

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.38
(ID # 25985)

MEETING DATE:
Tuesday, October 01, 2024

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND HUMAN
RESOURCES, AUDITOR-CONTROLLER:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND HUMAN
RESOURCES AND AUDITOR-CONTROLLER: Approve the Oracle Master Agreement (OMA)
No. US-OMA-FEC-80364680, Amendment One to the Oracle Master Agreement No. US-OMA-
FEC-80364680 with Oracle America, Inc. for five (5) years and approve without seeking
competitive bids, the Oracle Ordering Document No. CPQ-3220470-1 for Oracle Cloud Services
not to exceed an annual amount of \$244,370 renewable annually for five (5) years, Ordering
Document No. US-16087628 for Oracle Professional Services, Server Patching, Implementation
and post Implementation not to exceed an annual amount of \$49,949, renewable annually for
five (5) years, and Service Order no. 4297 not to exceed a one-time total amount of \$70,625
with Vaske Computer Inc. (dba Collier IT) for professional services; for the implementation of
the Riverside County Peoplesoft Disaster Recovery Solution, All Districts. [Total Aggregate Cost
not to exceed \$1,542,220, up to \$300,000 additional compensation for future requirements for
the term of the Agreement - RCIT Budget-100%]

RECOMMENDED MOTION: That the Board of Supervisors:

Continued on Page 2

ACTION:Policy

Jim Smith

Jim Smith, Chief Information Officer

9/6/2024

Ben J. Benoit

Ben J. Benoit, COUNTY AUDITOR-CONTROLLER

9/6/2024

Tami Douglas-Schatz

Tami Douglas-Schatz, Director of Human Resources

9/8/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by
unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: October 1, 2024
xc: RCIT, H.R., Auditor Controller

Kimberly A. Rector
Clerk of the Board

By: *Naomy L.*
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Oracle Master Agreement (OMA) No. US-OMA-FEC-80364680 for General Terms for five (5) years;
2. Approve Amendment One to the Oracle Master Agreement (OMA) No. US-OMA-FEC-80364680 to allow all local government entities located within the State of California to piggyback off the County of Riverside's OMA No. US-OMA-FEC-80364680;
3. Approve the Oracle Ordering Document No. CPQ-3220470-1 with Oracle America, Inc. for Oracle Cloud Services to support Peoplesoft Disaster Recovery systems, without seeking competitive bids, not to exceed an annual amount of \$244,370, renewable annually for four (4) years through September 30, 2029;
4. Approve the Oracle Ordering Document No. US-16087628 with Oracle America, Inc. for Oracle Professional Services, Server Patching, Implementation and post Implementation without seeking competitive bids, not to exceed an annual amount of \$49,949, renewable annually for four (4) years through September 30, 2029;
5. Approve the Service Order no. 4297 with Vaske Computer Inc. (dba Collier IT) for professional services to implement Peoplesoft Disaster Recovery solution, without seeking competitive bids, not to exceed a one-time total amount of \$70,625;
6. Authorize the Chair of the Board to sign three copies of the Documents on behalf of the County and direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the same to RCIT for distribution; and,
7. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved as to form by County Counsel to 1) sign amendments that exercise the annual renewal options including modifications of the price and scope of services that stay within the intent of the Agreements, and 2) sign amendments to the compensation provisions that do not exceed a total aggregate amount of \$300,000 for use by both Oracle America, Inc. and Vaske Computer Inc. (dba Collier IT) for future unforeseen requirement for the term of the Agreements, and 3) authorize the Purchasing Agent to issue Purchase Orders for goods/services that do not exceed the Board of Supervisors approved amount.

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost:	Ongoing Cost
COST	\$ 314,034	\$ 294,319	\$ 1,542,220	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT Budget-100%			Budget Adjustment: No	
			For Fiscal Year: 24/25– 29/30	

C.E.O. RECOMMENDATION: Approve

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BACKGROUND:

Summary

The request before the Board seeks approval of the Riverside County Peoplesoft Disaster Recovery (PSDR) solution and the subsequent ordering documents and service order required for implementation. This approval involves Oracle Cloud Infrastructure Disaster Recovery services that require multiple agreements including the Oracle Master Agreement with Oracle America, Inc., Oracle Engineered Systems Quarterly Patch Deployment to support Peoplesoft Disaster Recovery systems, and with Vaske Computer Inc. (dba Collier IT) for the implementation of the PSDR solution, including the management of security updates, as well as the professional services needed for post-implementation.

Peoplesoft Human Capital Management and Financials systems are the backbone of Riverside County's critical financial operations and manage diverse functions across multiple departments. These functions include general ledger, inventory management, accounts payable, accounts receivable, contract management, procurement, human resources, payroll, and employee benefits. Implementing a disaster recovery solution reduces downtime resulting from a disaster or significant event that negatively impacts the County's data center by enabling quick cloud recovery and restoration of services, ensuring business continuity, and minimizing operational disruptions.

The PSDR solution will be hosted on Oracle's Cloud Infrastructure (OCI) which provides geographic flexibility with multiple data centers across regions in the United States for enhanced disaster preparedness. Approval of this request enables RCIT to minimize the risks associated with events that could negatively impact County operations by providing contingency plans and recovery procedures to mitigate their impact.

Impact on Residents and Businesses

There is no negative impact on citizens or businesses in the County.

Additional Fiscal Information

The following table summarizes the total cost:

Description	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Total
Recurring Cost – Not to Exceed Amount Per Fiscal Year							
Oracle PeopleSoft Disaster Recovery	\$ 193,460	\$ 244,370	\$ 244,370	\$ 244,370	\$ 244,370	\$ 50,910	\$1,221,850
Oracle Professional Services, Server Patching, Implementation	\$ 49,949	\$ 49,949	\$ 49,949	\$ 49,949	\$ 49,949	\$ 0	\$ 249,745

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and Post-Implementation							
One time cost							
Professional Services to implement Peoplesoft Disaster Recovery Solution- CIT Cloud Architect Services	\$ 70,625	\$ 0	\$ 0	\$0	\$ 0	\$ 0	\$ 70,625
Total	\$ 314,034	\$ 294,319	\$ 294,319	\$ 294,319	\$ 294,319	\$ 50,910	\$1,542,220
Additional compensation for future requirements for the term of the Agreement							\$ 300,000

Contract History and Price Reasonableness

The County's Peoplesoft Disaster Recovery will utilize Oracle's "Funded Allocation Model." Oracle allows the County the flexibility to fund an annual amount to Oracle as specified in the Ordering Document No. CPQ-3220470-1, which is to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to the Ordering Document. Oracle will invoice monthly in arrears based on the County's actual usage for the prior month at the rates for each activated Oracle Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) as defined in the Ordering Document.

To streamline the procurement process and save time and money, Oracle was contacted directly and asked to provide comprehensive pricing for Oracle Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) options. RCIT negotiated with Oracle to be billed based on county actual usage and professional services for Engineered Systems Quarterly Patch Deployment to support Peoplesoft Disaster Recovery systems. Going directly with Oracle for patching deployment will save the County time and money as Oracle's engineers have direct knowledge of the approved patching process and can quickly resolve any issues. RCIT also negotiated with Vaske Computer Inc. (dba Collier IT) for professional services related to the architecture and configuration of the Oracle Peoplesoft Disaster Recovery systems as Vaske has firsthand knowledge and experience with implementing Oracle PeopleSoft for the County of Riverside.

The County has negotiated the initial cost provided by Oracle and achieved a total saving of \$127,828.

Attachments:

1. Oracle Master Agreement (OMA) No. US-OMA-FEC-80364680
2. Amendment One to the Oracle Master Agreement No. US-OMA-FEC-80364680
3. Oracle Ordering Document No. CPQ-3220470-1 for Cloud Services

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4. Oracle Ordering Document No. US-OD-16087628 for Professional Services
5. Service Order SO no. 4297 with Vaske Computer Inc. (dba Collier IT) for Implementation
6. Single Source Justification for Service Order SO#4297 with Vaske
7. Single Source Justification for Oracle Ordering Document No. CPQ-3220470-1 and No. US-OD-16087628.



Melissa Curtis, Deputy Director of Purchasing and Fleet

9/12/2024



Alonzo Barrera, Principal Management Analyst

9/23/2024



Aaron Gettis, Chief of Deputy County Counsel

9/18/2024

ORACLE
GENERAL TERMS - Public Sector

Oracle General Terms Reference:

US-OMA-FEC-80364680

These General Terms (these "General Terms") are between Oracle America, Inc. ("Oracle") and the entity identified below in the signature block. To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

1. DEFINITIONS

1.1 "Hardware" refers to the computer equipment, including components, options and spare parts.

1.2 "Integrated Software" refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

1.3 "Master Agreement" refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the Master Agreement (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

1.4 "Operating System" refers to the software that manages Hardware for Programs and other software.

1.5 "Products" refers to Programs, Hardware, Integrated Software and Operating System.

1.6 "Programs" refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System or any software release prior to general availability (e.g., beta releases).

1.7 "Program Documentation" refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at <http://oracle.com/documentation>.

1.8 "Schedule" refers to all Oracle Schedules to these General Terms as identified in Section 2.

1.9 "Separate Terms" refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.10 "Separately Licensed Third Party Technology" refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 "Service Offerings" refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 "You" and "Your" refers to the entity that has executed these General Terms.

2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Schedules are incorporated into the Master Agreement: **Schedule P – Program, Schedule C – Cloud, Schedule H – Hardware, Schedule OSSS – Oracle Open Source Support Services.**

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

4. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under the Master Agreement.

5. INDEMNIFICATION

5.1 To the extent not prohibited by law and subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations, to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

5.3 Notwithstanding the provisions of section 5.2 and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Oracle is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware.

5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Program associated with that Separately Licensed Third Party Technology and shall refund any Program license fees You may have paid to Oracle for the Program license and any unused, prepaid technical support fees You have paid to Oracle for the Program license.

5.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which You were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

5.6 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Program(s) as delivered to You and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

5.7 This section provides the parties' exclusive remedy for any infringement claims or damages.

6. TERMINATION

6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 You may terminate this Master Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. If You end this Master Agreement as specified in the preceding sentence, You agree You must pay within 30 days all amounts which have accrued prior to the end of this Master Agreement, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under this Master Agreement plus applicable related taxes and expenses (if any).

6.3 If You have used a contract with Oracle or an affiliate of Oracle to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

6.4 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Oracle's income. Reimbursement of expenses related to the provision of any Service Offering, if any, will be addressed in the relevant ordering document and/or statement of work for such services.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

8. NONDISCLOSURE

8.1 By virtue of the Master Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under the Master Agreement. Confidential Information shall be limited to all information clearly identified as confidential at the time of disclosure.

8.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3 Subject to applicable law, we each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to applicable law, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

8.4 To the extent You provide personal information to Oracle as part of any Service Offerings You have ordered under the Master Agreement, Oracle will comply with:

- a. the relevant Oracle privacy policies applicable to the Service Offerings, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>;
- b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/>; and
- c. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"). The version of the Data Processing Agreement applicable to Your order is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference. The Data Processing Agreement does not apply to education services and Oracle Data Cloud services under Schedule D. Your order for Service Offerings may also contain additional or more specific privacy terms.

9. ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Products and/or Service Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence. The Master Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under the Master Agreement shall be provided to the other party in writing.

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE

UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.

11. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, Product and/or materials resulting from Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.

13. GOVERNING LAW AND JURISDICTION

The Master Agreement is governed by the laws of the State of California.

14. NOTICE

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of these General Terms, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States 94065, Attention: General Counsel, Legal Department.

15. ASSIGNMENT

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, You will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

16. OTHER

16.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

16.2 If any term of the Master Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Master Agreement.

16.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to the Master Agreement may be brought by either party more than two years after the cause of action has accrued.

16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

16.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.

16.6 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

16.7 For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

17. MASTER AGREEMENT EFFECTIVE DATE

The Effective Date of the Master Agreement is _____ (DATE TO BE COMPLETED BY ORACLE)

County of Riverside, a political subdivision of the State of California	Oracle America, Inc.
Signature 	DocuSigned by: Signature 
Name <u>CHUCK WASHINGTON</u>	Name <u>Sydnei Dang</u>
Title <u>CHAIR, BOARD OF SUPERVISORS</u>	Title <u>Contract Specialist</u>
Signature Date <u>10/01/2024</u>	Signature Date <u>24-Jan-2024 9:34 AM PST</u>

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

Signature: 

Name: Paula S. Salcido

Title: Deputy County Counsel

Signature Date: 9/3/2024

**Public Sector
Schedule P Program**

Oracle America, Inc. ("Oracle")
500 Oracle Parkway
Redwood Shores, CA 94065

Your Name:	County of Riverside, a political subdivision of the State of California
General Terms Reference:	US-OMA-FEC-80364680

This Public Sector Program Schedule (this "Schedule P") is a Schedule to the General Terms referenced above. The General Terms and this Schedule P, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule P shall coterminate with the General Terms.

1. DEFINITIONS

1.1 "Commencement Date" refers to the date of shipment of tangible media or the effective date of the order if shipment of tangible media is not required.

1.2 Capitalized terms used but not defined in this Schedule P have the meanings set forth in the General Terms.

2. RIGHTS GRANTED

2.1 Upon the full signing of Your order by both Oracle and You, You have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings You ordered solely for Your internal operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation.

2.2 Upon payment for Program-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal operations anything developed by Oracle and delivered to You under this Schedule P ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.3 You may allow Your agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables for Your internal operations and You are responsible for their compliance with the General Terms and this Schedule P in such use. For Programs that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under the General Terms and this Schedule P.

2.4 You may make a sufficient number of copies of each Program for Your licensed use and one copy of each Program media.

3. RESTRICTIONS

3.1 The Programs may contain or require the use of third party technology that is provided with the Programs. Oracle may provide certain notices to You in Program Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to You either under the terms of the Master Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by the Master Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to You under the terms of the Master Agreement.

If You are permitted under an order to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the form and to the extent such source code is provided by Oracle, and You must distribute Separately Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Oracle). Notwithstanding the foregoing, Your rights to the Programs are solely limited to the rights granted in Your order.

3.2 You may not:

- a. remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;
- b. make the Programs or materials resulting from the Service Offerings available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license or materials from the Service Offerings you have acquired);
- c. cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
- d. disclose results of any Program benchmark tests without Oracle's prior written consent, except as required by applicable law, provided that You give Oracle prior notice and an opportunity to oppose such disclosure (unless prohibited by law).

3.3 The prohibition on the assignment or transfer of the Programs or any interest in them under section 15 of the General Terms shall apply to all Programs licensed under this Schedule P, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TRIAL PROGRAMS

You may order trial Programs, or Oracle may include additional Programs with Your order which You may use for trial, non-production purposes only. You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. You have 30 days from the Commencement Date to evaluate these Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

5. TECHNICAL SUPPORT

5.1 For purposes of an order, technical support consists of Oracle's annual technical support services You may have ordered from Oracle or an authorized reseller for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may require in order to perform the technical support services. The technical support policies are incorporated in this Schedule P and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable technical support services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

5.2 If You decide to purchase technical support for any Program license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

6. PROGRAM-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Program-related Service Offerings under this Schedule P as listed in the Program-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to Your license to use Programs

owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Programs.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle warrants that a Program licensed to You will operate in all material respects as described in the applicable Program Documentation for a period of one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any Program warranty deficiency within one year after delivery. Oracle also warrants that technical support services and Program-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule P will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Program-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Program-related Service Offerings.

7.2 ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS.

7.4 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Programs to ensure Your use of the Programs is in compliance with the terms of the applicable order and the Master Agreement. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Such assistance shall include, but shall not be limited to, the running of Oracle data measurement tools on Your servers and providing the resulting data to Oracle. Oracle shall comply with reasonable security and safety rules, policies, and procedures, including but not limited to any facility or system access rules applicable to outside parties ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; You make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the Master Agreement or the applicable order. If the audit identifies non-compliance, You shall be responsible for remedying such non-compliance, which may include, without limitation, the payment of any fees for additional licenses for Programs or the discontinuation of noncompliant use. If the remedy requires You to pay fees, You will submit a contract modification to document the amount of such fees. The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of section 8 (Nondisclosure) of the General Terms. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

9. ORDER LOGISTICS

9.1 Delivery and Installation

9.1.1 You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.

9.1.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Programs listed in the Programs and Program Support Service Offerings section of the applicable order. Through the Internet URL, You can access and electronically

download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise unless otherwise stated in Your Order.

9.1.3 If ordered, Oracle will deliver the tangible media to the delivery address specified on the applicable order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

9.2 Territory

The Programs shall be used in the United States.

9.3 Pricing, Invoicing and Payment Obligation

9.3.1 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.3.2 Program fees are invoiced as of the Commencement Date.

9.3.3 Program-related Service Offering fees are invoiced after the performance of the Program-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

9.3.4 In addition to the prices listed on the order, and unless specified otherwise in Your Order, Oracle will invoice You for any applicable shipping charges or applicable taxes and You will be responsible for such charges and taxes.

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	("Oracle," "we," "us," or "our")
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Your Name ("You"):	County of Riverside, a political subdivision of the State of California
General Terms Reference:	US-OMA-FEC-80364680
Schedule Reference:	Schedule C

This Cloud Services Schedule (this "Schedule C") is a Schedule to the General Terms referenced above. This Schedule C shall coterminate with the General Terms. For purposes of the Services under this Schedule C, the General Terms and this Schedule C constitute, collectively, the "Master Agreement"; other Schedules to the General Terms, such as Schedule P (Program Schedule), do not apply to the Services ordered under this Schedule C.

1. USE OF THE SERVICES

1.1 Oracle will make the Oracle services listed in Your order (the "Services") available to You pursuant to the Master Agreement and Your order. Except as otherwise stated in the Master Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with the Master Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with the Master Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in the Master Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1 Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement or Your order. Fees for Services listed in an order are exclusive of taxes and expenses, unless expressly stated otherwise in Your order.

2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under the Master Agreement.

3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You have the authority to and do grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with the Master Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 Except as permitted by the Master Agreement or Your order, You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party.

4. NONDISCLOSURE

Your Content residing in the Services will be considered Confidential Information subject to the terms of this section, Section 8 of the General Terms and Your order. Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services.

5. PROTECTION OF YOUR CONTENT

5.1 In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <https://www.oracle.com/contracts/cloud-services>.

5.2 To the extent Your Content includes Personal Information (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as defined below), Oracle will furthermore comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at <https://www.oracle.com/contracts/cloud-services> and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3 Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Information) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of the Master Agreement and/or Your order. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security or confidentiality of such content outside of Oracle's control.

