not limited to, upgrades and patching are completed before the migration initiation.
2. Ensure that any of Your third-party service provider(s) participate as necessary to support the performance of Services.
3. Provide access to Source Assets and connectivity details for Your network, e.g., servers where Your Asset is located.
4. Participate in, and assist with, all Services tasks as reasonably necessary to support the performance of Services.
5. Unless otherwise specified in Your order (including the Service Specifications), You may not provide Oracle access to any content or information that imposes security or regulatory obligations greater than those specified in Your order.
6. Provide all access credentials to Oracle resource(s) within two (2) weeks of request from the Oracle project manager.
7. Provide Oracle written notice of Your desired start date for the Services at least two (2) weeks prior to such date.
8. Perform the necessary distribution of documentation, correspondence and training material within Your organization.
9. Provide sign-off for each deliverable as agreed per project schedule and acceptance criteria.
10. Be an active participant in the design and implementation process.
11. Define Your readiness for production cutover, complete the production cutover template based upon the date agreed upon in the Project Management Plan ("PMP") and participate in the production cutover meetings.
12. Remove access permissions on completion of services.

B. Infrastructure Obligations.

1. Ensure the availability and performance of Your existing hardware, network, and storage environments to support the delivery of the services.
2. Provide the necessary level of access to Your existing systems, resources, and subject matter expertise to support the delivery of the services.
3. Provide infrastructure, network and security services in Your current on-premises and third-party data centers to support the delivery of the services.
4. Restore Your network connectivity within twenty-four (24) hours of an initial failure.
5. Perform the following:
 - a. Public-Domain Name System ("DNS") configuration and changes.
 - b. Provide SSL and TLS certificates as required.
6. Delete all Oracle scripts or tools used during the performance of the Services, including those in Your back-up or archival data storage at the conclusion of Services

C. Implementation Obligations.

1. Provide relevant documents and staff to assist with the review of existing environments.
2. Perform any configurations specific to compliance requirements.
3. Provide temporary staging and processing infrastructure in Source and Target to facilitate the performance of Services under this Exhibit.
4. Provide a list of relevant PeopleSoft Oracle database tables to be included in the OGG full load and ongoing replication.
5. Ensure that connectivity between Your Source and Your Target is of sufficient bandwidth for the performance of Services.
6. Prior to the commencement of Services, inform Oracle of any change(s) to the information provided by You with respect to Source and Target.
7. You will be responsible for decisions regarding data retention, data purging, and audit log requirements, including any regulatory or legal constraints on data stored in Oracle Database and OCI Storage.
8. Maintain the appropriate security controls to prevent access to any personally identifiable information and/or any other information not required for Oracle's performance of the Services.

9. Ensure the availability of Your resources to perform Your review, testing and acceptance of results.
10. Perform any and all back up and emergency recovery procedures.
11. Obtain all approvals at least two (2) weeks prior to production activities.

D. Testing Obligations.

1. Conduct all testing.
2. Review the Test Results, as provided to You by Oracle, within the applicable "Maximum Review Days" specified in the table below. For the avoidance of doubt, such Maximum Review Days will begin on the next business day immediately following Your receipt of Test Results from Oracle.

Test Results – Maximum Review Days

Non-Production Test Results	Final Production Results
Five (5) consecutive business days	Five (5) consecutive business days

7. Project Assumptions.

A. General Project Assumptions.

1. Any change to the Services specified in this exhibit that requires a change in the level of effort and/or change in duration may result in a change order, including an adjustment to fees.
2. Services will be performed from 9 AM to 5 PM Monday through Friday Pacific Time, except as otherwise mutually agreed upon. Offshore resources will be limited to early morning times when working with Your staff in US Pacific time zone.
3. All Services will be performed remotely.
4. Oracle may identify San Bernardino County as a customer verbally in sales and marketing presentations with prior written permission from San Bernardino County. Any other sales, marketing, or promotional activities involving San Bernardino County's name, logo, or participation shall require San Bernardino County's prior written consent.
5. Anything not expressly listed in the description of Services is not included in the scope of, or estimated fees for, Services.
6. Any work San Bernardino County requests beyond the scope stated in this exhibit will need to be presented by San Bernardino County for approval through the agreed upon governance process.
7. San Bernardino County shall be responsible only for translation of non-standard language content. Oracle shall deliver project documentation in English. Oracle shall not impose unanticipated translation burdens on San Bernardino County, and all required translation responsibilities shall be identified in advance.
8. Oracle is not responsible for the performance and availability of Your infrastructure.
9. Except to the extent expressly stated in the scope section of this document, the use of the terms "integrate" and "integration" throughout this document is not intended to mean that Oracle will ensure (i) the physical or functional integration of Oracle products with external legacy systems, third party products and/or other software applications; (ii) the functioning of Oracle products as a coordinated whole with such external legacy systems, third party products and/or other software applications; or (iii) any non-standard integration between Oracle products. Rather, the terms are used to refer to the overall concept of data exchange between the Oracle products and other systems, products or applications identified in this document and may include interfacing and/or other methods of integration or interoperation as described in the scope section of this document.

