

ADVANCED CUSTOMER SERVICES ("ACS") ORDERING DOCUMENT

Ordering Document Number: US-8880709

Oracle America, Inc. 500 Oracle Parkway	Your Name: Your Address:	DeKalb County 120 W. Trinity Place
Redwood Shores, ĆA 94065		Decatur, GA 30030
		United States

Oracle ACS Sales Representative:	Mashaal Ali	Your Billing / Accounts Payable Contact:	John Matelski
Phone Number:	5712473926	Phone Number:	4043712863
Email Address:	mashaal.ali@oracle.com	Email Address:	clsmith@dekalbcountyga.gov

Your Ship To	John Matelski
Contact:	
Name:	DeKalb County
Address:	1300 COMMERCE DR
	DECATUR, GA 30030
Phone Number:	4043712863
Fax:	
Email Address:	clsmith@dekalbcountyga.gov

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

ACS Services Ordered	Part #	Quantity	Reference	Fees	Estimated Expenses
Fixed Scope Services					-
A. Oracle Transition Service	Exhibit1	\$173,642.95	\$0.00		
Fixed Scope Services					
B. Oracle Workload Planning and Design	Exhibit1	\$17,729.76	\$0.00		
Time and Materials Services					
A. Advanced Support Engineer	N/A	1	Exhibit2	\$129,682.72	\$12,500.00
B. Technical Account Manager I		1			
Total Fees ar		\$321,055.43	\$12,500.00		

A. TERMS OF YOUR ORDER

1. Applicable Agreement:

This order incorporates by reference the terms of the Master Agreement US-CSA-QT5488604, all amendments and addenda thereto, (collectively, the "Master Agreement"). As used in this order, "You" and "Your" shall refer to the customer as defined in the Agreement. The following terms, as used in this order and the agreement whether or not capitalized, shall have the same meaning: "Agreement" and "Master Agreement"; "You" and "Your" and "Your" and "Customer"; "Ordering Document" and "order"; "Services" and "services".

- 2. Payment Terms: Net 30 days from invoice date.
- 3. Currency: US Dollars.

4. Offer Valid through: 30-SEP-2019

- 5. **Term:** The term of Services shall be 12 months from the effective date of this order ("Term"), unless otherwise specified in the table above.
- 6. **Service Specifications:** ACS Service Descriptions applicable to the ACS Services ordered may be accessed at <u>www.oracle.com/contracts</u>, or as otherwise set forth in this order.
- 7. **Customer Reference:** Oracle may refer to You as an Oracle customer of the ordered Services in sales presentations, marketing materials and activities.
- 8. Order of Precedence: In the event of any inconsistencies between (i) the Agreement and this order, this order shall take precedence, (ii) this order (excluding exhibits/services addendum) and any attached exhibits/services addendum, the exhibits/services addendum (including any subject matter addressed in the ACS Service Descriptions) shall take precedence. This order will control over the terms contained in any purchase order.
- 9. Change Control Process: Any request for any change in Services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of Your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until You and Oracle agree in writing to the proposed change in an amendment to this order and/or applicable exhibit(s).
- 10. Your Obligations: You acknowledge that Your timely provision of and access to office accommodations, facilities, and equipment (if applicable), and assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Services as set forth in this order and/or the ACS Service Descriptions. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation. You acknowledge that if Oracle's cost of providing Services is increased because of Your failure to meet the obligations listed in this order and/or the ACS Service Descriptions, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then You agree to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.

You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations:

- a. If the Services are provided for on premise Products, maintain the properly configured software and hardware/operating system platform to support the Services.
- b. If the Services are provided for on premise Products, obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
- c. If the Services are provided for on premise Products, maintain annual technical support for the Oracle software and hardware with access to software patches and updates made available by Oracle under separate contract throughout the term of the Services.
- d. If the Services are provided in an Oracle hosted cloud environment, obtain Cloud Services under separate contract prior to the commencement of services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- e. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- f. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- g. Identify a designated contact to Oracle, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts between Your teams regarding the Services hereunder.
- h. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g. a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- i. Provide any notices, and obtain any consents, required for Oracle to perform Services.