5.4 Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any data that imposes specific data security, data protection or regulatory obligations on Oracle in addition to or different from those specified in the Data Processing Agreement, Service Specifications or the Master Agreement. If Your Content includes any of the foregoing data (e.g., certain regulated health or payment card information), Oracle will process such data only pursuant to the terms of Your order, the Data Processing Agreement, Service Specifications and the Master Agreement. You are responsible for complying with Your specific regulatory, legal or data security obligations which may apply to such data. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security, data protection or regulatory

requirements applicable to such data.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1 Each party represents that it has validly entered into the Master Agreement and that it has the power and authority to do so. We warrant that during the Services Period, we will perform the Services using commercially reasonable care and skill and in all material respects as described in the Service Specifications (the "Services Warranty"). If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2 WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THE MASTER AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE ORACLE PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

8. ADDITIONAL INFRINGEMENT INDEMNIFICATION TERMS

8.1 If Oracle is the Provider and exercises its option under Section 5.2 of the General Terms to end the license for and require the return of Material that is a component of the Services, including Oracle Software, then Oracle will refund any unused, prepaid fees that You have paid for such Material. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund to You any unused, prepaid fees for such Services.

8.2 We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3 The phrase "user documentation" in the first sentence of Section 5.6 of the General Terms includes the Service Specifications referenced in Your order for Services.

9. TERM AND TERMINATION

9.1 Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the

contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.2 We may suspend Your and/or Your Users' access to, or use of, the Services if we believe that: (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; (c) there is a violation of the Acceptable Use Policy; or (d) You provided false account or payment information or Your digital payment method is refused. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. For Services with the applicable operational capability, Oracle will use reasonable efforts to limit any suspension only to the portion of the Services related to the issue causing suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this section shall not excuse You from Your payment obligations.

9.3 If either of us breaches a material term of the Master Agreement or any order and fails to correct the breach within 30 days of written specification of the breach (provided in accordance with Section 14.1 below), then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of the Master Agreement, the Master Agreement and any orders that have been placed under the Master Agreement. If Oracle terminates any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for terminated order(s) plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under the Master Agreement and/or Your order, You may not use those Services ordered.

9.4 You may terminate this Schedule at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of this Schedule will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Schedule were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Schedule.

9.5 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, we will delete any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

10. THIRD PARTY CONTENT, SERVICES AND WEBSITES

10.1 The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for such Third Party Content or Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2 Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. We disclaim all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period; and (b) features of the Services that interoperate with Third Party Services such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under the Master Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. Any change to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under the Master Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE-PROVIDED SOFTWARE

11.1 We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well

as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 We may (a) compile statistical and other information related to the performance, operation and use of the Services, and (b) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). We retain all intellectual property rights in Service Analyses.

11.3 We may provide You with the ability to obtain certain Oracle-provided Software (as defined below) for use with the Services. Unless we specify that separate terms will apply to Oracle-provided Software, any Oracle-provided Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use, and allow Your Users to use, such Oracle-provided Software, subject to the terms of the Master Agreement and Your order, solely to facilitate Your authorized use of the Services. Your right to use any Oracle-provided Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle-provided Software. Your right to use any part of the Oracle-provided Software that is licensed under the separate terms is not restricted in any way by the Master Agreement.

12. HARDWARE DEVICES

The terms in this Section 12 (Hardware Devices) only apply to an order which includes a Hardware Device.

12.1 Your order may include a Hardware Device (as defined below), which You may use with the applicable Services as described in the Service Specifications. The terms of the Master Agreement and Your order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software (both as defined below), unless expressly stated otherwise in this Section 12, or if the terms by their nature would be inapplicable to Hardware Devices.

12.2 We provide a limited warranty for Hardware Devices as described in the Oracle Hardware Warranty available at <http://www.oracle.com/contracts/hardware>. Any changes to the Oracle Hardware Warranty will not apply to Hardware Devices ordered prior to such change.

12.3 We provide technical support services for Hardware Devices as described in the Service Specifications and/or Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided (available at <http://www.oracle.com/contracts/hardware>), as applicable.

12.4 With respect to our indemnification for Hardware Devices under Section 8, notwithstanding the provisions of Section 5.2 of the General Terms, if we believe or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, we may choose to either replace or modify the Hardware Device (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, we may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

12.5 "Hardware Device" is defined as hardware that meets both of the following requirements: (a) the hardware is managed by or used as part of the Services, and (b) the hardware is designated as a Hardware Device by Oracle. Title to Hardware Devices will transfer to You upon delivery to You unless otherwise specified in Your order.

12.6 "Operating System" refers to the software that manages the Hardware Device. You have the right to use the Operating System delivered with the Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to the terms of the license agreement(s) delivered with or on the Hardware Device. Current versions of the license agreements are located in the documentation for the Hardware Device.

12.7 "Integrated Software" refers to any software or programmable code that is embedded or integrated in a Hardware Device and enables the functionality of the Hardware Device. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, development tools, or system management software or other code that is separately licensed by us or a third party. You have the limited, non-exclusive right to use Integrated Software delivered with a Hardware Device

(and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to any terms delivered with or on the Hardware Device and/or in the applicable documentation.

12.8 We or our licensors retain all ownership and intellectual property rights in and to the Operating System and Integrated Software. The Hardware Device may contain or require the use of third party technology that is provided with or pre-installed on the Hardware Device. Third party technology is licensed under terms which we may provide to You (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or (iv) in the notice files. Your right to use this third party technology under separate license terms are not restricted in any way by the Master Agreement. We do not warrant or provide any technical support services for this third party technology.

12.9 The Operating System or Integrated Software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System and Integrated Software under such terms are not restricted in any way by the Master Agreement. The appropriate terms associated with these separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System and Integrated Software. For software (i) that is part of the Operating System or Integrated Software and (ii) that You receive from us in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for the software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

13. ADDITIONAL EXPORT TERMS

You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

14. ADDITIONAL NOTICE TERMS

14.1 Any notice required under the Master Agreement shall be provided to the other party in writing as specified in Section 14 of the General Terms.

14.2 We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You (a) by electronic mail to Your e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

14.3 You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Data Processing Agreement (and certain other Service Specifications made available by Oracle) at <http://www.oracle.com/contracts/cloud-services>.

15. OTHER

15.1 We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

15.2 Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Even if recommended by us, we are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts or omissions of any business partner or third party, unless the business partner or third party is providing Services as our subcontractor or is otherwise engaged by Oracle in connection with performance of its obligations under the Master Agreement, and, if so, then only to the same extent as we would be responsible for our resources under the Master Agreement.

15.3 Prior to entering into an order governed by the Master Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

15.4 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document, and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to Your order. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. The Master Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by the Master Agreement. The Uniform Computer Information Transactions Act does not apply to the Master Agreement or to orders placed under it.

16. AGREEMENT DEFINITIONS

16.1 **"Oracle-provided Software"** means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

16.2 **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle-provided Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

16.3 **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

16.4 **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle provided tools.

16.5 **"Users"** means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with the Master Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered "Users" subject to the terms of the Master Agreement and Your order.

16.6 **"Your Content"** means all software, data (including Personal Information), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under the Master Agreement, Oracle-provided Software, other Oracle Products and Services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content". Your Content includes any Third Party Content that is brought by You into the Services, by Your use of the Services or any Oracle provided tools.

16.7 Capitalized terms used but not defined in this Schedule C have the meanings set forth in the General Terms.

**Public Sector
Schedule H - Hardware**

Oracle America, Inc. ("Oracle")
500 Oracle Parkway Redwood Shores,
CA 94065

Your Name:	County of Riverside, a political subdivision of the State of California
General Terms Reference:	US-OMA-FEC-80364680

This Public Sector Hardware Schedule (this "Schedule H") is a Schedule to the General Terms referenced above. The General Terms and this Schedule H, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule H shall coterminate with the General Terms.

1. DEFINITIONS

1.1 "**Commencement Date**" for the Hardware, Operating System and Integrated Software refers to the date the Hardware is delivered. For Integrated Software Options, the Commencement Date refers to the date the Hardware is delivered or the effective date of the order if shipment of Hardware is not required.

1.2 "**Integrated Software Options**" refers to software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that You must separately order. Such separate order will set forth the fees for the Integrated Software Options You are ordering. Not all Hardware contains Integrated Software Options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at <http://oracle.com/contracts> (the "Integrated Software Options License Rules") for the specific Integrated Software Options that may apply to specific Hardware. Oracle reserves the right to designate new software features as Integrated Software Options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

1.3 Capitalized terms used but not defined in this Schedule H have the meanings set forth in the General Terms.

2. RIGHTS GRANTED

2.1 Your Hardware order consists of the following items: Operating System (as defined in Your configuration), Integrated Software and all Hardware equipment (including components, options and spare parts) specified on the applicable order. Your Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until You separately order them and pay the fees as set forth in and in accordance with such order.

2.2 You have the right to use the Operating System delivered with the Hardware subject to the terms of the license agreement(s) delivered with the Hardware. Current versions of the license agreements are located at <http://oracle.com/contracts>. You are licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part of, the Hardware.

2.3 You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of this Schedule H and the applicable documentation. You are licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of, the Hardware. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software Options that You separately order subject to the terms of this Schedule H, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of this Schedule H. You are licensed to use those Integrated Software Options and any Integrated Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To fully understand Your license right to any Integrated Software Options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Master Agreement and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

2.4 The Operating System or Integrated Software or Integrated Software Options (or all three) may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System, Integrated Software and Integrated Software Options under such terms are not restricted in any way by the Master Agreement including this Schedule H. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Integrated Software, and Integrated Software Options.

2.5 Upon payment for Hardware-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule H ("deliverables"); however, certain deliverables may be subject to additional license terms which are provided in the order.

3. RESTRICTIONS

3.1 You may only make copies of the Operating System, Integrated Software and Integrated Software Options for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the Operating System, Integrated Software or Integrated Software Options. You shall not decompile or reverse engineer (unless required by law for interoperability) the Operating System or Integrated Software.

3.2 You acknowledge that to operate certain Hardware, Your facility must meet a minimum set of requirements as described in the Hardware documentation. Such requirements may change from time to time, as communicated by Oracle to You in the applicable Hardware documentation.

3.3 The prohibition on the assignment or transfer of the Operating System or any interest in it under section 15 of the General Terms shall apply to all Operating Systems licensed under this Schedule H, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TRIAL PROGRAMS

Oracle may include additional Programs on the Hardware (e.g., Exadata Storage Server software). You are not authorized to use those Programs unless You have a license specifically granting You the right to do so; however, You may use those additional Programs for trial, non-production purposes for up to 30 days from the date of delivery provided that You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

5. TECHNICAL SUPPORT

5.1 If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the technical support services. The Oracle Hardware and Systems Support Policies are incorporated in this Schedule H and are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of technical support services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into the order for technical support services. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://oracle.com/contracts>.

5.2 Oracle Hardware and Systems Support is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

6. HARDWARE-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Hardware-related Service Offerings under this Schedule H as listed in the Hardware-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable

Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the Hardware, (ii) the Operating System and the Integrated Software and the Integrated Software Options, and (iii) the Operating System media, the Integrated Software media and the Integrated Software Options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the Hardware will be free from, and using the Operating System and Integrated Software and Integrated Software Options will not cause in the Hardware, material defects in materials and workmanship for one year from the date the Hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to Hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to Hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The Hardware may be new or like new. The Oracle Hardware Warranty applies to Hardware that is new and Hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

7.2 Oracle also warrants that technical support services and Hardware-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule H will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Hardware-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Service Offerings.

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE HARDWARE ITEM OR (ii) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.4 Replacement units for defective parts or Hardware Items replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the Hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or Hardware Items shall transfer back to Oracle upon removal from the Hardware.

7.5 ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, INTEGRATED SOFTWARE OPTIONS OR MEDIA.

7.6 No warranty will apply to any Hardware, Operating System, Integrated Software, Integrated Software Options or media which has been:

- a. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware);
- b. maltreated or used in a manner other than in accordance with the relevant documentation;
- c. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- d. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- e. used with equipment or software not covered by an Oracle warranty, to the extent that the problems are attributable to such use;
- f. relocated, to the extent that problems are attributable to such relocation;
- g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;

- h. used by parties appearing on the then-current U.S. export exclusion list;
- i. relocated to countries subject to U.S. trade embargo or restrictions;
- j. used remotely to facilitate any activities for parties or in the countries referenced in 7.6(h) and 7.6(i) above; or
- k. purchased from any entity other than Oracle or an Oracle authorized reseller.

7.7 The Oracle Hardware Warranty does not apply to normal wear of the Hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.

8. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Operating System, Integrated Software and Integrated Software Options. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Operating System, Integrated Software and Integrated Software Options in excess of Your license rights. If You do not pay, Oracle can end (a) Service Offerings (including technical support) related to the Operating System, Integrated Software and Integrated Software Options, (b) licenses of the Operating System, Integrated Software and Integrated Software Options ordered under this Schedule H and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

9. ORDER LOGISTICS

9.1 Delivery, Installation and Acceptance of Hardware

9.1.1 You are responsible for installation of the Hardware unless You purchase installation services from Oracle for that Hardware.

9.1.2 Oracle will deliver the Hardware in accordance with Oracle's Order and Delivery Policies which are in effect at the time of Your order and which may be accessed at <http://oracle.com/contracts>. Oracle will use the delivery address specified by You on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified on the order and the delivery terms in the Order and Delivery Policies that are applicable to Your country of destination will apply.

9.1.3 Acceptance of the Hardware is deemed to occur on delivery.

9.1.4 Oracle may make and invoice You for partial deliveries.

9.1.5 Oracle may make substitutions and modifications to the Hardware that do not cause a material adverse effect in overall Hardware performance.

9.1.6 Oracle will use its reasonable commercial efforts to deliver the Hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of Hardware that You have ordered.

9.2 Delivery and Installation of Integrated Software Options

9.2.1 You are responsible for installation of the Integrated Software Options unless the Integrated Software Options have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for the Integrated Software Options.

9.2.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Integrated Software Options listed in the order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the Integrated Software Options and related documentation for the Integrated Software Options listed. Provided that You have continuously maintained technical support for the listed Integrated Software Options, You may continue to download the Integrated Software Options and related documentation. Please be advised that not all Integrated Software Options are available on all Hardware/Operating System combinations. For the most recent Integrated Software Options availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery

obligation with respect to Integrated Software Options under the applicable order, electronic download or otherwise.

9.3 Transfer of Title

Title to the Hardware will transfer upon delivery.

9.4 Territory

The Hardware shall be installed in the country/countries that You specify as the delivery location on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified in the order.

9.5 Pricing, Invoicing, and Payment Obligation

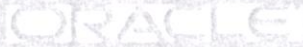
9.5.1 You may change a Hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.

9.5.2 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Hardware, Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.5.3 Hardware and Integrated Software Options fees are invoiced as of the respective Commencement Dates.

9.5.4 Hardware-related Service Offering fees are invoiced after performance of the Hardware-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. The period of performance for all Hardware-related Service Offerings is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

9.5.5 In addition to the prices listed on the order, Oracle will invoice You for any applicable freight charges or applicable taxes, and You will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.



Schedule OSSS – Oracle Open Source Support Services

Oracle America, Inc. ("Oracle")
500 Oracle Parkway Redwood Shores,
CA 94065

Your Name:	County of Riverside, a political subdivision of the State of California
General Terms Reference:	US-OMA-FEC-80364680

This Oracle Open Source Support Services Schedule (this "Schedule OSSS") is a Schedule to the General Terms referenced above. The General Terms and this Schedule OSSS, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule OSSS shall co-terminate with the General Terms.

1. DEFINITIONS

1.1 "Covered Programs" is defined as the specific set of software products listed on the document titled Oracle Linux and Oracle VM Covered Programs (available at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>) for which You have ordered Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s), including any related program documentation and patches and bug fixes acquired through such Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s).

1.2 "Oracle Linux Service Offering(s)", "Oracle VM Service Offering(s)" and "Oracle Verrazzano Service Offering(s)" refer to Oracle Linux, Oracle VM and Oracle Verrazzano support services respectively as defined under the Oracle Open Source Support Policies referenced in Section 2.2 below.

1.3 "Oracle Open Source Service Offering(s)" means the Oracle Linux Service Offering(s), the Oracle VM Service Offering(s), and the Oracle Verrazzano Service Offering(s).

1.4 "Support Term" is defined as the duration for which You have acquired the applicable Oracle Open Source Service Offering(s).

1.5 "Program Documentation" refers to the program user manual and program installation manuals. Program Documentation may be delivered with the Oracle Linux, Oracle VM and Oracle Verrazzano programs. You may access the documentation online at <http://oracle.com/documentation>.

1.6 Capitalized terms used but not defined in this Schedule OSSS have the meanings set forth in the General Terms.

2. ORACLE OPEN SOURCE SERVICE OFFERING(S)

2.1 Upon Oracle's acceptance of Your order, You have the limited right to receive the applicable Oracle Open Source Service Offering(s) solely for Your business operations and subject to the terms of this Schedule OSSS including availability rules and metric definitions set forth in the order and the Program Documentation.

2.2 For purposes of the order, the Oracle Open Source Service Offering(s) consists of Oracle's technical support services level You may have ordered from Oracle or an authorized reseller for the Oracle Open Source Service Offering(s). If ordered, the Oracle Open Source Service Offering(s) (including initial year and all subsequent years) are provided under the Oracle Open Source Support Policies in effect at the time the Oracle Open Source Service Offering(s) are provided. The Oracle Open Source Support Policies, which are incorporated in this Schedule OSSS, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of technical support services provided during the period for which fees for the Oracle Open Source Service Offering(s) have been paid. Oracle Open Source Service Offering(s) are available for certain systems, and may be subject to additional restrictions as set forth in the

Oracle Open Source Support Policies. You should review the Oracle Open Source Support Policies prior to entering into the order for the applicable Oracle Open Source Service Offering(s). You may access the current version of the Oracle Open Source Support Policies at <http://oracle.com/contracts>.

2.3 The Oracle Open Source Service Offering(s) are effective upon the effective date of the order unless otherwise stated in Your order. If Your order was placed through the Oracle Store, the effective date is the date Your order was accepted by Oracle.

2.4 The Oracle Open Source Service Offering(s) provided under this Schedule OSSS are in support of licenses You acquired separately. All patches, bug fixes and other code received as part of the Oracle Open Source Service Offering(s) under this Schedule OSSS shall be provided under the applicable license terms for the Oracle Linux, Oracle VM and/or Oracle Verrazzano program(s) that You have downloaded and/or installed. The Oracle Open Source Service Offering(s) may also include the right to use certain additional software or tools during the Support Term for which fees for Oracle Open Source Service Offering(s) have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the Program Documentation.