B. Infrastructure Assumptions.

1. There is a total of two (2) environments – non-Production (1) and Production (1) to be created in OCI.
2. Your workloads are currently hosted on-premises data centers.
3. Oracle will provision one (1) commercial tenancy (Greenfield) across one (1) OCI region.
4. Oracle will set up and configure network connectivity using Internet Protocol security Virtual Private Network ("IPsec VPN") or FastConnect dedicated links, as required.

5. OCI Center for Internet Security ("CIS") Landing Zone will be used as the secure baseline for initial tenancy design specification.
6. CD3 tooling and automation will be used to assist with design and resource provisioning.
7. For the FastConnect circuit provisioning
 - a. You will design physical or virtual circuits with the assistance of an Oracle network specialist.
 - b. You will order the physical or virtual circuit with an Oracle FastConnect partner or third-party network vendor.
 - c. FastConnect port will be provisioned within Oracle console or automation tooling.
8. In the absence of pre-existing integration targets, equivalent OCI native capabilities will be enabled and configured for use.
9. Oracle resources will use Oracle Cloud Network Access ("OCNA") or VPN provided by you as the standard for secure access to Your OCI tenancy.
10. Cloud Services, Tenancy and relevant cloud subscriptions are already in place.
11. You will provide access to the tenancy to support the performance of Services.
12. Classless Inter-Domain Routing ("CIDR") does not overlap between on-premises and OCI.

C. Implementation Assumptions.

1. The source Oracle database is version 19c (approximately 1.2 terabytes ("TB") in size), currently hosted on a Windows operating system ("OS") on-premises, and supports the Oracle PeopleSoft ("PSFT") application (version 9.2 PeopleSoft Update Manager (PUM) Image 53, PeopleTools 8.60).
2. A one-time OGG full load (size 1.2 TB) will be performed from the on-premises PSFT database to the ADB-S database on a like-for-like basis.
3. OGG replication will support an average daily incremental data volume of less than one hundred (100) megabytes ("MB").
4. Oracle will perform implementation activities in accordance with the Oracle product documentation and the relevant product certifications, as applicable to the scope of services described in this Exhibit.

D. Out of Scope.

1. The following are not included in the scope of, or fees for, Services under this exhibit:
 - a. Performance tuning activities.
 - b. Database character set conversion, data conversion, data cleansing and data security.
 - c. Setup and configuration of support (operations) or monitoring tools.
 - d. Rollback activities after migration.
 - e. End user training.
 - f. Implementation or configuration of a Disaster Recovery ("DR") environment.
 - g. Integrate OCI with Your existing Security Information and Event Management ("SIEM") targets or service management platform.
 - h. Role Based Access Control ("RBAC") for Oracle databases access controls including, but not limited to, users, roles, schemas and object privileges.
 - i. Organizational change management.
 - j. Documentation except as described in this Exhibit.
 - k. Business Process Re-engineering ("BPR");
 - l. Design & architecture, review, installation, or configuration for any third-party products, except as specified in this Exhibit.
 - m. Anything not expressly identified in Section 1 ("Description of Services and Deliverables") above.


"Exhibit A - PSDP Follows"



Oracle Professional Services Delivery Policies



Effective Date: August 2, 2024; Version 3.0



These Professional Services Delivery Policies (“Policies”) apply to the consulting services, customer success services, and managed services You ordered (“Services”). These Policies do not apply to Oracle Cloud Services. Oracle may update these Policies and the documents referenced herein; however, Oracle updates will not result in a material reduction in the level of performance, functionality, security, or availability of the Services, or in a material increase in the level of Your cooperation, for the duration of Your order.

ON-SITE SERVICES

You and Oracle must agree upon the performance of the Services at one of Your facilities, taking into consideration all applicable laws, regulations, standards, and protocols. If agreed upon, You must provide a safe and healthy workspace for all Oracle resources (e.g., free from recognized hazards that cause, or are likely to cause, serious physical harm or death, and with acceptable ventilation, oxygen concentration and sound levels, and ergonomically correct workstations).