- j. Provide and/or support all third-party software in connection with the provision of the Services defined in the applicable exhibit(s) attached hereto.
- k. Provide complete and accurate information to Oracle regarding hardware system(s) for, or on, which Services are to be performed, including, without limitation, the serial number for the hardware system(s).
- I. Perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of Your systems or equipment that may be affected by the Services, prior to the commencement of the Services.
- m. Prior to the commencement of Services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the Services.
- n. Perform additional scope specific obligations as may be defined in the applicable exhibit(s) attached hereto.
- o. As required by U.S. 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.
- 11. Data Privacy: In performing the Services under this order, Oracle will comply with the (a) Oracle Services Privacy Policy and (b) Oracle Consulting & Advanced Customer Services Security Practices. The Services Privacy Policy is available at http://www.oracle.com/legal/privacy/services-privacy-policy.html and is incorporated herein by reference. The Oracle Consulting & Advanced Customer Services Security Practices are available under the category "Advanced Customer Services" at http://www.oracle.com/contracts and are incorporated herein by reference. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to Services identified in the Managed Services Exhibit. During the Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Term. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.
- 12. Delivery of Services: This section 12 does not apply to the Managed Services Exhibit. Unless otherwise set forth in Your order, Oracle will determine whether Services are provided by remote delivery resources or delivery resources on-site at Your location. If Services are provided by delivery resources on-site at Your location, such Services will be provided by local delivery resources (i.e., delivery resources local to Your location) if available, as of the effective date of Your order. If local delivery resources are not available then on-site Services will be provided by non-local delivery resources. In addition to the fees set forth in Your order, You agree to reimburse Oracle, within 30 days of the date of an invoice(s) for same, the travel expenses related to providing on-site Services at Your location. For Services provided by delivery resources on-site at Your location, Your location will be the location specified in Your exhibit.

If Services are provided by remote delivery resources, Oracle may provide Services by phone, via a customerspecific web portal (if ordered), and/or via electronic communication. For Services provided by remote delivery resources, You agree that Oracle may access Your systems throughout the performance of Services using an Oracle defined standard virtual private network ("VPN"), multi-protocol label switching ("MPLS") connection, or Oracle Web Conference ("OWC"). If necessary to perform Services, Oracle will provide You with a single preconfigured VPN or MPLS device. You are responsible for the installation of the VPN or the MPLS device on Your internet network, in accordance with Oracle's specifications, to create a network connection to enable Oracle's performance of Services.

You are responsible for ensuring that Your network and systems comply with specifications that Oracle provides and that all components of Your Oracle software environment are accessible through the VPN, MPLS, or OWC. You will maintain open ports and adjust firewall rules to allow appropriate network traffic to pass between the ACS Gateway and Oracle. Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet Services provider, or the network connection.

Services designated as "24x7" may be delivered at any time of day, seven days a week, including local public holidays. For all other Services and unless otherwise identified in Your order, Services shall be delivered during local business days and hours, excluding local public holidays in Your time zone. For purposes of this section, Your time zone shall be the location identified on the applicable exhibit for Services Delivery Location.

13. Renewal of Services: The Annual and/or Fixed Scope Services identified in the ACS Services Ordered table above may be renewable under the terms of this order after the Term for performance of such Services has expired, for up to two additional Terms (each a "Renewal Term") subject to: (i) Your execution of the Oracle Ordering Document Renewal Letter applicable to the Renewal Term (ii) Your payment of fees for such Services and (iii) Your continued compliance with the terms and conditions of the Agreement and Your order. The fee for Services for each Renewal Term will be Oracle's then current list fees for such Services. ACS Services offered on a time and materials basis are not subject to renewal pursuant to this section.

Notwithstanding the foregoing, the Annual and/or Fixed Scope Services identified in the ACS Services Ordered table above shall not be renewed if: (i) such Services are no longer generally available to Oracle's commercial customers, (ii) You request to modify or replace the scope or terms of such Services, (iii) You are in breach of a material term of the Agreement or (iv) after expiration of the second Renewal Term for performance of such Services. If You choose to not renew the Services, Oracle's obligation to perform the Services will cease on the last day of the then current Term.