3. ORACLE LINUX AND ORACLE VM INDEMNIFICATION

3.4 Provided You are a current subscriber to the Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s), if a third party makes a claim against You that any Covered Programs furnished by Oracle, and used by You for Your business operations infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following:

- a. Notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);
- b. Give Oracle sole control of the defense and any settlement negotiations; and
- c. Give Oracle the information, authority, and assistance it needs to defend against or settle the claim.

3.5 If Oracle believes or it is determined that any Covered Programs may have violated a third party's intellectual property rights, Oracle may choose to either modify the Covered Programs to be non-infringing (while substantially preserving their utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, then Oracle may, upon 30 days notice to You, terminate Your right to receive indemnification for Your further use of the Covered Programs and refund any unused, prepaid service fees, You have paid for the Covered Programs.

3.6 Notwithstanding the above, Oracle will not defend or indemnify You in connection with claims, damages, liabilities, costs or expenses arising out of, or caused by, or related to: (a) Your distribution of the Covered Programs; (b) Your alteration of the Covered Programs; (c) Your use of a version of the Covered Programs which has been superseded, if the infringement claim could have been avoided by using the current version of the Covered Programs; (d) Your use of the Covered Programs outside the scope of use identified in the user documentation or the Oracle Open Source Support Policies; (e) Your use of the Covered Programs when You were not a subscriber to the Oracle Linux Service Offering(s) and/or Oracle VM Service Offering(s); (f) any information, design, specification, instruction, software, data, or material not furnished by Oracle; (g) the combination of any Covered Programs with any products or services not provided by Oracle; (h) Your claim, lawsuit, or action against a third party. For avoidance of doubt, this section 3 specifically excludes, and no indemnification is provided for, the Verrazzano programs. **This section provides Your exclusive remedy for any infringement claims or damages, liabilities, costs or expenses.**

4. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

4.1 Oracle warrants that the Oracle Open Source Service Offering(s) will be provided in a professional manner consistent with industry standards. You must notify Oracle of any Oracle Open Source Service Offering(s) warranty deficiencies within 90 days from performance of the defective Oracle Open Source Service Offering(s).

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

4.3 ORACLE DOES NOT GUARANTEE THAT ANY PROGRAMS ASSOCIATED WITH THE ORACLE OPEN SOURCE SERVICE OFFERING(S) (INCLUDING BUT NOT LIMITED TO THE ORACLE LINUX, ORACLE VM OR

ORACLE VERRAZZANO PROGRAMS) WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT ORACLE OPEN SOURCE SERVICE OFFERING(S), OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT ORACLE OPEN SOURCE SERVICE OFFERING(S) AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT ORACLE OPEN SOURCE SERVICE OFFERING(S).

5. LIMITATION OF LIABILITY FOR INFRINGEMENT CLAIMS

For purposes of this Schedule OSSS, the limitation of liability in the General Terms referenced above shall not be construed to limit Oracle's indemnification obligation or Your exclusive remedy for any infringement claims or damages, liabilities, costs or expenses under Section 3 of this Schedule OSSS.

6. GOVERNING LAW AND JURISDICTION

Notwithstanding anything to the contrary set forth in the General Terms, this Schedule OSSS is governed by the laws of California and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Schedule OSSS.

7. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Oracle Open Source Service Offering(s) to ensure Your use of the Oracle Open Source Service Offering(s) is in compliance with the terms of the applicable order and the Master Agreement. Any such audit shall not unreasonably interfere with Your normal business operations.

You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information reasonably requested by Oracle.

The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of the Nondisclosure section of the Master Agreement.

If the audit identifies non-compliance, You agree to remedy (which may include, without limitation, the payment of any fees applicable to Your use of the Oracle Open Source Service Offering(s) in excess of Your service rights) such non-compliance within 30 days of written notification of that non-compliance. If You do not remedy the non-compliance, Oracle can end (a) Oracle Open Source Service Offering(s), (b) Oracle Open Source-related Service Offering(s) and/ or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

8. ORDER LOGISTICS

8.1 Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

8.2 Oracle Open Source Service Offering(s) fees are invoiced in advance of the performance of the Oracle Open Source Service Offering(s); specifically, Oracle Open Source Service Offering(s) fees are invoiced annually in advance. The period of performance for all Oracle Open Source Service Offering(s) is effective upon the effective date of Your order.

8.3 If an order for Oracle Open Source Service Offering(s) is for a Support Term that is for multiple years, You are required to pay the fees covering such multiple years in advance of the start of such Support Term.



ORACLE MASTER AGREEMENT AMENDMENT ONE

This Oracle Master Agreement Amendment One (this "Amendment") amends the Oracle Master Agreement US-OMA-FEC-80364680, dated _____ (to be completed by Oracle), and all amendments and addenda thereto (the "Master Agreement") between County of Riverside, a political subdivision of the State of California ("You") and Oracle America, Inc. ("Oracle").

The parties agree to amend the Master Agreement as follows:

A. GENERAL TERMS

1. Delete and replace the Preamble with the following:

"These General Terms (these "General Terms") are between Oracle America, Inc. ("Oracle") and the entity identified below in the signature block (hereafter referred to as "You," "County of Riverside," or "County"). To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

All local government entities located within the State of California ("State"), including, but not limited to, any city, county, city and county, district, or other local governmental body or corporation (each such entity, an "Authorized Contract User") may also order programs and services from Oracle in accordance with the terms and conditions of this Master Agreement. For the avoidance of doubt, no state agencies are eligible to place orders under this Master Agreement as an Authorized Contract User.

By placing an order under this Master Agreement, each Authorized Contract User agrees to be bound by the terms and conditions of the applicable ordering document and this Master Agreement and, for the purposes of such order, "You" and "Your" as used in this Master Agreement shall be deemed to refer to such Authorized Contract User, unless indicated otherwise herein. Each Authorized Contract User shall be independently responsible for its obligations and breach(es) of such terms and conditions and shall be entitled to enforce this Master Agreement directly only with respect to its own orders placed hereunder."

2. INDEMNIFICATION – Section 5

Insert the following parenthetical in subsection 5.1(b) immediately before the semicolon:

"(provided, however, that without the Recipient's written consent, Provider may not admit that Recipient has any liability, obligate Recipient to pay any non-reimbursable sum, or make any admission of a wrongdoing by Recipient in conjunction with the defense or as a result of the settlement of the claim)".

3. NONDISCLOSURE – Section 8

a. Insert the following sentences after the first sentence of subsection 8.1:

"Confidential Information includes Personal Data. "Personal Data" means non-public personally identifiable information of your individual employees or customers. You agree to disclose to Oracle only such Personal Data as is necessary for Oracle to perform its obligations under this Master Agreement."

b. Add the following as the last sentence to subsection 8.3:

"To the extent not prohibited by law or judicial order, Oracle shall provide prompt, written notification to You of all third party requests seeking disclosure of Your Confidential Information."

c. Add the following as new subsection 8.4:

"Oracle shall not use for personal gain or make other improper use of Confidential Information which is acquired in connection with this Master Agreement; provided, however, that nothing in this Master Agreement shall prevent Oracle from using general know-how acquired by Oracle's exposure to Confidential Information while providing services to you or from using Confidential Information related to your business processes in the development, modification or enhancement of Oracle's products or in the provision of services to third parties, as long as such use does not result in the disclosure of your Confidential Information to third parties in violation of this section. "Confidential Information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; information or data or Your operational procedures which is not subject to public disclosure; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement."

4. GOVERNING LAW AND JURISDICTION – Section 13

Insert the following as the last sentence of Section 13:

You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in the County of Riverside in California in any dispute arising out of or relating to this Master Agreement.

5. OTHER – Section 16

Insert the following as a new subsection 16.9 in Section 16, Other:

"16.9 Without limiting or diminishing ORACLE'S obligation to indemnify or hold the COUNTY harmless, ORACLE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement or has the ability to pay applicable claims. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds. Any reference in this section to naming the County as Additional Insureds shall not apply to any Authorized Contract Users; no Authorized Contract User referencing this Master Agreement shall be named as an Additional Insured.

A. Workers' Compensation:

If ORACLE has employees as defined by the State of California, ORACLE shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ORACLE'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then ORACLE shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Cyber Liability

Oracle shall procure and maintain Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Oracle in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

E. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A- A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) Reserved.
- 3) ORACLE shall cause ORACLE'S insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and documentation showing the cyber insurance coverage. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance evidencing coverage's set forth herein and the insurance required herein is in full force and effect.
- 4) It is understood and agreed to by the parties hereto that ORACLE'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self- insured retention's or self-insured programs shall not be construed as contributory.
- 5) Reserved.
- 6) ORACLE shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) Reserved.
- 8) ORACLE agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
- 9) Oracle shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Oracle, its agents, representatives, or employees. Oracle shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data."

B. SCHEDULE P – PROGRAM

1. AUDIT – Section 8

Delete the language in Section 8 Audit in its entirety and replace it with the following language:

"Upon 45 days written notice, Oracle may audit Your use of the Programs, but no more than twice annually. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. In the event of an audit, Oracle agrees to provide You an opportunity, not to exceed thirty (30) days, to review, discuss, and respond to any findings before a final audit report is filed. Once the audit report is finalized, You agree to pay within thirty (30) days written notification of any fees applicable to Your use of the Programs in excess of Your license rights. If You do not pay, Oracle can end (a) Program-related Service Offerings (including technical support), (b) Program licenses ordered under this Schedule P and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

If You in good faith provide Oracle with written notice of an alleged error in the amount of the underpaid fees due Oracle as a result of an audit under this section (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President (or Your County equivalent designee) 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 Your County equivalent designee) concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is likely."

C. SCHEDULE H – HARDWARE

1. AUDIT – Section 8

Delete the language in Section 8 Audit in its entirety and replace it with the following language:

"Upon 45 days written notice, Oracle may audit Your use of the Operating System, Integrated Software and Integrated Software Options, but no more than twice annually. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal

business operations. In the event of an audit, Oracle agrees to provide You an opportunity, not to exceed thirty (30) days, to review, discuss, and respond to any findings before a final audit report is filed. Once the audit report is finalized, You agree to pay within thirty (30) days written notification of any fees applicable to Your use of the Operating System, Integrated Software and Integrated Software Options in excess of Your license rights. If You do not pay, Oracle can end (a) Service Offerings (including technical support) related to the Operation System, Integrated Software and Integrated Software Options, (b) licenses of the Operation System, Integrated Software and Integrated Software Options ordered under this Schedule H and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

If You in good faith provide Oracle with written notice of an alleged error in the amount of the underpaid fees due Oracle as a result of an audit under this section (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President (or Your County equivalent designee) 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 Your County equivalent designee) concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is likely."

D. SCHEDULE OSSS – ORACLE OPEN SOURCE SUPPORT SERVICES

1. GOVERNING LAW AND JURISDICTION – Section 6

Delete the language in Section 6 Governing Law and Jurisdiction in its entirety and replace with the following:

Notwithstanding anything to the contrary set forth in the General Terms, this Schedule OSSS is governed by the laws of California and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in the County of Riverside in California in any dispute arising out of or relating to this Schedule OSSS.

Subject to the modifications herein, the Master Agreement shall remain in full force and effect.

The Effective Date of this Amendment is _____ (to be completed by Oracle)

County of Riverside

Oracle America, Inc.

Authorized Signature:



Authorized Signature:

DocuSigned by:


Name:

CHUCK WASHINGTON

Name:

Sydnei Dang

Title:

CHAIR, BOARD OF SUPERVISORS

Title:

Contract Specialist

Signature Date:

10/01/2024

Signature Date:

24-Jan-2024 | 9:36 AM PST

ATTEST:
KIMBERLY A. RECTOR, Clerk

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By 
DEPUTY

Signature:

Name: Paula S. Salcido

Title: Deputy County Counsel

Signature Date:

9/3/2024

ORDERING DOCUMENT

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

Name	Riverside County	Contact	Anita Abraham
Address	INFORMATION TECH COMMUNICATIONS 3450 14th Street RIVERSIDE CA 92507	Phone Number	951-941-0946
		Email Address	aabraham@RIVCO.ORG

New Subscription

Services Period: 12 months					
Cloud Services	Data Center Region	Period	Quantity	Term	Funded Allocation Value
B88206 - Oracle PaaS and IaaS Universal Credits	Customer Selected	Annual	244370	1.0-12.0 mo	244,370.00
Subtotal					244,370.00

Fee Description	Net Fee
Cloud Services Fees	0.00
Net Fees	0.00
Funded Allocation Value	244,370.00
Total Fees	0.00

OCT 01 2024 3.38

Rate Card Pricing for IaaS/PaaS Public Cloud Services

B88206 - Oracle PaaS and IaaS Universal Credits

Cloud Service Category Discounts

Cloud Service Category	Discount %
Management Cloud Service	5
Application Development Cloud Service	5
Big Data Cloud Service	5
Content Management Cloud Service	5
Analytics Cloud Service	5
Storage Cloud Service	5
Enterprise Integration Cloud Service	5
Security and Identity Management Cloud Service	5
Data Integration Cloud Service	5
Compute Cloud Service	5
Network Cloud Service	5
Data Management Cloud Service	5
Not Discount Eligible	0

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
Management Cloud Service			
B92809 - Oracle Cloud Infrastructure Logging Analytics-Archival Storage	Logging Analytics Storage Unit Per Hour	0.019	0.019
B92888 - Oracle Cloud Infrastructure Ops Insights for Oracle Autonomous Databases-Basic	OCPU Per Hour	0.00	0.00
B92889 - Oracle Cloud Infrastructure Ops Insights for Cloud Databases	OCPU Per Hour	0.01425	0.01425
B92890 - Oracle Cloud Infrastructure Ops Insights for External Oracle Databases and Host	Host CPU Core Per Hour	0.01425	0.01425
B92940 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Tracing Data-Free	1,000 Events Per Hour	0.00	0.00
B92941 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Tracing Data	100,000 Events Per Hour	0.6175	0.6175
B92942 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Synthetic Usage	10 Monitor Runs Per Hour	0.019	0.019

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B93082 - Oracle Cloud Infrastructure-Database Management-External DB BYOL	Host CPU Core Per Hour	0.02375	0.02375
B93083 - Oracle Cloud Infrastructure-Database Management-External DB	Host CPU Core Per Hour	0.0475	0.0475
B93426 - Oracle Cloud Infrastructure-Database Management-Cloud Databases	OCPU Per Hour	0.0475	0.0475
B93705 - Oracle Cloud Infrastructure Ops Insights for Warehouse-Extract	Gigabyte Per Month	1.9	1.9
B93706 - Oracle Cloud Infrastructure Ops Insights for Warehouse-Instance	OCPU Per Hour	0.510815	0.510815
B95634 - Oracle Cloud Infrastructure Logging Analytics-Active Storage	Logging Analytics Storage Unit Per Month 0 - 35	353.4	353.4
	Logging Analytics Storage Unit Per Month 35 - 103	247.38	247.38
	Logging Analytics Storage Unit Per Month 103 - 999999999999999	212.04	212.04
B96199 - Oracle Cloud Infrastructure Ops Insights for Oracle Autonomous Databases-Basic	ECPU Per Hour	0.00	0.00
B96200 - Oracle Cloud Infrastructure-Database Management-Autonomous Databases-ECPU	ECPU Per Hour	0.02375	0.02375
B96629 - Oracle Cloud Infrastructure-Application Performance Monitoring Service-Synthetic Usage-Free	10 Monitor Runs Per Hour	0.00	0.00
B97140 - Oracle Cloud Infrastructure Ops Insights for Oracle Autonomous Databases-Full	ECPU Per Hour	0.007125	0.007125
B99259 - Oracle Cloud Infrastructure-Application Performance Monitoring Service-Stack Monitoring-Enterprise Edition	10 Monitored Resources Per Hour	0.361	0.361
Application Development Cloud Service			
B108130 - Oracle Backend for Spring Boot and Microservices-Standard Edition-Marketplace			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
	Each	0.00	0.00
B88287 - Oracle Java Cloud Service-Enterprise	OCPU Per Hour	0.294215	0.294215
B88288 - Oracle Java Cloud Service-Standard	OCPU Per Hour	0.294215	0.294215
B88289 - Oracle Java Cloud Service-High Performance	OCPU Per Hour	0.73549	0.73549
B88399 - Oracle Java Cloud Service-Enterprise-BYOL	OCPU Per Hour	0.183825	0.183825
B88400 - Oracle Java Cloud Service-High Performance-BYOL	OCPU Per Hour	0.183825	0.183825
B88844 - Oracle Java Cloud Service-Standard-BYOL	OCPU Per Hour	0.183825	0.183825
B89646 - Oracle Visual Builder	OCPU Per Hour	1.174675	1.174675
B90203 - Oracle Visual Builder Studio-Additional Storage	Gigabyte Storage Capacity Per Month	1.52	1.52
B90260 - Oracle Digital Assistant Cloud Service	Request	0.02204	0.02204
B90304 - Oracle Mobile Hub Cloud Service	Request	0.00266	0.00266
B91346 - Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure	OCPU Per Hour	0.245195	0.245195
B91347 - Oracle WebLogic Suite for Oracle Cloud Infrastructure	OCPU Per Hour	0.44137	0.44137
B92302 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Standard	OCPU Per Hour	0.20425	0.20425
B92303 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Enterprise	OCPU Per Hour	0.408595	0.408595
B92304 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Storage	Terabyte Storage Capacity Per Month	66.88	66.88
B92305 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Enterprise-BYOL	OCPU Per Hour	0.30647	0.30647
B92913 - Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure Container Engine for Kubernetes	OCPU Per Hour	0.245195	0.245195
B92914 - Oracle WebLogic Server Suite for Oracle Cloud Infrastructure Container Engine for Kubernetes			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B96582 - Oracle Tuxedo for Oracle Cloud Infrastructure	OCPU Per Hour	0.44137	0.44137
B96583 - Oracle Tuxedo Enterprise Edition for Oracle Cloud Infrastructure	OCPU Per Hour	0.516135	0.516135
B96584 - Oracle Tuxedo Mainframe Modernization Runtimes for Oracle Cloud Infrastructure	OCPU Per Hour	0.774155	0.774155
	OCPU Per Hour	1.03227	1.03227
Big Data Cloud Service			
B108080 - Oracle Cloud Infrastructure Generative AI-Large Meta	10,000 Transactions	0.01425	0.01425
B108085 - Oracle Cloud Infrastructure Generative AI-Large Meta-Dedicated	AI Unit Per Hour	11.4	11.4
B108711 - Oracle Cloud Infrastructure-Language-Dedicated Inferencing-Healthcare	Inferencing Unit Hour	19.00	19.00
B93423 - Oracle Cloud AI Services-Language-Pre-trained Inferencing	1,000 Transactions 0 - 5	0.00	0.00
	1,000 Transactions 5 - 9999999999999999	0.2375	0.2375
B93555 - Oracle Big Data Service	OCPU Per Hour	0.01425	0.01425
B94282 - Oracle Cloud Infrastructure-Data Labeling	Annotated Data Record 0 - 1000	0.00	0.00
	Annotated Data Record 1000 - 9999999999999999	0.00019	0.00019
B94896 - Oracle Cloud Infrastructure-Speech	Transcription Hour 0 - 5	0.00	0.00
	Transcription Hour 5 - 9999999999999999	0.475	0.475
B94973 - Oracle Cloud Infrastructure-Vision-Image Analysis	1,000 Transactions 0 - 5	0.00	0.00
	1,000 Transactions 5 - 9999999999999999	0.2375	0.2375
B94974 - Oracle Cloud Infrastructure-Vision-OCR	1,000 Transactions 0 - 5	0.00	0.00
	1,000 Transactions 5 - 9999999999999999	0.95	0.95
B94977 - Oracle Cloud Infrastructure-Vision-Custom Training			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
	Training Hour 0 - 15	0.00	0.00
	Training Hour 15 - 9999999999999999	1.425	1.425
B95917 - Oracle Cloud Infrastructure-Language-Custom Inferencing	1000 Transactions	3.325	3.325
B95918 - Oracle Cloud Infrastructure-Language-Custom Inferencing-Dedicated	Inferencing Unit Hour 0 - 15	0.00	0.00
	Inferencing Unit Hour 15 - 9999999999999999	1.425	1.425
B95919 - Oracle Cloud Infrastructure-Language-Custom Training	Training Hour 0 - 15	0.00	0.00
	Training Hour 15 - 9999999999999999	1.425	1.425
B95920 - Oracle Cloud Infrastructure-Language-Text Translation	1000 Transactions 0 - 1	0.00	0.00
	1000 Transactions 1 - 9999999999999999	9.5	9.5
B96110 - Oracle Cloud Infrastructure-Document Understanding-OCR	1,000 Transactions 0 - 5	0.00	0.00
	1,000 Transactions 5 - 9999999999999999	0.95	0.95
B96111 - Oracle Cloud Infrastructure-Document Understanding-Document Properties	1,000 Transactions 0 - 5	0.00	0.00
	1,000 Transactions 5 - 9999999999999999	0.2375	0.2375
B96112 - Oracle Cloud Infrastructure-Document Understanding-Document Extraction	1,000 Transactions 0 - 5	0.00	0.00
	1,000 Transactions 5 - 9999999999999999	9.5	9.5
B96113 - Oracle Cloud Infrastructure-Document Understanding-Custom Training	Training Hour 0 - 15	0.00	0.00
	Training Hour 15 - 9999999999999999	1.425	1.425
B97193 - Oracle Cloud Infrastructure-Document Understanding-Custom Document Properties	1,000 Transactions 0 - 5	0.00	0.00

