



**PROFESSIONAL SERVICES
ORDERING DOCUMENT**

Ordering Document Number: US-16250412

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: DeKalb County Your Address: 120 W. Trinity Place Decatur GA 30030 United States
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Oracle Representative:	Nedia Holliday	Your Billing Contact:	Felecia Green
Address:	500 Oracle Parkway Redwood Shores, CA 94065	Address:	120 W. Trinity Place Decatur GA 30030 United States
Phone Number:	210-284-9987	Phone Number:	404-687-2757
Email Address:	nedia.holliday@oracle.com	Email Address:	fialston@dekalbcountyga.gov

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

Services Ordered	Part Number	Quantity	Term (months)	Start Month*	End Month*	Fees	Estimated Expenses
Managed Services – Exhibit 1 A. Oracle Advanced Management for Hybrid Cloud	B95183	1	12	1	12	\$207,531.01	\$0.00
Total Fees and Estimated Expenses						\$207,531.01	\$0.00

* Month 1 shall correspond to the period beginning on **15-SEP-2024**.

A. TERMS

- Applicable Master Agreement:** This order incorporates by reference the Master Agreement **US-CSA-CPQ-QT5065** 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: 29-FEB-2024.**
- Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
- 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.
- Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order (“services and deliverables”) for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned

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

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

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

DeKalb County:	Oracle America, Inc.
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	<i>{to be completed by Oracle}</i>

Your Name: DeKalb County
 Ordering Document Number: US-16250412
 Exhibit Number: 1

A. Description of Services Ordered. Services ordered by You within the Managed Services section under the Professional Services Ordered table of Your order ("Services"). The service descriptions applicable to the Services Ordered are published in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) published at www.oracle.com/corporate/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. Modifications to Service Descriptions/Schedules.

a. Modifications to Service Descriptions. The Services documented in the **Oracle Advanced Management for Hybrid Cloud** Service Description are subject to the constraints documented in the table below ("Service Maximums"). Notwithstanding anything to the contrary, the modifications set forth in this section shall take precedence over the original unmodified content of the Service Descriptions.

Oracle Advanced Management for Hybrid Cloud Service Maximums Table

Service Type			Quantity/Frequency		
Number of Requests for Change			Up to 200		
Request System			Oracle Ticketing System		
Technical Account Manager			India		
Technical Lead			United States		
Supported Product(s)	Serial Number(s)	Coverage	Unit	Quantity	Alternate Months
EBS (1 Prod; 1 Test, 1 UAT, 1 Dev) and 1 Psft Non-Prod		Production	Environment	1	
EBS (1 Prod; 1 Test, 1 UAT, 1 Dev) and 1 Psft Non-Prod		Non-Production	Environment	2	
OIC		Production	Instance	1	
OIC		Production	Incremental Cluster Nodes	1	
OIC		Non-Production	Instance	1	
OIC		Non-Production	Instance	1	
ATP		Production	Databases	1	
ATP		Non-Production	Databases	1	
ATP		Non-Production	Databases	1	
OEL8 (OIC/ATP)		Production	Units	2	
OEL8 (OIC/ATP)		Non-Production	Units	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 **quarterly in arrears** of the commencement of the 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 as they are incurred.

- 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 day 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. Exclusive Remedy for Missed Service Level. If the Service Specifications define a particular service level with an associated service level credit for Your ordered Services under this exhibit, and if Oracle fails to meet such service level with respect to such Services ("Missed Service Level"), then, subject to and in accordance with the terms of the service level within the Service Specifications, Oracle may remit a service level credit to You ("Service Level Credit"). The Service Level Credit will be provided only towards any outstanding balance for such ordered Services owed to Oracle under this exhibit, and the remittance of such Service Level Credit will represent Your exclusive remedy, and Oracle's sole liability, for any Missed Service Level. For purposes of clarity, the remittance of a Service Level Credit shall not act to limit the parties' rights or obligations under Your Agreement or order, except with respect to the applicable Missed Service Level.

In order receive such Service Level Credit, You must provide written notice to Oracle no later than five (5) business days after the last day of the particular month of the Missed Service Level for the Services ordered. Your notice must identify the Services that were deficient and describe the deficiency (including the Service Request number notifying Oracle of the deficiency in the Services and Missed Service Level), and must be submitted to outsourcingcredit_ww_grp@oracle.com.

- E. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
- F. Managed Cloud Services Delivery Policies. In addition to the policies referenced in the Agreement and Your order for the applicable services, Oracle will comply with the Oracle Managed Cloud Service Delivery Policies, which are published in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/contracts) located at <http://www.oracle.com/contracts>.