- 14. **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. 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.
- 15. Rights Granted / Restrictions: Upon payment hereunder, and subject to the terms of this order and the Master Agreement, You have the non-exclusive, non-assignable, royalty free, perpetual (but only in the case of deliverables for an on premise license), worldwide (subject to any applicable restrictions under US export laws), limited right to access and use, for Your internal business operations, the services that You ordered under this order and anything developed by Oracle and delivered to You under this order ("services and deliverables"). You may allow Your agents and contractors to use the services and deliverables for this purpose and You are responsible for their compliance with this order in such use. Oracle or its licensors retain all ownership and intellectual property rights to the services and deliverables, including derivative works thereof. You do not acquire any right or license to use, or allow Your Users in the case of a managed/hosted environment, to use, any service or deliverable in excess of the scope (including but not limited to the specified service environment) or duration of the services and deliverables ordered hereunder. The services and deliverables 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.

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B. ADDITIONAL ORDER TERMS

1. N/A

Authorized Signature:	DeKalb County:	Oracle America, Inc.:
Title: Title: Signature Date: Signature Date:	Authorized Signature:	Authorized Signature:
Signature Date: Signature Date:	Name:	Name:
	Title:	Title:
Outputs Devices of Effective Date 00.0ED 0040	Signature Date:	Signature Date:
Ordering Document Effective Date: 30-SEP-2019	Ordering Document Effective Date: 30-SEP-2019	



ACS FIXED SCOPE EXHIBIT ORACLE TRANSITION SERVICES

Part Number(s):

Oracle Transition Service - Local/Remote Delivery	B88708
Oracle Transition Service - Local/Remote Delivery (Connected)	B73293
Oracle Transition Service - Local Delivery	B88709
Oracle Transition Service - Local Delivery (Connected)	B75920
Oracle Transition Service - Remote Delivery	B88710
Oracle Transition Service - Remote Delivery (Connected)	B86201
Oracle Transition Service for Systems - Local Delivery	B79469
Oracle Transition Service for Systems - Local/Remote Delivery	B88257

Your Name:	DeKalb County
Ordering Document Number:	US-8880709
Exhibit Number:	1

This ACS Fixed Scope Oracle Transition Exhibit incorporates by reference the terms of Your order.

- A. <u>Description of Services</u>. Oracle will perform the following Services, to migrate Your existing environment ("Source Environment") identified in Attachment A to Your Oracle destination environment ("Destination Environment") identified in Attachment A, (collectively referred to as "the Transition Services"):
 - 1. The Transition Services will include the following:
 - a. Conduct a preliminary meeting and orientation;
 - b. Provide access to the Central Portal (defined below) to access reports and recommendations as part of the Services;
 - c. Collect and maintain configuration data that identifies all of Your Oracle components ("Configuration Items") included in the Services;
 - d. Assist in identifying Your business requirements for the Transition Services;
 - e. Conduct pre-migration analysis (e.g., database version, database options, object types and counts, invalid objects, table sizes, parameter settings, E-Business version, E-Business options, Java version, Java options, CPU, memory, storage, system capacity as applicable) and planning (e.g., migration approach);
 - f. Oracle will review and evaluate whether the migration may be performed in accordance with Your business requirements. Oracle will recommend modifications in order to facilitate the migration in accordance with Your business requirements;
 - g. Create a service delivery plan (which may include: change management processes, maintenance windows, complexity of the systems, business requirements of the systems, software versions, security requirements and organizational boundaries);
 - h. Conduct test runs of the Configuration Items in Your Destination Environment;
 - i. Validate the migrated Configuration Items in Your Destination Environment and record the associated migration duration;
 - j. Conduct one (1) migration from Your Source Environment to Your Destination Environment;
 - k. Provide support of the Destination Environment over a contiguous forty eight (48) hour period during the migration;
 - I. Provide a migration summary report (e.g., summary of statistical information about the migration); and
 - m. Conduct a final meeting to review the migration summary report.