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B97194 - Oracle Cloud Infrastructure-Docment Understanding-Custom Document Extraction	1,000 Transactions 5 - 9999999999999999	1.425	1.425
	1,000 Transactions 0 - 5	0.00	0.00
	1,000 Transactions 5 - 9999999999999999	28.5	28.5
Content Management Cloud Service			
B108776 - WebCenter Imaging For Oracle Cloud Infrastructure	OCPU Per Hour	0.60743	0.60743
B108777 - WebCenter Enterprise Capture For Oracle Cloud Infrastructure	OCPU Per Hour	0.39615	0.39615
B108778 - WebCenter Enterprise Capture Standard Edition For Oracle Cloud Infrastructure	OCPU Per Hour	0.198075	0.198075
B108779 - WebCenter Sites For Oracle Cloud Infrastructure	OCPU Per Hour	0.66025	0.66025
B108780 - WebCenter Sites Satellite Server For Oracle Cloud Infrastructure	OCPU Per Hour	0.16511	0.16511
B108781 - WebCenter Portal For Oracle Cloud Infrastructure	OCPU Per Hour	0.82536	0.82536
B108782 - WebCenter Forms Recognition For Oracle Cloud Infrastructure	OCPU Per Hour	0.66025	0.66025
B108783 - WebCenter Content For Oracle Cloud Infrastructure	OCPU Per Hour	1.138955	1.138955
B108784 - WebCenter Universal Content Management For Oracle Cloud Infrastructure	OCPU Per Hour	0.759335	0.759335
B95279 - Media Services-Media Flow-Standard-H264-SD-Below 30fps	Minute of Output Media Content	0.00095	0.00095
B95280 - Media Services-Media Flow-Standard-H264-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.0019	0.0019
B95281 - Media Services-Media Flow-Standard-H264-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.00285	0.00285
B95282 - Media Services-Media Flow-Standard-H264-HD-Below 30fps			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B95283 - Media Services-Media Flow-Standard-H264-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.00285	0.00285
B95284 - Media Services-Media Flow-Standard-H264-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.0038	0.0038
B95285 - Media Services-Media Flow-Standard-H264-4k-Below 30fps	Minute of Output Media Content	0.0095	0.0095
B95286 - Media Services-Media Flow-Standard-H264-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.01425	0.01425
B95287 - Media Services-Media Flow-Standard-H264-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.0171	0.0171
B95288 - Media Services-Media Flow-Standard-VP8-SD-Below 30fps	Minute of Output Media Content	0.0342	0.0342
B95289 - Media Services-Media Flow-Standard-VP8-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.00285	0.00285
B95290 - Media Services-Media Flow-Standard-VP8-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.0038	0.0038
B95291 - Media Services-Media Flow-Standard-VP8-HD-Below 30fps	Minute of Output Media Content	0.00665	0.00665
B95292 - Media Services-Media Flow-Standard-VP8-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.0076	0.0076
B95293 - Media Services-Media Flow-Standard-VP8-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.0095	0.0095
B95294 - Media Services-Media Flow-Standard-VP8-4k-Below 30fps	Minute of Output Media Content	0.01425	0.01425
	Minute of Output Media Content	0.0342	0.0342

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B95295 - Media Services-Media Flow-Standard-VP8-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.038	0.038
B95296 - Media Services-Media Flow-Standard-VP8-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.0475	0.0475
B95297 - Media Services-Media Flow-Standard-H265VP9-SD-Below 30fps	Minute of Output Media Content	0.00475	0.00475
B95298 - Media Services-Media Flow-Standard-H265VP9-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.00665	0.00665
B95299 - Media Services-Media Flow-Standard-H265VP9-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.0114	0.0114
B95300 - Media Services-Media Flow-Standard-H265VP9-HD-Below 30fps	Minute of Output Media Content	0.0095	0.0095
B95301 - Media Services-Media Flow-Standard-H265VP9-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.019	0.019
B95302 - Media Services-Media Flow-Standard-H265VP9-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.0285	0.0285
B95303 - Media Services-Media Flow-Standard-H265VP9-4k-Below 30fps	Minute of Output Media Content	0.0247	0.0247
B95304 - Media Services-Media Flow-Standard-H265VP9-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.0475	0.0475
B95305 - Media Services-Media Flow-Standard-H265VP9-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.05985	0.05985
B95306 - Media Services-Media Flow-Speed-H264-SD-Below 30fps	Minute of Output Media Content	0.0019	0.0019
B95307 - Media Services-Media Flow-Speed-H264-SD-Above 30fps and Below 60fps	Minute of Output Media Content		

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B95308 - Media Services-Media Flow-Speed-H264-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.00285	0.00285
B95309 - Media Services-Media Flow-Speed-H264-HD-Below 30fps	Minute of Output Media Content	0.0038	0.0038
B95310 - Media Services-Media Flow-Speed-H264-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.0038	0.0038
B95311 - Media Services-Media Flow-Speed-H264-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.00475	0.00475
B95312 - Media Services-Media Flow-Speed-H264-4k-Below 30fps	Minute of Output Media Content	0.0114	0.0114
B95313 - Media Services-Media Flow-Speed-H264-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.0171	0.0171
B95314 - Media Services-Media Flow-Speed-H264-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.019	0.019
B95315 - Media Services-Media Flow-Speed-VP8-SD-Below 30fps	Minute of Output Media Content	0.038	0.038
B95316 - Media Services-Media Flow-Speed-VP8-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.00475	0.00475
B95317 - Media Services-Media Flow-Speed-VP8-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.0057	0.0057
B95318 - Media Services-Media Flow-Speed-VP8-HD-Below 30fps	Minute of Output Media Content	0.0076	0.0076
B95319 - Media Services-Media Flow-Speed-VP8-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.0114	0.0114
	Minute of Output Media Content	0.01425	0.01425

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B95320 - Media Services-Media Flow-Speed-VP8-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.0171	0.0171
B95321 - Media Services-Media Flow-Speed-VP8-4k-Below 30fps	Minute of Output Media Content	0.0456	0.0456
B95322 - Media Services-Media Flow-Speed-VP8-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.0475	0.0475
B95323 - Media Services-Media Flow-Speed-VP8-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.057	0.057
B95324 - Media Services-Media Flow-Speed-H265VP9-SD-Below 30fps	Minute of Output Media Content	0.0057	0.0057
B95325 - Media Services-Media Flow-Speed-H265VP9-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.0076	0.0076
B95326 - Media Services-Media Flow-Speed-H265VP9-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.01425	0.01425
B95327 - Media Services-Media Flow-Speed-H265VP9-HD-Below 30fps	Minute of Output Media Content	0.0114	0.0114
B95328 - Media Services-Media Flow-Speed-H265VP9-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.02375	0.02375
B95329 - Media Services-Media Flow-Speed-H265VP9-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.0342	0.0342
B95330 - Media Services-Media Flow-Speed-H265VP9-4k-Below 30fps	Minute of Output Media Content	0.0475	0.0475
B95331 - Media Services-Media Flow-Speed-H265VP9-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.057	0.057
B95332 - Media Services-Media Flow-Speed-H265VP9-4k-Above 60fps and Below 120fps	Minute of Output Media Content		

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B95333 - Media Services-Media Flow-Quality-H264-SD-Below 30fps	Minute of Output Media Content	0.07125	0.07125
B95334 - Media Services-Media Flow-Quality-H264-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.00285	0.00285
B95335 - Media Services-Media Flow-Quality-H264-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.0038	0.0038
B95336 - Media Services-Media Flow-Quality-H264-HD-Below 30fps	Minute of Output Media Content	0.00475	0.00475
B95337 - Media Services-Media Flow-Quality-H264-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.00475	0.00475
B95338 - Media Services-Media Flow-Quality-H264-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.0057	0.0057
B95339 - Media Services-Media Flow-Quality-H264-4k-Below 30fps	Minute of Output Media Content	0.01425	0.01425
B95340 - Media Services-Media Flow-Quality-H264-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.0228	0.0228
B95341 - Media Services-Media Flow-Quality-H264-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.0285	0.0285
B95342 - Media Services-Media Flow-Quality-VP8-SD-Below 30fps	Minute of Output Media Content	0.0475	0.0475
B95343 - Media Services-Media Flow-Quality-VP8-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.0057	0.0057
B95344 - Media Services-Media Flow-Quality-VP8-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.0076	0.0076
	Minute of Output Media Content	0.0095	0.0095

Usage Item Description	Metric	Unit Net Price	Average Net Unit Price
B95345 - Media Services-Media Flow-Quality-VP8-HD-Below 30fps	Minute of Output Media Content	0.01425	0.01425
B95346 - Media Services-Media Flow-Quality-VP8-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.0171	0.0171
B95347 - Media Services-Media Flow-Quality-VP8-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.019	0.019
B95348 - Media Services-Media Flow-Quality-VP8-4k-Below 30fps	Minute of Output Media Content	0.0513	0.0513
B95349 - Media Services-Media Flow-Quality-VP8-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.057	0.057
B95350 - Media Services-Media Flow-Quality-VP8-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.0665	0.0665
B95351 - Media Services-Media Flow-Quality-H265VP9-SD-Below 30fps	Minute of Output Media Content	0.0285	0.0285
B95352 - Media Services-Media Flow-Quality-H265VP9-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.04275	0.04275
B95353 - Media Services-Media Flow-Quality-H265VP9-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.057	0.057
B95354 - Media Services-Media Flow-Quality-H265VP9-HD-Below 30fps	Minute of Output Media Content	0.057	0.057
B95355 - Media Services-Media Flow-Quality-H265VP9-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.0855	0.0855
B95356 - Media Services-Media Flow-Quality-H265VP9-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.114	0.114
B95357 - Media Services-Media Flow-Quality-H265VP9-4k-Below 30fps			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B95358 - Media Services-Media Flow-Quality-H265VP9-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.114	0.114
B95359 - Media Services-Media Flow-Quality-H265VP9-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.171	0.171
B95375 - Media Services-Media Streams	Minute of Output Media Content	0.228	0.228
	GB of Packaged Content	0.0475	0.0475
Analytics Cloud Service			
B89630 - Oracle Analytics Cloud-Professional	OCPU Per Hour	1.021535	1.021535
B89631 - Oracle Analytics Cloud-Enterprise	OCPU Per Hour	2.04307	2.04307
B89636 - Oracle Analytics Cloud-Professional-BYOL	OCPU Per Hour	0.30647	0.30647
B89637 - Oracle Analytics Cloud-Enterprise-BYOL	OCPU Per Hour	0.30647	0.30647
B92335 - Essbase for Oracle Cloud Infrastructure	OCPU Per Hour	1.247255	1.247255
B92682 - Oracle Analytics-Professional	User Per Month	15.2	15.2
B92683 - Oracle Analytics-Enterprise	User Per Month	76.00	76.00
B94568 - Oracle Analytics Server for Oracle Cloud Infrastructure	OCPU Per Hour	1.6625	1.6625
Storage Cloud Service			
B89057 - Oracle Cloud Infrastructure-File Storage	Gigabyte Storage Capacity per Month	0.285	0.285
B90938 - Oracle Cloud Infrastructure-Streaming-PUT or GET	Gigabytes of Data Transferred	0.02375	0.02375
B90939 - Oracle Cloud Infrastructure-Streaming-Storage	Gigabyte Per Hour	0.00019	0.00019
B91445 - Oracle Cloud Infrastructure-Block Volume-Free	Gigabyte Storage Capacity per Month	0.00	0.00
B91627 - Oracle Cloud Infrastructure-Object Storage-Requests	10,000 Requests per Month 0 - 5	0.00	0.00

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B91628 - Oracle Cloud Infrastructure-Object Storage-Storage	10,000 Requests per Month 5 - 999999999	0.00323	0.00323
	Gigabyte Storage Capacity per Month 0 - 10	0.00	0.00
	Gigabyte Storage Capacity per Month 10 - 999999999	0.024225	0.024225
B91633 - Oracle Cloud Infrastructure-Archive Storage-Free	Gigabyte Storage Capacity per Month 0 - 10	0.00	0.00
	Gigabyte Storage Capacity per Month 10 - 999999999	0.00247	0.00247
B91961 - Oracle Cloud Infrastructure-Block Volume Storage	Gigabyte Storage Capacity Per Month	0.024225	0.024225
B91962 - Oracle Cloud Infrastructure-Block Volume Performance	Performance Units Per Gigabyte Per Month	0.001615	0.001615
B93000 - Oracle Cloud Infrastructure-Infrequent Access Storage-Storage	Gigabyte Storage Capacity Per Month 0 - 10	0.00	0.00
	Gigabyte Storage Capacity Per Month 10 - 9999999999999999	0.0095	0.0095
B93001 - Oracle Cloud Infrastructure-Data Retrieval-Storage	Gigabyte Storage Retrieved Per Month 0 - 10	0.00	0.00
	Gigabyte Storage Retrieved Per Month 10 - 9999999999999999	0.0095	0.0095
B95410 - Oracle ZFS Storage-High Availability	Instance Per Hour	1.7575	1.7575
Enterprise Integration Cloud Service			
B89639 - Oracle Integration Cloud Service-Standard	5K Messages Per Hour	0.61294	0.61294
B89640 - Oracle Integration Cloud Service-Enterprise	5K Messages Per Hour	1.225785	1.225785
B89643 - Oracle Integration Cloud Service-Standard-BYOL	20K Messages Per Hour	0.30647	0.30647

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B89644 - Oracle Integration Cloud Service-Enterprise-BYOL	20K Messages Per Hour	0.30647	0.30647
B92450 - Oracle SOA Suite for Oracle Cloud Infrastructure	OCPU Per Hour	0.686945	0.686945
B92451 - Oracle SOA Suite for Oracle Cloud Infrastructure-with B2B Adapter for EDI	OCPU Per Hour	1.146745	1.146745
B95504 - Oracle Cloud Infrastructure Process Automation-User	Active Process User Per Hour	0.095	0.095
B95505 - Oracle Cloud Infrastructure Process Automation-Execution Pack	Execution Pack Per Month 0 - 1	0.00	0.00
	Execution Pack Per Month 1 - 999999999999999	118.75	118.75
Security and Identity Management Cloud Service			
B108188 - Oracle Cloud Infrastructure Cloud Guard Workload Protection Standard	Node Per Hour	0.006555	0.006555
B108189 - Oracle Cloud Infrastructure Cloud Guard Workload Protection Limited	Node Per Hour	0.00	0.00
B108190 - Oracle Cloud Guard Instance Security Adhoc Queries Enterprise	Request 0 - 950000	0.00	0.00
	Request 950000 - 999999999999999	0.00095	0.00095
B90328 - Oracle Cloud Infrastructure-Key Management-Private Vault	Virtual Private Vault Per Hour	3.5378	3.5378
B90555 - Oracle Identity Cloud Service-Enterprise User	User Per Month	3.04	3.04
B90556 - Oracle Identity Cloud Service-Consumer User	User Per Month	0.0152	0.0152
B90557 - Oracle Identity Cloud Service-Enterprise User-BYOL	User Per Month	0.76	0.76
B90558 - Oracle Identity Cloud Service-Consumer User-BYOL	User Per Month	0.0038	0.0038
B90936 - Oracle Identity Foundation Cloud Service	Each	0.00	0.00
B92092 - Oracle Cloud Infrastructure-KMS Vault-Key Versions			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
	Key Version per Month 0 - 20	0.00	0.00
	Key Version per Month 20 - 999999999	0.50673	0.50673
B93493 - Oracle Cloud Infrastructure Identity and Access Management-External User	User Per Month	0.0152	0.0152
B93494 - Oracle Cloud Infrastructure Identity and Access Management-Oracle Apps Premium	User Per Month	0.2375	0.2375
B93495 - Oracle Cloud Infrastructure Identity and Access Management-Premium	User Per Month	3.04	3.04
B93496 - Oracle Cloud Infrastructure Identity and Access Management-SMS	1 SMS Message Sent 0 - 1000	0.00	0.00
	1 SMS Message Sent 1000 - 999999999999999	0.0285	0.0285
B93497 - Oracle Cloud Infrastructure Identity and Access Management-Token	Token 0 - 10000	0.00	0.00
	Token 10000 - 999999999999999	0.0038	0.0038
B93498 - Oracle Cloud Infrastructure Identity and Access Management-Replication	User Per Month	0.0038	0.0038
B94173 - Oracle Threat Intelligence Service	API Calls	0.00	0.00
B94277 - Oracle Cloud Infrastructure-Web Application Firewall-Requests	1,000,000 Incoming Requests Per Month 0 - 10	0.00	0.00
	1,000,000 Incoming Requests Per Month 10 - 999999999999999	0.57	0.57
B94579 - Oracle Cloud Infrastructure-Web Application Firewall-Instance	Instance Per Month 0 - 1	0.00	0.00
	Instance Per Month 1 - 999999999999999	4.75	4.75
B97172 - Oracle Access Governance for Oracle Cloud Infrastructure-Workforce User	Workforce User Per Month 0 - 100000	0.095	0.095