If the performance of on-site Services becomes negatively impacted due to a declared disaster, public health or safety concern, or national or global emergency, Oracle and You shall cooperate in good faith to review such impact and, if necessary, invoke the change control process.

If requested, Oracle resources will obtain a badge to enter Your facilities and comply with Your reasonable physical security and safety policies and procedures while on-site, to the extent they do not violate any applicable law (including privacy laws), place Oracle resources in harm, or require Oracle resources to undergo background checks or other screening (unless set forth in Your order). However, no terms included in any such policies and procedures shall modify the Services, and You shall provide training regarding such policies and procedures as requested.

NETWORK ACCESS

You and Oracle will agree upon the access to Your systems and environments (including cloud tenancies) in order for Oracle to perform the Services. You are responsible for granting, securing, and managing Oracle's access.

If You and Oracle agree that the Services will be performed remotely, You shall provide and be responsible for maintaining remote access to Your systems and environments (including cloud tenancies) to enable Oracle to perform such Services, using: an Oracle-defined virtual private network; Oracle FastConnect, Oracle Advanced Support Gateway/Portal, or similar Oracle technology; or the Oracle Web Conference or other agreed-upon, third-party web conferencing application (collectively, “remote access tools”).

Oracle is not responsible for any network connections or related problems, or for Your failure to provide and maintain remote access to Your systems and environments.

THIRD-PARTY COLLABORATION TOOLS

If You and Oracle agree, Oracle will provide You with access to third-party tools (e.g., Confluence, Wrike, or Jira) to promote collaboration related to the Services (each, a “collaboration tool”). Upon such access, You agree to:

- Only use a collaboration tool in connection with the Services, and cease use upon the end of the Services or written notice by Oracle, whichever is earlier.
- Promptly notify Oracle when You authorize an individual to use a collaboration tool and when You revoke such authorization due to reassignment, resignation, or termination.
- Do not store source code or product, security, financial, personal, or production data in a collaboration tool.
- Comply with the terms of service for a collaboration tool; specifically, for Wrike at <https://www.wrike.com/security/terms/>; and for Atlassian at <https://www.atlassian.com/legal/atlassian-customer-agreement>.

A collaboration tool is offered on an “as is” and “as available” basis without any warranty, express or implied, or indemnity or liability.

YOUR COOPERATION

Oracle’s ability to perform the Services depends upon You providing the cooperation listed below and in Your order and as agreed upon during the Services (collectively, “cooperation”):

1. For Services related to Oracle Cloud Services, obtain and maintain the Oracle Cloud Services under separate contract prior to and during the Services.
2. For all other Services: (a) obtain licenses for all applicable Products under separate contract prior to the commencement of the Services; (b) maintain the properly configured hardware/operating system platform to support the Services; and (c) maintain annual technical support for all such Products with access to software patches and updates made available by Oracle under separate contract during the Services.
3. Provide information, data, and documentation agreed upon for the Services.
4. Allocate agreed-upon functional, technical, and business resources, including from Your third parties, with the skills and knowledge to support the performance of the Services.
5. Provide the rights for Oracle to use, on Your behalf, any agreed-upon third-party products that are part of Your system or used to perform the Services.
6. Provide notices and obtain consents agreed upon for Oracle to perform the Services.

If You fail to provide reasonable cooperation, Oracle will not be responsible for any resulting deficiency in performing the Services.

PRIVACY AND SECURITY

In performing the Services, Oracle will comply with the following documents (which are incorporated herein):

- Oracle Services Privacy Policy, available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html>.
- Oracle Data Processing Agreement for Oracle Services, available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing>.
- Oracle Corporate Security Practices ("Security Practices"), available at <https://www.oracle.com/assets/corporate-security-practices-4490843.pdf>.

The Security Practices cover the management of security for Oracle's internal operations and the development and delivery of Oracle products and services. These Security Practices apply to all Oracle personnel, including employees and subcontractors, and cover a wide array of topics, such as organizational security, information security, asset management, access control, and security awareness.

SUBCONTRACTORS

Oracle may use subcontractors to support its performance of the Services, subject to any applicable terms and conditions in Your Master Agreement or order; provided that Oracle is responsible for its subcontractors' performance to the same extent as its employees' performance.

CHANGE CONTROL PROCESS

All requests for proposed changes to the Services must be in writing, including those related to changes in scope, deliverables, Your cooperation, project assumptions, or any other aspect of Your order.

Oracle shall not be obligated to perform, and You shall not be obligated to pay for, tasks related to any such changes unless agreed upon in an amendment to Your order.