
Oracle Software Ordering Document

Partner Name: Applications Software
Technology LLC

Address: 4343 Commerce Ct, Ste 701
City: Lisle
State/Province: IL
Postal Code: 60532

Partner AP Contact: Accounts Payable

Phone: 630-778-1180
Email Address: ap@astcorporation.com
Fax Number: 630-778-1179

End User Name: City of San Bernardino
Address: 300 North D Street
City: San Bernardino
State/Province: CA

Postal Code: 92418

End User Technical Contact: Jeannie Fortune
Phone: (909) 384-5345
Fax:
End User Contact Email Address: fortune_je@sbcity.org

A. Programs and Program Related Service Offerings

The following programs (“**Oracle Software**”) are for use by the City of San Bernardino as the end user (“End User”).

New Subscription

Services Period: 60 months			
Part Number	Product	Metric	Quantity
B85800	Oracle Fusion Human Capital Management Base Cloud Service	Hosted Employee	1000
B87388	Oracle Fusion Human Resource Help Desk Cloud Service	Hosted Employee	1000
B89482	Oracle Fusion Workforce Health and Safety Incidents Cloud Service	Hosted Employee	1000
B95499	Oracle Fusion HCM Communicate Cloud Service	Hosted Employee	1000
B94925	Oracle Fusion Talent Management Cloud Service	Hosted Named User	1000
B95573	Oracle Fusion Touchpoints Cloud Service	Hosted Named User	1000
B94933	Oracle Fusion Workforce Compensation Cloud Service	Hosted Employee	1000
B86334	Oracle Fusion Payroll Cloud Service for United States	Hosted Employee	1000
B75365	Oracle Fusion Time and Labor Cloud Service	Hosted Named User	1000
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service	Each	1
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service	Each	1
B87365	Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud	Each	1
B85242	Oracle Fusion Learning Cloud Service	Hosted Named User	1000
B95657	Oracle Fusion Learning Connect Cloud Service	Hosted Named User	1000

B91074	Oracle Enterprise Performance Management Enterprise Cloud Service	Hosted Named User	45
B91077	Oracle Additional Application for Oracle Enterprise Performance Management Enterprise Cloud Service	Hosted Environment	4
B91939	Oracle Digital Assistant Platform for SaaS	Hosted Employee	1000
B91084	Oracle Fusion Enterprise Resource Planning Cloud Service	Hosted Employee	1000
B91086	Oracle Fusion Procurement Cloud Service	Hosted Employee	1000
B86841	Oracle Fusion Document Recognition Cloud Service	Hosted Employee	1000

B. TERMS FOR ORDERED CLOUD SERVICES

1. Oracle Contract Information

This Oracle Software Ordering Document ("Ordering Document") incorporates by reference the terms of the Oracle Public Sector Agreement for Oracle Cloud Services ("End User Agreement") listed below:

End User Cloud Services Agreement:

Oracle Public Sector Agreement for Oracle Cloud Service - Agreement No.: US-CSA-CPQ-3234002.

2. Ordered Cloud Services

You have ordered the Oracle Cloud Services described in the table above located in Section A.

3. Fees

Your payment frequency shall be annual in advance. All fees payable are due as per the due date on the invoice. Once placed, the order is non-cancelable and the sums paid are nonrefundable, except as otherwise provided herein. Except for an event of non-appropriation as described in section C 1 below, termination shall be governed by the terms in End User Agreement between Oracle and the End User.

4. Offer Validity

This Ordering Document is valid through – 30-NOV-2024

5. Data Center Region

The service environment (as defined in the End User Agreement) will reside in the data center region of "North America", which for purposes of this Ordering Document means the United States.

6. Price Hold for Cloud Services

During the service period, you may order additional quantities of the cloud services acquired under this Ordering Document specified in Exhibit A – Software Pricing Details. This price hold does not apply to Eloqua Marketing Platform Cloud Service, or to any renewals or extensions of the cloud services ordered under this Ordering Document, cloud services ordered pursuant to a separate Oracle discount or promotion, or to any cloud services other than those listed in the initial purchase under this Ordering Document.

C. ADDITIONAL TERMS

1. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period ("Non- Appropriation"), You may terminate this order immediately without penalty or expense upon written notice to the reseller and to Oracle; provided, however, that: (a) for each of the whole or partial 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each whole or partial 12-month purchase order shall signify to Oracle that all funds for the given whole or partial 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's and the reseller's receipt of Your notice of non-appropriation."

2. No Auto-Renewal

Notwithstanding any statement to the contrary, You expressly agree that the services acquired under this Ordering Document will not automatically renew.

3. Option Years

At the end of the initial 60-month subscription period, You shall have an option to renew your subscription for the same services listed in section A, at the same usage limits for five (5) additional 12-month renewal period at a 2% uplift. Professional Services are not included in the Option Periods.

- Option Year 1 (2029-2030) – 1.02
- Option Year 2 (2030 – 2031) – 1.02
- Option Year 3 (2031-2032) - 1.02
- Option Year 4 (2032-2033) - 1.02
- Option Year 5 (2033-2034) - 1.02

You must provide 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 service period. The Cloud Services listed above may not be renewed at the option year 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 outlined in this Ordering Document.

4. Business Associate Agreement

You must enter into the Business Associate Agreement (the “BAA”) attached as Exhibit to this order. So long as You maintain a license to Part B87365 - Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud, the Cloud Services will be covered by Oracle's HIPAA assessment and the BAA applies to such Cloud Services. If You want to terminate Your license to B87365 - Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud, You must provide written confirmation that Your Content in the Cloud Services contains no Protected Health Information. Upon providing such confirmation, You acknowledge that the BAA will be deemed terminated and the Cloud Services will no longer be covered by Oracle's HIPAA assessment.

5. End User Agreement

Notwithstanding anything to the contrary in the partner agreement, upon request from Oracle, you agree to submit to Oracle a signed copy of the end user agreement related to this order and any ordering documents, purchase agreements and other documents between you and the end user that together with the end user agreement form the complete end user contract related to this order and include the terms and conditions set forth below.

D. Other

1. Order of Precedence:

In the event of inconsistencies between the terms contained in this Ordering Document and the End User agreement referenced above this Ordering Document will control over conflicting terms.

2. Entire Agreement

You acknowledge that your actions of completing this form and submitting it electronically constitute your execution of this Ordering Document and End User Agreement to its terms. You agree that the End User Agreement referenced in this Ordering Document constitute the entire agreement between you, and Oracle with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions on any document provided by You (e.g., on a purchase order or elsewhere) shall apply.

The signature below affirms your commitment to pay for the cloud services ordered in accordance with the terms of this Ordering Document.

IN WITNESS WHEREOF, the parties hereto have caused this Ordering Document to be executed and delivered by their respective, duly authorized representatives.

City of San Bernardino
300 North D Street
San Bernardino, CA 92418

Applications Software Technology LLC
4343 Commerce Court, Suite 701
Lisle, IL 60532

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____