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B97173 - Oracle Access Governance for Oracle Workloads-Workforce User	Workforce User Per Month 100000 - 999999999999999	0.00475	0.00475
	Workforce User Per Month 0 - 10000	1.9	1.9
	Workforce User Per Month 10000 - 30000	0.7125	0.7125
	Workforce User Per Month 30000 - 999999999999999	0.095	0.095
B97179 - Oracle Access Governance Premium-Consumer User	Consumer User Per Month	0.0152	0.0152
B97180 - Oracle Access Governance for Oracle Workloads-Consumer User	Consumer User Per Month	0.0152	0.0152
B97181 - Oracle Access Governance Premium-Workforce User	Workforce User Per Month 0 - 10000	2.85	2.85
	Workforce User Per Month 10000 - 30000	1.0735	1.0735
	Workforce User Per Month 30000 - 999999999999999	0.1425	0.1425
B98100 - Oracle Cloud Infrastructure-External Key Management	Key Version Per Month	2.85	2.85
B99597 - Oracle Cloud Infrastructure-Dedicated Key Management-(Minimum 3 HSM Partitions)	HSM Partition Per Hour	1.6625	1.6625
Data Integration Cloud Service			
B88299 - Oracle Data Integrator Cloud Service	OCPU Per Hour	0.73549	0.73549
B88406 - Oracle Data Integrator Cloud Service-BYOL	OCPU Per Hour	0.183825	0.183825
B92598 - Oracle Cloud Infrastructure-Data Integration-Workspace	Workspace Usage per Hour	0.152	0.152
B92599 - Oracle Cloud Infrastructure-Data Integration	Gigabyte of Data Processed per Hour	0.038	0.038
B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B92992 - Oracle Cloud Infrastructure-GoldenGate	OCPU Per Hour	0.90231	0.90231
B92993 - Oracle Cloud Infrastructure-GoldenGate-BYOL	OCPU Per Hour	1.276895	1.276895
B93306 - Oracle Cloud Infrastructure-Data Integration-Pipeline Operator Execution	OCPU Per Hour	0.30647	0.30647
	Execution Hour 0 - 30	0.00	0.00
	Execution Hour 30 - 9999999999999999	0.285	0.285
Compute Cloud Service			
B109479 - Oracle Cloud Infrastructure-Compute-GPU-L40S	GPU Per Hour	3.325	3.325
B88315 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-X5	OCPU Per Hour	0.06061	0.06061
B88317 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-X5	OCPU Per Hour	0.06061	0.06061
B88513 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-X7	OCPU Per Hour	0.06061	0.06061
B88514 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-X7	OCPU Per Hour	0.06061	0.06061
B88515 - Oracle Cloud Infrastructure-Compute-Bare Metal Dense I/O-X7	OCPU Per Hour	0.121125	0.121125
B88516 - Oracle Cloud Infrastructure-Compute-Virtual Machine Dense I/O-X7	OCPU Per Hour	0.121125	0.121125
B88517 - Oracle Cloud Infrastructure-Compute-Bare Metal GPU Standard-X7	GPU Per Hour	1.21125	1.21125
B88518 - Oracle Cloud Infrastructure-Compute-Virtual Machine GPU Standard-X7	GPU Per Hour	1.21125	1.21125
B89734 - Oracle Cloud Infrastructure-Compute-GPU Standard-V2	GPU Per Hour	2.8025	2.8025
B90398 - Oracle Cloud Infrastructure-Compute-HPC-X7	OCPU Per Hour	0.07125	0.07125
B90425 - Oracle Cloud Infrastructure-Compute-Standard-E2	OCPU Per Hour	0.0285	0.0285
B90617 - Oracle Functions-Execution Time-10,000 Gigabyte Memory	Seconds 0 - 40	0.00	0.00

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B90618 - Oracle Functions-Invocations	Seconds 40 - 999999999	0.134615	0.134615
	1,000,000 Function Invocations 0 - 2	0.00	0.00
	1,000,000 Function Invocations 2 - 999999999	0.19	0.19
B91119 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-B1	OCPU Per Hour	0.06061	0.06061
B91120 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-B1	OCPU Per Hour	0.06061	0.06061
B91372 - Oracle Cloud Infrastructure-Compute-Microsoft SQL Enterprise	OCPU Per Hour	1.3965	1.3965
B91373 - Oracle Cloud Infrastructure-Compute-Microsoft SQL Standard	OCPU Per Hour	0.3515	0.3515
B91444 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-E2 Micro-Free	OCPU Per Hour	0.00	0.00
B92072 - Oracle Cloud Infrastructure-API Gateway-1,000,000 API Calls	1,000,000 API Calls Per Month	2.85	2.85
B92306 - Oracle Cloud Infrastructure-Compute-Standard-E3-OCPU	OCPU Per Hour	0.02375	0.02375
B92307 - Oracle Cloud Infrastructure-Compute-Standard-E3-Memory	Gigabyte Per Hour	0.001425	0.001425
B92740 - Oracle Cloud Infrastructure-Compute-GPU-E3	GPU Per Hour	2.8975	2.8975
B93113 - Oracle Cloud Infrastructure-Compute-Standard-E4	OCPU Per Hour	0.02375	0.02375
B93114 - Oracle Cloud Infrastructure-Compute-Standard-E4-Memory	Gigabyte Per Hour	0.001425	0.001425
B93121 - Oracle Cloud Infrastructure-Compute-Dense I/O-E4	OCPU Per Hour	0.02375	0.02375
B93122 - Oracle Cloud Infrastructure-Compute-Dense I/O-E4	Gigabyte Memory Per Hour	0.001425	0.001425
B93123 - Oracle Cloud Infrastructure-Compute-Dense I/O-E4			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B93297 - Oracle Cloud Infrastructure-Compute-Standard-A1	NVMe Terabyte Per Hour	0.05814	0.05814
	OCPU Per Hour 0 - 3000	0.00	0.00
	OCPU Per Hour 3000 - 9999999999999999	0.0095	0.0095
B93298 - Oracle Cloud Infrastructure-Compute-Standard-A1-Memory	Gigabyte Per Hour 0 - 18000	0.00	0.00
	Gigabyte Per Hour 18000 - 9999999999999999	0.001425	0.001425
B93311 - Oracle Cloud Infrastructure-Compute-Optimized-X9	OCPU Per Hour	0.0513	0.0513
B93312 - Oracle Cloud Infrastructure-Compute-Optimized-X9-Memory	Gigabyte Per Hour	0.001425	0.001425
B93544 - Oracle Cloud Infrastructure-Compute-GPU-E4	GPU Per Hour	2.8975	2.8975
B93704 - Oracle Cloud Infrastructure-Compute-GPU-T1	GPU Per Hour	1.4725	1.4725
B94176 - Oracle Cloud Infrastructure-Compute-Standard-X9	OCPU Per Hour	0.038	0.038
B94177 - Oracle Cloud Infrastructure-Compute-Standard-X9-Memory	Gigabyte Per Hour	0.001425	0.001425
B95518 - Oracle Cloud Infrastructure-Secure Desktop	Desktop Per Month	4.75	4.75
B95907 - Oracle Cloud Infrastructure-Compute-GPU-A100-v2	GPU Per Hour	3.8	3.8
B95909 - Oracle Cloud Infrastructure-Compute-GPU-A10	GPU Per Hour	1.9	1.9
B96109 - Oracle Container Engine for Kubernetes-Virtual Node	Virtual Node Per Hour	0.01425	0.01425
B96479 - Oracle Compute Cloud@Customer-Compute-Standard-E5	OCPU Per Hour	0.0285	0.0285
B96480 - Oracle Compute Cloud@Customer-Compute-Standard-E5-Memory	Gibibyte Memory Per Hour	0.0019	0.0019
B96481 - Oracle Compute Cloud@Customer-Block Volume Storage-Balanced			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B96482 - Oracle Compute Cloud@Customer-Block Volume Storage-Performance	Gigabyte Storage Capacity Per Month	0.040375	0.040375
B96483 - Oracle Compute Cloud@Customer-File Storage	Gigabyte Storage Capacity Per Month	0.056525	0.056525
B96484 - Oracle Compute Cloud@Customer-Object Storage-Storage	Gigabyte Storage Capacity Per Month	0.285	0.285
B96485 - Oracle Compute Cloud@Customer-Load Balancer	Gigabyte Storage Capacity Per Month	0.024225	0.024225
B96531 - Oracle Cloud Infrastructure-Compute-HPC-E5	Load Balancer Hour	0.010735	0.010735
B96545 - Oracle Container Engine for Kubernetes-Enhanced Cluster	OCPU Per Hour	0.0418	0.0418
B97384 - Oracle Cloud Infrastructure-Compute-Standard-E5-OCPU	Cluster Per Hour	0.095	0.095
B97385 - Oracle Cloud Infrastructure-Compute-Standard-E5-Memory	OCPU Per Hour	0.0285	0.0285
B98202 - Oracle Cloud Infrastructure-Compute-Dense I/O-E5 OCPU	Gigabytes Per Hour	0.0019	0.0019
B98203 - Oracle Cloud Infrastructure-Compute-Dense I/O-E5 Memory	OCPU Per Hour	0.0285	0.0285
B98204 - Oracle Cloud Infrastructure-Compute-Dense I/O-E5 NVMe	Gigabyte Per Hour	0.0019	0.0019
B98415 - Oracle Cloud Infrastructure-Compute-GPU-H100	NVMe Terabyte Per Hour	0.05814	0.05814
	GPU Per Hour	9.5	9.5
Network Cloud Service			
B107975 - Oracle Cloud Infrastructure-FastConnect 400 Gbps	Port Hour	19.00	19.00
B88325 - Oracle Cloud Infrastructure-FastConnect 1 Gbps	Port Hour	0.201875	0.201875
B88326 - Oracle Cloud Infrastructure-FastConnect 10 Gbps	Port Hour	1.21125	1.21125
B88327 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in North America, Europe, and UK			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
	Gigabyte Outbound Data Transfer Per Month 0 - 10240	0.00	0.00
	Gigabyte Outbound Data Transfer Per Month 10240 - 9999999999999999	0.008075	0.008075
B88523 - Oracle Cloud Infrastructure-Email Delivery	1,000 Emails Sent 0 - 3	0.00	0.00
	1,000 Emails Sent 3 - 9999999999999999	0.08075	0.08075
B88525 - Oracle Cloud Infrastructure-DNS	1,000,000 Queries	0.8075	0.8075
B90323 - Oracle Cloud Infrastructure-Health Checks-Basic	Endpoints Per Month	0.285	0.285
B90325 - Oracle Cloud Infrastructure-Health Checks-Premium	Endpoints Per Month	1.235	1.235
B90327 - Oracle Cloud Infrastructure-DNS Traffic Management	1,000,000 DNS Traffic Management Queries	3.8	3.8
B90925 - Oracle Cloud Infrastructure-Monitoring-Ingestion	Million Datapoints 0 - 500	0.00	0.00
	Million Datapoints 500 - 9999999999	0.002375	0.002375
B90926 - Oracle Cloud Infrastructure-Monitoring-Retrieval	Million Datapoints 0 - 1000	0.00	0.00
	Million Datapoints 1000 - 9999999999	0.001425	0.001425
B90940 - Oracle Cloud Infrastructure-Notifications-HTTPS Delivery	Million Delivery Operations 0 - 1	0.00	0.00
	Million Delivery Operations 1 - 9999999999	0.57	0.57
B90941 - Oracle Cloud Infrastructure-Notifications-Email Delivery	1,000 Emails Sent 0 - 1	0.00	0.00
	1,000 Emails Sent 1 - 9999999999	0.019	0.019
B92593 - Oracle Cloud Infrastructure-Logging-Storage	Gigabyte Log Storage Per Month 0 - 10	0.00	0.00
	Gigabyte Log Storage Per Month 10 - 9999999999	0.0475	0.0475

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B93004 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 1	1 SMS Message Sent 0 - 100	0.00	0.00
	1 SMS Message Sent 100 - 999999999999999	0.01425	0.01425
B93005 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 2	1 SMS Message Sent 0 - 100	0.00	0.00
	1 SMS Message Sent 100 - 999999999999999	0.04275	0.04275
B93006 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 3	1 SMS Message Sent 0 - 100	0.00	0.00
	1 SMS Message Sent 100 - 999999999999999	0.0817	0.0817
B93007 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 4	1 SMS Message Sent 0 - 100	0.00	0.00
	1 SMS Message Sent 100 - 999999999999999	0.114	0.114
B93008 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 5	1 SMS Message Sent 0 - 100	0.00	0.00
	1 SMS Message Sent 100 - 999999999999999	0.228	0.228
B93030 - Oracle Cloud Infrastructure-Load Balancer Base	Load Balancer Hour 0 - 744	0.00	0.00
	Load Balancer Hour 744 - 999999999	0.010735	0.010735
B93031 - Oracle Cloud Infrastructure-Load Balancer Bandwidth	Mbps Per Hour 0 - 7440	0.00	0.00
	Mbps Per Hour 7440 - 999999999	0.000095	0.000095
B93126 - Oracle Cloud Infrastructure-FastConnect 100Gbps	Port Hour	10.2125	10.2125
B93455 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in APAC, Japan, and South America			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B93456 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in Middle East and Africa	Gigabyte Outbound Data Transfer Per Month 0 - 10240	0.00	0.00
	Gigabyte Outbound Data Transfer Per Month 10240 - 9999999999999999	0.02375	0.02375
	Gigabyte Outbound Data Transfer Per Month 0 - 10240	0.00	0.00
	Gigabyte Outbound Data Transfer Per Month 10240 - 9999999999999999	0.0475	0.0475
B95697 - Oracle Cloud Infrastructure Queue	1,000,000 Requests 0 - 1	0.00	0.00
	1,000,000 Requests 1 - 9999999999999999	0.209	0.209
Data Management Cloud Service			
B107951 - Oracle Exadata Exascale VM Filesystem Storage	Gigabyte (GB) Storage Capacity Per Month	0.040375	0.040375
B107952 - Oracle Exadata Exascale Smart Database Storage	Gigabyte (GB) Storage Capacity Per Month	0.10982	0.10982
B108030 - MySQL Database-ECPU	ECPU Per Hour	0.03477	0.03477
B109166 - MySQL HeatWave-AWS-Storage	Gigabyte Storage Capacity Per Month	0.0285	0.0285
B109169 - MySQL Database-Outbound Data Transfer-Inter OCI Region	Gigabyte Outbound Data Transfer Per Month	0.038	0.038
B109187 - MySQL Database-AWS-Ingress private endpoint	Endpoint Per Hour	0.02033	0.02033
B109188 - MySQL Database-AWS-Egress private endpoint	Endpoint Per Hour	0.01007	0.01007
B109355 - Oracle Exadata Exascale RDMA Compute Infrastructure	ECPU Per Hour	0.02375	0.02375
B109356 - Oracle Exadata Exascale Database ECPU	ECPU Per Hour	0.3192	0.3192
B109357 - Oracle Exadata Exascale Database ECPU-BYOL	ECPU Per Hour	0.3192	0.3192

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B109375 - Oracle Exadata Exascale Additional Flash Cache	ECPU Per Hour	0.076665	0.076665
B109458 - MySQL Database-AWS-Private inbound and outbound network traffic	Gigabyte (GB) Per Hour	0.000475	0.000475
B88290 - Oracle Database Cloud Service-Enterprise Edition-General Purpose	Gigabyte (GB) of Data Transferred	0.00817	0.00817
B88291 - Oracle Database Cloud Service-Enterprise Edition Extreme Performance-General Purpose	OCPU Per Hour	0.408595	0.408595
B88292 - Oracle Database Cloud Service-Enterprise Edition High Performance-General Purpose	OCPU Per Hour	1.276895	1.276895
B88293 - Oracle Database Cloud Service-Standard Edition-General Purpose	OCPU Per Hour	0.842745	0.842745
B88294 - Oracle Database Backup Service-Outbound Data Transfer	OCPU Per Hour	0.20425	0.20425
	Gigabyte Outbound Data Transfer per Month 0 - 1	0.00	0.00
	Gigabyte Outbound Data Transfer per Month 1 - 10240	0.0912	0.0912
	Gigabyte Outbound Data Transfer per Month 10240 - 51200	0.0684	0.0684
	Gigabyte Outbound Data Transfer per Month 51200 - 153600	0.0532	0.0532
	Gigabyte Outbound Data Transfer per Month 153600 - 512000	0.038	0.038
	Gigabyte Outbound Data Transfer per Month 512000 - 999999999	0.038	0.038
B88295 - Oracle Database Backup Service-GET and all other Requests	10000 Requests Per Month	0.00304	0.00304
B88296 - Oracle Database Backup Service-PUT, COPY, POST or LIST Requests	1000 Requests Per Month	0.0038	0.0038

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B88297 - Oracle Database Backup Service-Storage Capacity	Gigabyte Storage Capacity per Month 0 - 1024	0.020045	0.020045
	Gigabyte Storage Capacity per Month 1024 - 51200	0.01976	0.01976
	Gigabyte Storage Capacity per Month 51200 - 512000	0.01938	0.01938
	Gigabyte Storage Capacity per Month 512000 - 1024000	0.019095	0.019095
	Gigabyte Storage Capacity per Month 1024000 - 5120000	0.018715	0.018715
	Gigabyte Storage Capacity per Month 5120000 - 999999999	0.01843	0.01843
B88402 - Oracle Database Cloud Service-Enterprise Edition Extreme Performance RAC-BYOL	OCPU Per Hour	0.183825	0.183825
B88404 - Oracle Database Cloud Service-All Editions-BYOL	OCPU Per Hour	0.183825	0.183825
B88592 - Exadata Database OCPU-Dedicated Infrastructure	OCPU Per Hour	1.276895	1.276895
B88593 - Oracle Cloud Infrastructure-Database Exadata Quarter Rack-X6	Hosted Environment Per Hour	48.521535	48.521535
B88594 - Oracle Cloud Infrastructure-Database Exadata Half Rack-X6	Hosted Environment Per Hour	97.04307	97.04307
B88595 - Oracle Cloud Infrastructure-Database Exadata Full Rack-X6	Hosted Environment Per Hour	194.086045	194.086045
B88847 - Exadata Database OCPU-Dedicated Infrastructure-BYOL	OCPU Per Hour	0.30647	0.30647
B88854 - Oracle Cloud Infrastructure-Database Exadata Full Rack-X6-BYOL	Hosted Environment Per Hour	129.1183	129.1183
B88855 - Oracle Cloud Infrastructure-Database Exadata Half Rack-X6-BYOL			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B88856 - Oracle Cloud Infrastructure-Database Exadata Quarter Rack-X6-BYOL	Hosted Environment Per Hour	64.55915	64.55915
B89737 - Oracle NoSQL Database Cloud Service-Write	Hosted Environment Per Hour	32.279575	32.279575
B89738 - Oracle NoSQL Database Cloud Service-Read	Write Unit Per Month	0.11913	0.11913
B89739 - Oracle NoSQL Database Cloud Service-Storage	Read Unit Per Month	0.00608	0.00608
B89980 - Oracle Database Exadata Cloud at Customer-Database OCPU	Gigabyte Storage Capacity Per Month	0.0627	0.0627
B89981 - Oracle Database Exadata Cloud at Customer-Database OCPU-BYOL	OCPU Per Hour	1.276895	1.276895
B89999 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X7	OCPU Per Hour	0.30647	0.30647
B90000 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Half Rack-X7	Hosted Environment Per Hour	20.43013	20.43013
B90001 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Full Rack-X7	Hosted Environment Per Hour	40.860165	40.860165
B90230 - Oracle Database Backup Cloud-Object Storage	Hosted Environment Per Hour	81.720425	81.720425
B90231 - Oracle Database Backup Cloud-Archive Storage	Gigabyte Storage Capacity Per Month	0.004845	0.004845
B90455 - Oracle Autonomous Transaction Processing-Exadata Storage	Gigabyte Storage Capacity Per Month	0.000475	0.000475
B90569 - Oracle Base Database Service-Standard	Terabyte Storage Capacity Per Month	112.48	112.48
B90570 - Oracle Base Database Service-Enterprise	OCPU Per Hour	0.20425	0.20425
B90571 - Oracle Base Database Service-High Performance	OCPU Per Hour	0.408595	0.408595
B90572 - Oracle Base Database Service-Extreme Performance	OCPU Per Hour	0.842745	0.842745

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B90573 - Oracle Base Database Service-BYOL	OCPU Per Hour	1.276895	1.276895
B90777 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Base System	OCPU Per Hour	0.183825	0.183825
B91121 - Oracle Cloud SQL-Compute Capacity	Hosted Environment Per Hour	10.215065	10.215065
B91128 - Oracle Big Data Service-Compute-Standard	OCPU Per Hour	0.102125	0.102125
B91129 - Oracle Big Data Service-Compute-Dense I/O	OCPU Per Hour	0.12768	0.12768
B91130 - Oracle Big Data Service-Compute-HPC	OCPU Per Hour	0.2033	0.2033
B91363 - Gen 2 Exadata Cloud at Customer-Database OCPU	OCPU Per Hour	0.14592	0.14592
B91364 - Gen 2 Exadata Cloud at Customer-Database OCPU-BYOL	OCPU Per Hour	1.276895	1.276895
B91391 - Oracle Autonomous Data Warehouse-Free	OCPU Per Hour	0.30647	0.30647
B91392 - Oracle Autonomous Data Warehouse-Exadata Storage-Free	OCPU Per Hour	0.00	0.00
B91393 - Oracle Autonomous Transaction Processing-Free	Terabyte Storage Capacity Per Month	0.00	0.00
B91394 - Oracle Autonomous Transaction Processing-Exadata Storage-Free	OCPU Per Hour	0.00	0.00
B91535 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X8	Terabyte Storage Capacity Per Month	0.00	0.00
B91536 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Half Rack-X8	Hosted Environment Per Hour	13.79039	13.79039
B91537 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Full Rack-X8	Hosted Environment Per Hour	27.580685	27.580685
B91631 - Oracle Cloud Infrastructure-Data Safe for Database Cloud Service-Audit Record Collection Over 1 Million Records	Hosted Environment Per Hour	55.161275	55.161275

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
	10,000 Audit Records Per Target Per Month	0.095	0.095
B91632 - Oracle Cloud Infrastructure-Data Safe for Database Cloud Service	Each	0.00	0.00
B92023 - MySQL HeatWave-Standard	Node Per Hour	0.33592	0.33592
B92024 - MySQL Database for HeatWave-Standard	Node Per Hour	0.33592	0.33592
B92181 - Oracle Autonomous Transaction Processing-Dedicated	OCPU Per Hour	1.276895	1.276895
B92182 - Oracle Autonomous Data Warehouse-Dedicated	OCPU Per Hour	1.276895	1.276895
B92183 - Oracle Autonomous Transaction Processing-Dedicated-BYOL	OCPU Per Hour	0.30647	0.30647
B92184 - Oracle Autonomous Data Warehouse-Dedicated-BYOL	OCPU Per Hour	0.30647	0.30647
B92212 - Oracle Autonomous JSON Database	OCPU Per Hour	0.30647	0.30647
B92380 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X8M	Hosted Environment Per Hour	13.79039	13.79039
B92381 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Database Server-X8M	Hosted Environment Per Hour	2.75804	2.75804
B92382 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Storage Server-X8M	Hosted Environment Per Hour	2.75804	2.75804
B92418 - Exadata Cloud at Customer-Autonomous Transaction Processing	Database OCPU Per Hour	1.276895	1.276895
B92419 - Exadata Cloud at Customer-Autonomous Data Warehouse	Database OCPU Per Hour	1.276895	1.276895
B92420 - Exadata Cloud at Customer-Autonomous Transaction Processing-Database OCPU-BYOL	OCPU Per Hour	0.30647	0.30647
B92421 - Exadata Cloud at Customer-Autonomous Data Warehouse-Database OCPU-BYOL	OCPU Per Hour	0.30647	0.30647
B92425 - MySQL Database-Standard-E2			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B92426 - MySQL Database-Storage	OCPU Per Hour	0.044365	0.044365
	Gigabyte Storage Capacity per Month	0.038	0.038
B92483 - MySQL Database-Backup Storage	Gigabyte Storage Capacity per Month	0.038	0.038
B92627 - Oracle NoSQL Database Cloud-Write-Free	Write Unit Per Month	0.00	0.00
B92628 - Oracle NoSQL Database Cloud-Read-Free	Read Unit Per Month	0.00	0.00
B92629 - Oracle NoSQL Database Cloud-Storage-Free	Gigabyte Storage Capacity Per Month	0.00	0.00
B92733 - Oracle Cloud Infrastructure-Data Safe for On-Premises Databases & Databases on Compute	Target Database Per Month 0 - 100	190.00	190.00
	Target Database Per Month 100 - 300	142.5	142.5
	Target Database Per Month 300 - 500	95.00	95.00
	Target Database Per Month 500 - 9999999999999999	47.5	47.5
B92734 - Oracle Cloud Infrastructure-Data Safe for On-Premises Databases & Databases on Compute	10,000 Audit Records Per Target Per Month	0.095	0.095
B92759 - MySQL Analytics-Bare Metal Standard-E2	Node Per Hour	0.47671	0.47671
B92807 - MySQL Database-Bare Metal Standard-E2	Node Per Hour	0.47671	0.47671
B92911 - Oracle APEX Application Development	OCPU Per Hour	0.30647	0.30647
B92962 - MySQL Database-Standard-E3	OCPU Per Hour	0.0361	0.0361
B92963 - MySQL Database-Standard-E3-Memory	Gigabyte Per Hour	0.00209	0.00209
B93199 - Oracle Cloud Infrastructure Database Migration	Migration Hour	0.19	0.19
B93320 - Oracle APEX Application Development-Free	OCPU Per Hour	0.00	0.00
B93380 - Exadata Cloud Infrastructure-Quarter Rack-X9M	Hosted Environment Per Hour	13.79039	13.79039
B93381 - Exadata Cloud Infrastructure-Database Server-X9M			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B93382 - Exadata Cloud Infrastructure-Storage Server-X9M	Hosted Environment Per Hour	2.75804	2.75804
B93546 - MySQL Database for HeatWave-Bare Metal Standard	Hosted Environment Per Hour	2.75804	2.75804
B93709 - Oracle Cloud Infrastructure Search with OpenSearch HA	Node Per Hour	2.10368	2.10368
B93710 - Oracle NoSQL Database Cloud-Write-Auto	Node Per Hour	0.2375	0.2375
B93711 - Oracle NoSQL Database Cloud-Read-Auto	Write Unit Per Month	2.97825	2.97825
B93712 - Oracle NoSQL Database Cloud-Hosted Environment	Read Unit Per Month	0.152	0.152
B95240 - Oracle Database Autonomous Recovery Service	Hosted Environment Per Month	27,356.2	27,356.2
B95241 - Oracle Database Zero Data Loss Autonomous Recovery Service	Virtualized GB Per Month	0.02907	0.02907
B95264 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Stack Monitoring	Virtualized GB Per Month	0.038	0.038
B95427 - MySQL Database-AWS-Storage	Standard Edition	0.07125	0.07125
B95428 - MySQL Database-AWS-Backup Storage	Gigabyte Storage Capacity Per Month	0.1254	0.1254
B95435 - MySQL Database-Standard-AMD E4-Compute	Gigabyte Storage Capacity Per Month	0.04522	0.04522
B95436 - MySQL Database-Standard-AMD E4-Memory	OCPU Per Hour	0.0361	0.0361
B95437 - MySQL Database-Standard-Intel X7-Compute	Gigabyte Per Hour	0.00209	0.00209
B95438 - MySQL Database-Standard-Intel X7-Memory	OCPU Per Hour	0.0589	0.0589
B95439 - MySQL Database-Standard-Intel X9-Compute	Gigabyte Per Hour	0.00209	0.00209
B95440 - MySQL Database-Standard-Intel X9-Memory	OCPU Per Hour	0.0589	0.0589
B95441 - MySQL Database-Optimized-Intel X9-Compute	Gigabyte Per Hour	0.00209	0.00209

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B95442 - MySQL Database-Optimized-Intel X9-Memory	OCPU Per Hour	0.0779	0.0779
B95485 - Oracle Cloud Infrastructure Full Stack Disaster Recovery Service	Gigabyte Per Hour	0.00209	0.00209
B95701 - Oracle Autonomous Data Warehouse-ECPU	OCPU Per Hour	0.01216	0.01216
B95702 - Oracle Autonomous Transaction Processing-ECPU	ECPU Per Hour	0.3192	0.3192
B95703 - Oracle Autonomous Data Warehouse-ECPU-BYOL	ECPU Per Hour	0.3192	0.3192
B95704 - Oracle Autonomous Transaction Processing-ECPU-BYOL	ECPU Per Hour	0.076665	0.076665
B95706 - Oracle Autonomous Database Storage for Transaction Processing	ECPU Per Hour	0.076665	0.076665
B95708 - Oracle Autonomous Data Warehouse-Exadata Cloud@Customer-ECPU	Gigabyte Storage Capacity Per Month	0.10982	0.10982
B95709 - Oracle Autonomous Transaction Processing-Exadata Cloud@Customer-ECPU	ECPU Per Hour	0.3192	0.3192
B95710 - Oracle Autonomous Data Warehouse-Exadata Cloud@Customer-ECPU-BYOL	ECPU Per Hour	0.3192	0.3192
B95711 - Oracle Autonomous Transaction Processing-Exadata Cloud@Customer-ECPU-BYOL	ECPU Per Hour	0.076665	0.076665
B95712 - Oracle Autonomous Data Warehouse-Dedicated-ECPU	ECPU Per Hour	0.076665	0.076665
B95713 - Oracle Autonomous Transaction Processing-Dedicated-ECPU	ECPU Per Hour	0.3192	0.3192
B95714 - Oracle Autonomous Data Warehouse-Dedicated-ECPU-BYOL	ECPU Per Hour	0.3192	0.3192
B95715 - Oracle Autonomous Transaction Processing-Dedicated-ECPU-BYOL	ECPU Per Hour	0.076665	0.076665
B95754 - Oracle Autonomous Database Storage	ECPU Per Hour	0.076665	0.076665
B96157 - MySQL HeatWave-AWS	Gigabyte Storage Capacity Per Month	0.02318	0.02318

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B96158 - MySQL Database-AWS-ECPU	HeatWave Capacity Per Hour	0.04655	0.04655
B96159 - MySQL Database-AWS-Outbound Data Transfer-Inter AWS Region	ECPU Per Hour	0.04655	0.04655
B96160 - MySQL Database-AWS-Outbound Data Transfer-To Internet	Gigabyte of Data Transferred	0.04788	0.04788
B96625 - Oracle Cloud Infrastructure-HeatWave-Storage	Gigabyte of Data Transferred	0.086545	0.086545
B96626 - Oracle Cloud Infrastructure-HeatWave	Gigabyte Storage Capacity Per Month	0.019	0.019
B97191 - Oracle NoSQL Database Cloud-Regional Replicated Write	HeatWave Capacity Per Hour	0.01045	0.01045
B97197 - Oracle Base Database Service on Arm-Enterprise	Write Unit Per Month	0.342	0.342
B97198 - Oracle Base Database Service on Arm-High Performance	OCPU Per Hour	0.204345	0.204345
B97199 - Oracle Base Database Service on Arm-Extreme Performance	OCPU Per Hour	0.42142	0.42142
B97200 - Oracle Base Database Service on Arm-BYOL	OCPU Per Hour	0.638495	0.638495
B98217 - Oracle Cloud Infrastructure Cache with Redis-Low Memory (up to 10 GB per node)	OCPU Per Hour	0.09196	0.09196
B98277 - Oracle Autonomous Transaction Processing-Exadata Cloud@Customer-Developer	Redis Memory Gigabyte Per Hour	0.01843	0.01843
B98278 - Oracle Autonomous Data Warehouse-Exadata Cloud@Customer-Developer	Instance Per Hour	0.00	0.00
B98279 - Oracle Autonomous Transaction Processing-Dedicated-Developer	Instance Per Hour	0.00	0.00
B98280 - Oracle Autonomous Data Warehouse-Dedicated-Developer	Instance Per Hour	0.00	0.00
B99060 - Oracle Cloud Infrastructure Database with PostgreSQL-X86	Instance Per Hour	0.00	0.00

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B99062 - Oracle Cloud Infrastructure Database Optimized Storage	OCPU Per Hour	0.0931	0.0931
	Gigabyte Storage Capacity Per Month	0.0684	0.0684
B99591 - Oracle Cloud Infrastructure Cache with Redis-High Memory (over 10 GB per node)	Redis Memory Gigabyte Per Hour	0.01292	0.01292
B99593 - Oracle Globally Distributed Autonomous Transaction Processing-Dedicated	ECPUs Per Hour	0.36708	0.36708
B99594 - Oracle Globally Distributed Autonomous Transaction Processing-Dedicated-BYOL	ECPUs Per Hour	0.08816	0.08816
B99595 - Oracle Globally Distributed Autonomous Data Warehouse-Dedicated	ECPUs Per Hour	0.36708	0.36708
B99596 - Oracle Globally Distributed Autonomous Data Warehouse-Dedicated-BYOL	ECPUs Per Hour	0.08816	0.08816
B99708 - Oracle Autonomous JSON Database-ECPUs	ECPUs Per Hour	0.076665	0.076665
B99709 - Oracle APEX Application Development-ECPUs	ECPUs Per Hour	0.076665	0.076665
Not Discount Eligible			
B108077 - Oracle Cloud Infrastructure Generative AI-Large Cohere	10,000 Transactions	0.0219	0.0219
B108078 - Oracle Cloud Infrastructure Generative AI-Small Cohere	10,000 Transactions	0.004	0.004
B108079 - Oracle Cloud Infrastructure Generative AI-Embed Cohere	10,000 Transactions	0.001	0.001
B108082 - Oracle Cloud Infrastructure Generative AI-Large Cohere-Dedicated	AI Unit Per Hour	24.00	24.00
B108083 - Oracle Cloud Infrastructure Generative AI-Small Cohere-Dedicated	AI Unit Per Hour	6.5	6.5
B108084 - Oracle Cloud Infrastructure Generative AI-Embed Cohere-Dedicated	AI Unit Per Hour	10.9	10.9
B108806 - Oracle Cloud VMware Solution-BM.GPU.A10.64-Monthly Commit	Node Per Hour	16.00	16.00
B108807 - Oracle Cloud VMware Solution-BM.GPU.A10.64-1 Year Commit			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B108808 - Oracle Cloud VMware Solution-BM.GPU.A10.64-3 Year Commit	Node Per Hour	13.00	13.00
B108809 - Oracle Cloud VMware Solution-Base-BM.Standard.E5.48-Hourly Commit	Node Per Hour	11.00	11.00
B108810 - Oracle Cloud VMware Solution-Base-BM.Standard.E5.48-1 Year Commit	Node Per Hour	16.6617	16.6617
B108811 - Oracle Cloud VMware Solution-Base-BM.Standard.E5.48-3 Year Commit	Node Per Hour	13.1604	13.1604
B88318 - Oracle Cloud Infrastructure-Compute-Windows OS	Node Per Hour	10.6119	10.6119
B92386 - Oracle Cloud VMware Solution	OCPU Per Hour	0.092	0.092
B92615 - Roving Edge Device-Compute Optimized-Ruggedized	OCPU Per Hour	0.2031	0.2031
B92686 - Oracle Analytics for Fusion Applications-Free	Resource Possession Per Day	160.00	160.00
B93039 - Roving Edge Device-Compute Optimized-Standard	Hosted Named User	0.00	0.00
B93040 - Roving Edge Device-Compute Optimized-Unreturnable/Loss Fee	Resource Possession Per Day	160.00	160.00
B93288 - Oracle Cloud VMware Solution-BM.DenseIO2.52-Hourly Commit	Each	45,000.00	45,000.00
B93289 - Oracle Cloud VMware Solution-BM.DenseIO2.52-1 Year Commit	OCPU Per Hour	0.2437	0.2437
B93290 - Oracle Cloud VMware Solution-BM.DenseIO2.52-3 Year Commit	OCPU Per Hour	0.1625	0.1625
B93307 - Autonomous JSON Database-Free	OCPU Per Hour	0.132	0.132
B93421 - Oracle Cloud VMware Solution-HCX Enterprise-Monthly	OCPU Per Hour	0.00	0.00
B95178 - Oracle Cloud VMware Solution-BM.DenseIO.E4.64-Hourly Commit	OCPU Per Hour	0.0126	0.0126
	OCPU Per Hour	0.2437	0.2437

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B95179 - Oracle Cloud VMware Solution- BM.DenseIO.E4.64-Monthly Commit	OCPU Per Hour	0.2031	0.2031
B95180 - Oracle Cloud VMware Solution- BM.DenseIO.E4.64-1 year Commit	OCPU Per Hour	0.1625	0.1625
B95181 - Oracle Cloud VMware Solution- BM.DenseIO.E4.64-3 year Commit	OCPU Per Hour	0.132	0.132
B95228 - Roving Edge Ultra	Resource Possession Per Day	45.00	45.00
B95229 - Roving Edge Ultra Non-Return or Loss Fee	Each	35,000.00	35,000.00
B95403 - Oracle Cloud Infrastructure-Network Firewall Instance	Instance Per Hour	2.75	2.75
B95404 - Oracle Cloud Infrastructure-Network Firewall Data Processing	Gigabyte of Data Processed 0 - 10240	0.00	0.00
	Gigabyte of Data Processed 10240 - 9999999999999999	0.01	0.01
B95411 - Oracle Cloud VMware Solution- BM.DenseIO.E4.32-Hourly Commit	OCPU Per Hour	0.3047	0.3047
B95412 - Oracle Cloud VMware Solution- BM.DenseIO.E4.32-Monthly Commit	OCPU Per Hour	0.2539	0.2539
B95413 - Oracle Cloud VMware Solution- BM.DenseIO.E4.32-1 year Commit	OCPU Per Hour	0.2031	0.2031
B95414 - Oracle Cloud VMware Solution- BM.DenseIO.E4.32-3 year Commit	OCPU Per Hour	0.165	0.165
B95415 - Oracle Cloud VMware Solution- BM.DenseIO.E4.128-Hourly Commit	OCPU Per Hour	0.195	0.195
B95416 - Oracle Cloud VMware Solution- BM.DenseIO.E4.128-Monthly Commit	OCPU Per Hour	0.1625	0.1625
B95417 - Oracle Cloud VMware Solution- BM.DenseIO.E4.128-1 year Commit	OCPU Per Hour	0.13	0.13
B95418 - Oracle Cloud VMware Solution- BM.DenseIO.E4.128-3 year Commit	OCPU Per Hour	0.1056	0.1056

Usage Item Description	Metric	Unit Net Price	Average Net Unit Price
B97102 - Oracle Cloud VMware Solution-Base-BM.Standard2.12-Hourly Commit	Node Per Hour	4.714	4.714
B97103 - Oracle Cloud VMware Solution-Base-BM.Standard2.12-1 Year Commit	Node Per Hour	3.7144	3.7144
B97104 - Oracle Cloud VMware Solution-Base-BM.Standard2.12-3 Year Commit	Node Per Hour	2.953	2.953
B97105 - Oracle Cloud VMware Solution-Base-BM.Standard3.16-Hourly Commit	Node Per Hour	5.554	5.554
B97106 - Oracle Cloud VMware Solution-Base-BM.Standard3.16-1 Year Commit	Node Per Hour	4.2943	4.2943
B97107 - Oracle Cloud VMware Solution-Base-BM.Standard3.16-3 Year Commit	Node Per Hour	3.3522	3.3522
B97108 - Oracle Cloud VMware Solution-Base-BM.Standard.E4.32-Hourly Commit	Node Per Hour	9.2565	9.2565
B97109 - Oracle Cloud VMware Solution-Base-BM.Standard.E4.32-1 Year Commit	Node Per Hour	6.9223	6.9223
B97110 - Oracle Cloud VMware Solution-Base-BM.Standard.E4.32-3 Year Commit	Node Per Hour	5.2233	5.2233
B97111 - Oracle Cloud VMware Solution-Expansion-Hourly Commit	OCPU Per Hour	0.1605	0.1605
B97112 - Oracle Cloud VMware Solution-Expansion-1 Year Commit	OCPU Per Hour	0.1092	0.1092
B97113 - Oracle Cloud VMware Solution-Expansion-3 Year Commit	OCPU Per Hour	0.0739	0.0739

A. Terms of Your Order

1. Applicable Agreement:

- a. Public Sector Agreement for Cloud Services US-OMA-FEC-80364680

2. Applicable Schedule:

- a. Cloud services are governed by Schedule C -- Cloud Services.

3. Cloud Payment Terms:

- a. Net 30 days from invoice date

4. Cloud Payment Frequency:

- a. Monthly in Arrears

5. Currency:

- a. US Dollars

6. Offer Valid through:

- a. 31-OCT-2024

7. 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>.

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. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

2. Terms

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

3. Data Center Region Availability

Platform and Data Center Region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS) Cloud Services is provided on the Oracle Cloud Portal at <https://cloud.oracle.com/data-regions>.

4. Customer Selected Data Center Region

A Data Center Region refers to the geographic region in which the applicable Services environment is physically located. The Oracle PaaS and IaaS Universal Credit Cloud Services will be provisioned in the Data Center Region You select in the Oracle Cloud Portal for such Services and will remain in such region until the applicable Service are terminated.

5. Funded Allocation Model Additional Terms

As described in the Oracle PaaS and IaaS Universal Credits Service Descriptions, available at <http://www.oracle.com/contracts>, the following terms apply to your Oracle PaaS and IaaS Universal Credits.

Under the "Funded Allocation Model", Oracle allows You the flexibility to fund an annual amount to Oracle as specified in the "Funded Allocation Value" in Your order, which is to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order or as seen in the Cloud Portal provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. The total Funded Allocation Value of Your order is reflected in the "Funded Allocation Value" column and the applicable Services Period for that value will be as specified in Your order. Oracle will invoice You monthly in arrears based on Your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order.

Overage

You are responsible for monitoring Your use of the Cloud Services, and if You exceed the Funded Allocation Value at the end of any month during the Services Period, You must provide additional funding for Your usage, or You must cease to use the applicable Cloud Services. If You have exceeded the Funded Allocation Value and You have not ended Your use of the Services, You will be subject to overage fees. Oracle will invoice You for the excess usage of the Oracle IaaS and PaaS Cloud Services at the Overage Unit Net Price specified in the rate card of Your order or as seen in the Cloud Portal.

You may set quotas, alerts and use other monitoring tools within the Cloud Portal to assist You in managing and tracking Your usage.

Additional Services

If Oracle adds additional service offerings to the list of eligible Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service category discount specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

Replenishment at End of Services Period

If You are continuing to use Services after the end of the Services Period specified in Your order and You have not extended the Services Period and increased the Funded Allocation Value for use of eligible Oracle IaaS and PaaS Cloud Services, You will be charged for the actual usage of all Cloud Services that You activate and/or have activated within Your Cloud Services Account based on Oracle's then current price list for such Services, which can be found at https://cloud.oracle.com/en_US/ucpricing. Upon extending the term of the Services Period and increasing the amount of the Funded Allocation Value through a new order (or modification of Your existing order), You will receive the Cloud Services category discounts specified in the rate card attached to Your new order (or modification of Your existing order) or as seen in the Cloud Portal.

Roving Edge Parts. Roving Edge Infrastructure parts are limited-availability parts. This order is not eligible for any Roving Edge Infrastructure products or services, even if a Roving Edge part number is specified in the Rate Card of this order or seen in the Cloud Portal.

Riverside County	Oracle America, Inc.
Signature 	Signature 
Name <u>CHUCK WASHINGTON</u>	Name <u>Lynn Wietlispach</u>
Title <u>CHAIR, BOARD OF SUPERVISORS</u>	Title <u>Manager, Americas SSC</u>
Signature Date <u>10/01/2024</u>	Signature Date <u>12-Sep-2024 7:26 AM PDT</u>

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Riverside County	Customer Name	Riverside County
Customer Address	INFORMATION TECH COMMUNICATIONS 3450 14th Street RIVERSIDE CA 92507	Customer Address	INFORMATION TECH COMMUNICATIONS 3450 14th Street RIVERSIDE CA 92507
Contact Name	Anita Abraham	Contact Name	Anita Abraham
Contact Phone	951-941-0946	Contact Phone	951-941-0946
Contact Email	aabraham@RIVCO.ORG	Contact Email	aabraham@RIVCO.ORG

Approved as to form:
Minh C. Tran
County Counsel



CPQ-3220470 - 1

By:
Paula S. Salcido
Deputy County Counsel

Issued by Oracle America, Inc.

11-SEP-2024

Page 40 of 40

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Certificate Of Completion

Envelope Id: ECBDD1A8648A423D8D592767907CFD74
Subject: Complete with Docusign: Riverside County OD Valid Oct 31 2024.pdf
Source Envelope:
Document Pages: 40
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
Envelope Originator:
Trevor DiNielli
500 Oracle Pkwy
Redwood City, CA 94065-1675
trevor.dinielli@oracle.com
IP Address: 148.87.23.9

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Status: Original
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trevor.dinielli@oracle.com
Location: DocuSign

Signer Events

Lynn Wiattispach
lynn.wiattispach@oracle.com
Manager, Americas SSC
Oracle America, Inc.
Security Level: Email, Account Authentication (None)

Signature

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Lynn Wiattispach
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Signature

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Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Counter Sign team
signature-request-namer_us@oracle.com
Contract Specialist II
Oracle America, Inc.
Security Level: Email, Account Authentication (None)

COPIED

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Notary Events

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Envelope Summary Events

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Timestamps

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Certified Delivered Security Checked 9/12/2024 7:26:13 AM
Signing Complete Security Checked 9/12/2024 7:26:44 AM
Completed Security Checked 9/12/2024 7:26:44 AM

Payment Events

Status

Timestamps



PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: US-16087628

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: County of Riverside, a political subdivision of the State of California Your Address: 4080 LEMON STREET Riverside CA 92502
--	--

Oracle Representative:	Jake Dawson	Your Billing Contact:	Anita Abraham
Address:	500 Oracle Parkway Redwood Shores, CA 94065	Address:	4080 LEMON STREET Riverside CA 92502
Phone Number:	303-993-9205	Phone Number:	9519410946
Email Address:	jake.dawson@oracle.com	Email Address:	aabraham@rivco.org

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

Services Ordered	Part Number	Quantity	Term (months)	Start Month*	End Month*	Fees	Estimated Expenses
Annual Services – Exhibit 1 A. Oracle Engineered Systems Quarterly Patch Deployment A.a Oracle Engineered Systems Quarterly Patch Deployment Connected for Cloud (4 Patches) - Local/Remote Delivery	B108182	1	12	1	12	\$27,045.41	\$0.00
Time and Materials Services - Exhibit 2 A. Technical Account Manager II B. Senior Advanced Support Engineer C. Senior Advanced Support Engineer	N/A	N/A	12	1	12	\$22,903.32	\$0.00
Total Fees and Estimated Expenses						\$49,948.74	\$0.00

* Month 1 shall correspond to the period beginning on 01-OCT-2024.

A. TERMS

- Applicable Master Agreement:** This order incorporates by reference the Master Agreement **US-OMA-FEC-80364680** and all amendments and addenda thereto (collectively, the "Master Agreement").
- 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.
- Payment Terms:** Net 30 days from invoice date.
- Currency:** US Dollars.
- Offer Valid through:** 30-NOV-2024.

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6. The terms and pricing granted under this order are contingent on Your simultaneous execution of **US-OMA-FEC-80364680**. **US-OMA-FEC-80364680** may be accepted by Oracle even if this order is not signed. However, this order is not accepted unless **US-OMA-FEC-80364680** is signed.
7. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
8. **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.
9. **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.

10. **Additional Third-Party Subprocessors:**

In addition to the Third-Party Subprocessors listed on My Oracle Support, the following Third-Party Subprocessors may also process Your personal information pursuant to the Services:

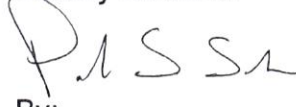
Third-Party Subprocessor	Location	Type of Service
N/A	N/A	N/A

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.

<p>County of Riverside, a political subdivision of the State of California</p> <p>Authorized Signature: </p> <p>Name: <u>CHUCK WASHINGTON</u></p> <p>Title: <u>CHAIR, BOARD OF SUPERVISORS</u></p> <p>Signature Date: <u>10/01/2024</u></p> <p>Ordering Document Effective Date: _____ {to be completed by Oracle}</p>	<p>Oracle America, Inc.</p> <p>Authorized Signature: </p> <p>Name: _____</p> <p>Title: <u>Contracts Specialist</u></p> <p>Signature Date: <u>04-Sep-2024 2:56 PM CDT</u></p>
--	--

Approved as to form:
 Minh C. Tran
 County Counsel

By: 
 Paula S. Salcido
 Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk
 By: 
DEPUTY

Your Name: County of Riverside, a political subdivision of the State of California
Ordering Document Number: US-16087628
Exhibit Number: 1

A. Description of Services Ordered. Services ordered by You within the Annual Services section under the Professional Services Ordered table of Your order ("Services"). The service descriptions applicable to the Services are published in the *Annual, Fixed Scope, and Time and Materials Services Service Descriptions*, that may be accessed at www.oracle.com/contracts, and/or incorporated into this exhibit. Oracle updates to the aforementioned service descriptions will not materially reduce the level of performance, functionality, security or availability of the Services during the Term of Your order.

1. Oracle Product Environment and Service Maximums. The Services will be provided for the supported Oracle program licenses, hardware products, or Oracle Cloud Services operating in the Oracle Product Environment ("OPE") and/or subject to the constraints ("Services Maximums"), as applicable and designated below. The OPE includes the following: computer servers, storage, operating system brand(s), Oracle programs, production instances and/or Oracle Cloud services as further defined in the *Annual, Fixed Scope, and Time and Materials Services Service Descriptions*.

1.1. Oracle Product Environment for Software and Systems.

Oracle Engineered Systems Quarterly Patch Deployment OPE Table		
Part Number(s): B108182		
Technologies / Product Name(s)	Serial Number(s)	Qty/Unit
Engineered Systems 1. OCI Database Exadata (1/4 rack, 2 nodes, 2 VM, 2 DB home, 4 DB)	N/A	<u> 1 </u> Engineered System Quarterly Patch for Oracle Cloud Infrastructure Database Exadata DomU– Four Times per Year
Standby Coverage Quantity: 2		

B. Fees, Expenses and Payment. You agree to pay Oracle the fees for the Services as identified in the Professional Services Ordered table in Your order and as described in this exhibit. This fee is invoiced in advance of the commencement of Services and does not include expenses, if applicable, or taxes. This payment obligation is non-cancelable and the sums paid non-refundable, except as otherwise provided in the Master Agreement. If applicable, expenses related to the Services are specified in Your order and will be invoiced monthly.

C. End of Services. Notwithstanding any provision or interpretation of this exhibit to the contrary, Oracle's obligation to provide You with the Services under this exhibit terminates on the last date of the Term ("End Date"). As of the End Date, any portion of the Services that Oracle has not provided prior to the End Date shall be automatically forfeited by You on the End Date, and You shall not be entitled to any refund, or any credit toward additional or other services, for any unused portion of the Services. In order for Oracle to provide the Services to You after the End Date, Oracle and You shall mutually agree, in writing, under a separate order and exhibit, to the terms and fees for such services.

D. Other: Notwithstanding anything to the contrary in your order or this exhibit, the fees for Annual Services as identified in the Services Ordered table and any applicable taxes shall be invoiced quarterly in arrears of service performance. You are responsible for payment of expenses, if any, which will be invoiced monthly. All fees due under this exhibit are non-cancelable and the sums paid non-refundable.

Your Name: County of Riverside, a political subdivision of the State of California
Ordering Document Number: US-16087628
Exhibit Number: 2

A. Description of Services Ordered. Services ordered by You within the Time & Materials Services section under the Professional Services Ordered table of Your order ("Services"). The service descriptions applicable to the Services are published in the *Annual, Fixed Scope, and Time and Materials Services Service Descriptions*, that may be accessed at www.oracle.com/contracts, and/or incorporated within this exhibit. Oracle updates to the aforementioned service descriptions will not materially reduce the level of performance, functionality, security or availability of the Services during the Term of Your order.

Upon execution of Your order, Oracle will make available to You the Services. You must notify Oracle in writing if and when You require performance of the Services.

B. Rates. The Services are performed on a time and materials ("T&M") basis; except as otherwise set forth in section C. below, You shall pay Oracle for all of the time spent performing the Services, plus materials, taxes and expenses.

For a period of 12 months from the ordering document effective date, the Services will be provided at the rates set forth in the table below corresponding to (i) the day/time period ("Work Shift") when the Services are performed and (ii) the scheduling of the Services ("Work Period"). Work Shift and Work Period are defined below.

Resource Level	Work Period ²	Work Shift ¹		
		Standard Business Hours Hourly Rate	Extended Business Hours Hourly Rate	Weekends & Holidays Hourly Rate
Senior Advanced Support Engineer From: United States	Standard Delivery	\$323.84	\$404.81	\$485.77
	Urgent Delivery	\$601.42	\$751.78	\$902.14
Technical Account Manager II From: United States	Standard Delivery	\$54.11	\$67.64	\$81.16
	Urgent Delivery	\$82.75	\$103.44	\$124.13

¹Work Shift. Oracle may deliver the Services during the following work shifts:

- a. "Standard Business Hours." Hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location specified in this exhibit.
- b. "Extended Business Hours." Hours between 5:01 pm and 8:00 am in the time zone of Your site and/or location specified in this exhibit.
- c. "Weekend." Hours beginning on Saturday 8:01 am in the time zone of Your site and/or location specified in this exhibit and ending on Monday at 7:59 am.
- d. "Holiday." Hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location specified in this exhibit.

²Work Period. Oracle may deliver the Services during the following work periods:

- a. "Standard Delivery." Services You have requested that Oracle commence no sooner than seventy two (72) hours after Oracle receives Your written request. Standard Delivery rates shall apply from the initiation of such Services and shall remain in effect for the duration of such Services. In addition, You shall pay the applicable rate for the corresponding work shift in which the Services are performed.

- b. "Urgent Delivery." Services You have requested that Oracle commence within seventy two (72) hours of Oracle's receipt of Your written request. Urgent Delivery rates shall apply from the initiation of such Services and shall remain in effect for the duration of such Services. In addition, You shall pay the applicable rate for the corresponding work shift in which the Services are performed.
- C. Fees, Expenses, and Payment. All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only for Your budgeting and Oracle's resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for the Services reach the estimate, Oracle will cooperate with you to provide continuing Services on a T&M basis.
- D. Project Management. You shall designate a project manager who shall be solely responsible for (i) project management associated with this exhibit and (ii) direction of the Services provided to You by Oracle under this exhibit.



COLLIER

ORACLE CLOUD FOR RIVERSIDE DR ENVIRONMENT

VASKE COMPUTER INC. DBA COLLIER IT
2310 COUNTY ROAD D WEST
ST. PAUL, MN 55112

651-366-6446
WWW.COLLIER-IT.COM

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PREPARED FOR:
COUNTY OF RIVERSIDE, CA

SO# 4297

DATE:
9/4/2024

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OCI FOR RIVERSIDE COUNTY DR

PROFESSIONAL SERVICES STATEMENT OF WORK

This Professional and Consulting Services Statement of Work (SOW) is between Vaske Computer Inc, ("Collier IT") and Riverside County "County", in adherence with Riverside County Oracle Master Agreement US-OMA-1857475 and together shall be known as the "Agreement". The terms and conditions governing the delivery of products and services are incorporated herein. This Statement of Work provides details of the Services to be performed for County of Riverside by Collier IT, the definitions, service-specific terms, responsibilities of the parties, one-time and/or recurring fees, change control process, and third-party license agreements, as applicable.

1. SCOPE OF WORK

Riverside County uses the Oracle Exadata Database Machine X8M-2 to support the Riverside County HR, Financial, and Departmental Systems. In the nearly three years that the Exadata X8M-2 has been in operation at the County Data Center, the County has renewed interest in establishing a disaster recovery environment in the Oracle Cloud for these same systems. As such, the County has requested Collier IT to provide this statement of work for the services to procure, establish, configure and assist in the migration of VMware virtual machines and create standby DataGuard Oracle Database instances from the County's existing Oracle Exadata X8M-2 on-premise hardware to a Oracle Cloud environment.

Collier IT is to provide an **estimated 395 professional and consultant service hours** for the effort described in this statement of work, which may include but is not necessarily limited to the tasks that are summarized below. We anticipate that, while some tasks may be able to performed concurrently, the total duration for project completion will be approximately two months.

Collier IT will assign a Project Manager will work in conjunction with the County Project Manager to fulfill this Statement of Work tasks and deliverables.

Collier IT will provide shall provide a system with comparable functionality and compatibility the current hardware, as well as professional and consulting services as detailed in the following work phases, which align with the County's request for the creation of the Cloud environment, the testing and validation of the of the new environment, the training and knowledge sharing for the RCIT staff of the new equipment.

1.1. PHASE 1 - INITIATE & PLANNING PHASE

1.1.1. KICK OFF

Collier IT will work with the County to deliver a Project Kick Off meeting. This will involve the creation and delivery of a high-level Migration Plan for a project kick-off presentation. The County is responsible for providing input to the presentation and ensuring attendance at the project kick off meeting. The kickoff presentation will include:

- Project scope
- Project tasks, timeline and key milestones
- Project organization
- Project governance

Collier IT will provide the project plan and the RACI chart to identify roles and responsibilities after this meeting concludes.

1.1.2. PLANNING

Collier IT will gather data relevant to, and required for, the Oracle Cloud Infrastructure being deployed including the County's requirements, considerations, and guidance for the Project Plan, the project RACI chart to identify roles and responsibilities and the project status reports (delivery to commence after the project kick off meeting).

We will work together with the County to evaluate the environment to determine the best infrastructure design to accommodate the County's new PeopleSoft DR environment. The County will provide the required subject matter expertise for the project planning tasks:

- Review the required Collier IT and County resources
- Confirm the engagement prerequisites
 - IP address ranges, security lists, capacity, network connection to cloud prep, etc
- Review the engagement task plan and detailed timeline
- Agree on the Project Governance framework together with the roles and responsibilities for Governance tasks

1.1.3. ENGAGEMENT STATUS REPORTING

Collier IT will summarize the engagement status and send to the County each week. Collier IT will schedule a weekly meeting to review the status report and agree on appropriate actions. County and Collier IT will ensure appropriate attendance at the weekly meeting to review the report. Included in the status report will be:

- Tasks completed
- Key risks
- Key issues
- Task dependencies
- Tasks planned for the next week

1.2. PHASE 2 - DESIGN ASSISTANCE & PRE-MIGRATION ACTIVITIES

1.2.1. DESIGN ASSISTANCE

Collier IT will design and implement a configuration for the County infrastructure to address business requirements as identified. The County is to provide the required subject matter expertise for the project design tasks.

- Work with County infrastructure team to ensure a proper review of the current state and future state architecture.
 - Create Infrastructure Architecture Design Diagram
- Explore a plan for mitigating risks and issues.
- Explore options for identified or new integrations to existing processes and legacy systems.
- Issue recommendations for solution architecture and licensing.
- Collect and document requirements, to include:
 - Virtual Machines that will need to be built in the OCI Cloud environments for HR & Financials DR solution
 - Production databases for which Data Guard standby databases need to be created
 - Network IP ranges suitable for County's current networking
 - Riverside County personnel access and authorizations to enable them to work directly with the Oracle Cloud environment
 - Design OCI environment
 - IP address ranges
 - Network connection to the cloud preparation

- Primary database preparation
- Record current implementation.
- Develop validation testing methodology.

1.3. PHASE 3 – IMPLEMENTATION ACTIVITIES & NEW SERVER INSTANCE BUILDS

1.3.1. CLOUD BUILD HIGH LEVEL TASKS

Collier IT's plan for this engagement, as it relates to the Oracle Cloud Infrastructure Exadata and build of DR Servers in OCI shall include all virtual machine images and Data Guard standby instances, as agreed between Collier IT and Riverside County during design.

The total duration for project completion will be approximately two months and will be highly dependent on the size and speed of the FastConnect endpoint.

Collier IT will complete the following high-level tasks, not necessarily in this order, for the engagement:

1.3.1.1. CONNECT TO OCI VIA FASTCONNECT

Collier IT will provide and work with Oracle as the chosen vendor to authenticate customer endpoint, establishing the connection to Oracle through FastConnect. Please be advised that this requires additional setup and configuration, including a process to authenticate and confirm the end-user for security purposes. This authentication process can take up to two weeks, after which the rest of the steps can begin.

1.3.1.2. IMPLEMENT APPROVED DESIGN IN ORACLE CLOUD ENVIRONMENT

Collier IT will complete tasks associated with Provisioning the Environment in OCI and these aspects of the Cloud environment as designed:

- Network tasks to include, but not limited to:
 - VCN creation, routing and security lists
- Exadata tasks to include, but not limited to:
 - Build of base Exadata and Virtual cluster configuration
 - Build of grid and database home creation
 - Possible patching, as necessary
- Oracle Cloud tasks
 - Set up of OCI VMs through Infrastructure as Code for DR environment
- Enable and configure Oracle Cloud Guard to detect threats, pinpoint misconfigurations, monitor insecure activity, and remediate security issues.
 - Assist with configuring Oracle Cloud Guard to log and forward events/alerts to on-prem SIEM tool (Splunk)

1.3.1.3. SET UP & CONFIGURATION OF PEOPLESOFT ENVIRONMENT INFRASTRUCTURE

Collier IT will complete tasks associated with

- Deployment and configuration of a native OCI environment using best practices
- Build native OCI instances for virtual machines in OCI using automated Infrastructure as a Code (such as Terraform)

****Riverside County will be responsible for creating the remainder of the PeopleSoft application environment.**

1.3.1.4. SET UP DATA GUARD BETWEEN PRODUCTION & DR EXADATA CLOUD SERVICE

Collier IT will configure Data Guard standbys for HR and FN production databases to keep them in-sync.

1.4. PHASE 4 – POST MIGRATION ACTIVITIES

1.4.1.1. PERFORM VALIDATION TESTING

These validation tasks will take place through the engagement, agreed to during the Design Phase, not necessarily chronological to follow this order:

- VM validations
- Data Guard validations
- Network to application validations
- Validation of Security accounts
- Validate OCI targets vs on-premises Production servers
- Validate connection to other systems such as Laserfiche, IWA, etc.

*Please note that selected validation tests and steps will be identified in the design phase in conjunction with the guidance of Riverside personnel and Riverside personnel will be responsible for the validation of such testing.

1.4.2. CLOSURE

A project close-out meeting will be held after the engagement. County will provide the required subject matter expertise to the close out meeting where Collier IT will provide a Project Completion Summary report. County will provide written acceptance that the project is completed with the Acceptance Certificate as provided by Collier IT.

1.5. DELIVERABLES

- Provide recommendations for solution architecture and licensing.
- Updated design documentation to include:
 - Infrastructure Architecture Design Diagram
 - Virtual Machines in the OCI Cloud environments for HR & Financials DR solution
 - Data Guard standby databases
 - Network IP ranges for County's current networking
 - Riverside County personnel access and authorizations to enable them to work directly with the Oracle Cloud environment
 - Design OCI environment
 - IP address ranges
 - Network connection to the cloud preparation
 - Primary database preparation
 - Record current implementation.
 - Develop validation testing methodology.
- OCI tenancy and Cloud network established
- New OCI Virtual Machines created
- Data Guard standbys for FN and HR production Oracle database instances
- Automation scripts created
- Updated design documentation
- All standby databases fully functional in the new DR environment, post migration
 - **Riverside County to confirm all PeopleSoft applications are fully functional post migration.**
- Assist with confirming DR failover is tested & complete
- Project Completion Summary Report

- Training and Knowledge Transfer for RCIT employees: During the engagement, Riverside County personnel are encouraged to watch and learn as part of our mentoring process. We always offer knowledge transfers.
 - Provide links OCI Platform documentation
 - Provide links to Oracle Training documentation
 - For formal Oracle training we can offer Oracle University's On-Demand training passes, about \$5k per person. We can also point personnel to some of the free online training that Oracle provides for OCI.

In collaboration with Riverside County, who will create and maintain the following:

- All Project Management Documentation
- Change Management Plan
- Governance Document
 - OCI Security Roles, Rules, and Implementation
- Test documentation including backup and restore scripts
- Test documentation including automation scripts for bringing up and down environments
- Complete and deliver finals of all documentation
- Complete and deliver Project Closure Documents including:
 - GAP Analysis including recommended next steps in Cloud Road Map
 - Post-Mortem Analysis Report

1.6. SCOPE SPECIFIC ASSUMPTIONS

- Consultative assessment session expected
- Design for cloud environment
- Migration scope is limited to DR application servers and DataGuard standby database
- No character set migrations will take place at the database layer.
- As part of migration of databases, O.S. resides on Exadata so no O.S. migration is needed
- The County will provide support of applications, including but not limited to PeopleSoft.
- The Collier team will provide necessary assistance when Equinix connectivity option is available.
- The County SA team will need to populate the new VM for IWA DR with the desired PeopleSoft application environment.

2. GENERAL ASSUMPTIONS

County and Collier IT agree that the services to be performed and associated costs are based upon the assumptions below:

- The Collier IT team will be provided physical and/or appropriate VPN access to County facilities consistent with the estimated schedule. Consultants may require access to County facilities and systems outside normal business hours.
- County personnel, hardware, software, and network resources required to support this SOW remain available and consistent. Any changes or unplanned delays due to necessary resources that are unavailable may impact the estimated schedule.
- Prior to the start of the engagement both parties will mutually agree upon the consultant activities, areas of focus, desired documentation, and schedule.
- County will provide suitably equipped and knowledgeable resource(s) to work with Collier IT to participate in the activities so that appropriate recommendations can be provided.
- The content and format of any documentation and validation tests produced will be created according to Oracle and Collier IT's standard practices and delivery methods.

- All aspects of this scope of work are detailed in the SOW. No aspect of this scope of work is implied.
- County understands that resources will need to be dedicated to the project as subject matter experts and to provide input. County resources will need to be dedicated to attending meetings, collecting and providing the required data in a defined timeframe.
- County will notify Collier IT of any laws, regulations, and/or statutes specific to County's industry that Collier IT will be required to know to fulfill their obligations under this SOW.
- All services will be provided in the English language.
- Collier IT is not responsible for day-to-day backup/recovery operations on County's servers. It is understood that it is County's responsibility to ensure successful backups are taking place.
- County is responsible for all data backup and all data recovery tasks. Collier IT will not be responsible for any data loss as a result of this project.
- Collier engineers shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that are outside their skill sets and experience. Collier consultants have the right to decline a Service Request if the request falls outside the scope of this Statement of Work.
- Requesting the Collier IT team to provide professional services outside of the deliverables listed in this Statement of Work is out of scope and requires a Project Change Order.

3. CONTACTS AND REFERENCE

COLLIER IT SALES REPRESENTATIVE: DYLAN BELL PHONE: 651-366-6446 EMAIL: DBELL@COLLIER-IT.COM	COLLIER IT ADMINISTRATIVE CONTACT: HEATHER GRAY, ORDER MANAGEMENT PHONE: 651-366-6446 EMAIL: HGRAY@COLLIER-IT.COM
COLLIER IT ENGINEERING CONTACT: ERIC STEED, ENGINEERING SUPERVISOR PHONE: 651-366-6446 EMAIL: ESTEED@COLLIER-IT.COM	COUNTY PROJECT OWNER: ANITA ABRAHAM, IT MANAGER RIVERSIDE COUNTY IT (RCIT) PHONE: 951-955-8123
BILL TO: RCIT-ACCTSPAYABLE@RIVCO.ORG	WORK LOCATION: REMOTE

4. FEES AND EXPENSES

4.1. CONSULTING FEES

Collier IT is proposing this Professional Services project as a time and materials based engagement. The schedule and resulting hours are agreed by both County and Collier IT.

4.1.1 RESOURCE RATE TABLE

DESCRIPTION	EST. HOURS	HOURLY RATE	TOTAL FEES
CIT CLOUD ARCHITECT SERVICES	360	\$185.00	\$66,600.00
CIT ENGAGEMENT MANAGER	35	\$115.00	\$4,025.00
TOTAL NON-RECURRING SERVICES COSTS (LABOR)			\$70,625.00
PREPAID			NO

4.1.2 TRAVEL AND LIVING EXPENSES

This engagement is planned to be completed remotely. Should the County find a need or request any work to be completed on-site, the preapproved itemized travel and expenses shall be billed separately.

4.2. TAXES

Taxes are not included in the Total Fee. It is understood that any federal, state or local taxes applicable shall be added to each invoice for Services or materials rendered under this Agreement. County shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the State of use.

4.3. ADDITIONAL SERVICES

Should additional services be requested by County and added to the SOW within 90 days of County's and Collier IT's acceptance of the SOW ("Acceptance"), these services will be priced according to the fees listed at the time of SOW Acceptance. Any additional Services requested by County after 90 days from the date of County and Collier IT's Acceptance of the SOW will be subject to the then-current rates for such Services.

5. SERVICES

All Services will be rendered on a time and materials basis. The Services performed under this SOW will be executed during business hours mutually agreed to by Collier IT and County Project Manager. All Services performed under this SOW will be conducted at either the County location as listed above in Section 3 "Work Location" or any Collier IT location.

5.1. DOCUMENT REVIEW

Collier IT will submit documents to County according to the agreed upon schedule as determined in Project Kick Off meeting. These documents should be reviewed in a timely manner. If feedback or comments are not received on documents that are submitted within three working days, then these documents are deemed final.

5.2. ESCALATION PROCEDURE

Each party will appoint a primary contact. In the event of a dispute, such contacts must be notified in writing immediately with the intent that the parties will resolve the issue in good faith.

Should the parties be unable to resolve the issue within a reasonable timeframe (which in any event will be no more than five (5) working days), either party may (1) suspend the project until the issue is resolved or (2) terminate the SOW. In the event of termination, County agrees to pay for the Services performed up to the termination date.

5.3. EXPIRATION

The professional services of this SOW shall expire effective one year from the date of execution by both parties.

6. INVOICING SERVICES

Collier IT will invoice County separately for services performed and acceptance of deliverables in section 1.3.

6.1. PURCHASE ORDER

County requires a Purchase Order for this SOW. Please note that the Purchase Order should be made out to Collier IT, reference this SOW number, and be sufficient to cover the Services costs and expenses as detailed in the Fee table above.

7. SIGNATURES AND AGREEMENT

To execute this SOW, both parties must sign. This SOW may be withdrawn by Collier IT if not executed by Client on or before October 4, 2024.

The signatures below indicate that Collier IT and County agree to the terms and intend to be bound by this SOW. This signed SOW, including the Agreement and the receipt of a Purchase Order, if indicated above, constitutes authorization for Collier IT to perform the Services and issue invoices. Any additional or conflicting terms of County's purchase order, if any, are hereby rejected by Collier IT.

This SOW, including appendices and the applicable Master Agreement, together constitute the entire agreement between the parties, and supersede all prior agreements and understandings, whether oral or written, relating to this subject matter. The terms of the Master Agreement are incorporated into this SOW for all purposes. The performance of the Services will not relieve or alter either party's rights, obligations, and responsibilities with respect to Collier IT products under the applicable master license agreement. These services may not necessarily be all the services required for complete implementation of any Collier IT solution. Nothing in this SOW or the Master Agreement is intended to or shall have effect of vesting in or transferring to County rights in Collier IT, its affiliates' or its suppliers' methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice or tangible form by Collier IT in the course of performance of the services hereunder. Each party hereto warrants and represents that this SOW, including the Master Agreement, has been executed by a duly authorized representative of such party.

Collier IT reserves the right to terminate this SOW for its convenience if the services do not begin due to County's delay within forty-five (45) business days from the date of County 's signature of this SOW or if no Collier IT services associated with this SOW are performed for a 90-day period due to County's delay. Collier IT will notify County in writing if this SOW is terminated. County shall pay Collier IT for services rendered and costs incurred through the date of termination. To re-activate this SOW, a new SOW may have to be negotiated and may be subject to an increase

in fees. Any termination provisions in this SOW are in addition to the termination provisions in the Agreement.

7.1. ACCEPTANCE

I authorize Collier IT to perform the work stated in this Statement of Work and to bill County for all provided services.

COUNTY BY: <u><i>Chuck Washington</i></u> PRINTED: <u>CHUCK WASHINGTON</u> TITLE: <u>CHAIR, BOARD OF SUPERVISORS</u> DATE: <u>10/01/2024</u>	VASKE COMPUTER INC. BY: <u><i>Brian J. Bream</i></u> PRINTED: <u>Brian J. Bream</u> TITLE: <u>CEO</u> DATE: <u>09/05/2024</u>
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ATTEST:
KIMBERLY A. RECTOR, Clerk

By *Minh C. Tran*
DEPUTY

Approved as to form:
Minh C. Tran
County Counsel

Paula S. Salcido
By:
Paula S. Salcido
Deputy County Counsel