B. Oracle Advanced Support Gateway. ACS Services may be delivered utilizing a gateway. A gateway is the computing platform, consisting of the Oracle Advanced Support Gateway software available on <u>My Oracle Support</u> ("MOS") and a physical or virtual hardware platform or an Oracle Public Cloud ("OPC") instance, which hosts Oracle's tools, for collecting, managing, updating and presenting information ("ACS Gateway"). Oracle's minimum hardware requirements for the ACS Gateway are available at <u>http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf</u>. Oracle will provide the necessary software and instructions to install the ACS Gateway or You may provide Oracle remote access to install the ACS Gateway on Your behalf. You will ensure the ACS Gateway (i) has sufficient rack and floor space, air conditioning, electrical power, Internet connectivity, and (ii) is correctly located within Your local-area network and wide-area network environments(s) (as agreed to with Oracle) and attached to Your network, to physically rack, stack and power-up. Once the ACS Gateway is installed, Oracle will deploy additional software on the ACS Gateway which will be used to deliver Your Services. If utilized, the ACS Gateway must be fully installed, connected and operational in order for You to receive the Services. Oracle retains all rights, title and interest to the Oracle supplied ACS Gateway. Oracle retains the right to update and/or replace the ACS Gateway at any time during the performance of the Services.

The Oracle Advanced Support Portal ("Central Portal") is a Web-based interface hosted by Oracle in an Oracle datacenter. It is used for configuring and maintaining the Configuration Management Database ("CMDB"), managing monitoring events, handling change requests and documenting Your requests. It is accessible by You and authorized Oracle Support engineers.

- C. <u>Services Delivery Location</u>. For Services provided by remote delivery resources as described in Your order, You agree that Oracle may access Your systems at Your **Dekalb**, **Georgia** site.
- **D.** <u>Additional Obligations and Project Assumptions</u>. In addition to the obligations stated in Your order, You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations and project assumptions:
 - 1. Your Obligations.
 - a. Provide Your recovery time objectives, post migration testing plans, and change management process requirements.
 - b. Provide systems resources required to conduct migration (e.g., disk space, CPU, network capacity, system capacity, etc.).
 - c. Install Source and where applicable Destination systems.
 - d. Provide adequate capacity on the Source and Destination environments to accommodate the migration.
 - e. Prior to the commencement of the migration, the parties will confirm and agree to the service delivery plan as set forth above.
 - f. Ensure that the recommendations provided by Oracle are implemented prior to Oracle performing the migration. You acknowledge and agree that Your failure to implement the recommendations may result in Oracle's inability to perform the migration. In the event that Oracle is unable to perform the migration, Oracle will prepare an amendment to this exhibit for the change in the Services and increase in fees, if any, resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this exhibit.
 - g. Install patches, upgrades, updates, and/or fixes as recommended by Oracle to maintain the stability of the Configuration Items and/or to enable delivery of Services.
 - h. Provide Oracle with serial numbers and/or other identification and entitlement information for the Configuration Items in the manner specified by Oracle.
 - i. Correct any invalid objects and/or update Your applications to work with new versions or features resulting from the migration.
 - j. Enable and test new features and/or options resulting from the migration.
 - k. Management of changes required to Configuration Items will be mutually agreed by You and Oracle.
 - I. Allow Oracle to install software tools on the Source and Destination Environments to perform the Services.
 - m. Confirm the validity of the migration Services in the Destination Environments.
 - n. Conduct performance, functional and acceptance testing for any dependent applications to the databases.

- 2. Project Assumptions.
 - a. A Technical Account Manager ("TAM") will be assigned to You, as Your primary contact for the Services, throughout the duration of the Services.
 - b. All communication (verbal, written and electronic) associated with the delivery of the Services is in English only.
 - c. Oracle will provide the Services using Oracle tools and systems including tools for collecting, managing, updating, and presenting information.
 - d. Migration status and validation reports are available to You through the Central Portal throughout the duration of the Services.
 - e. The Destination Environment includes a test and production instance.
 - f. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.
 - g. The Services do not include licenses for Oracle GoldenGate and such licenses must be obtained under separate order prior to the commencement of the Services.
- E. <u>Fees and Expenses</u>. The fees for Fixed Scope Services as identified in the Services Ordered table and any applicable taxes shall be invoiced upon Your execution of and Oracle's acceptance of Your order, in advance of Service performance. You are responsible for expenses, if any. Expenses will be invoiced monthly as they are incurred. All fees due under this exhibit are non-cancelable and the sums paid nonrefundable.
- F. End of Services. Notwithstanding any provision or interpretation of this Exhibit to the contrary, Oracle's obligation to provide You with Fixed Scope Services under this Exhibit terminates on the last day of the Term ("End Date"). As of the End Date, any portion of the Fixed Scope 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 Fixed Scope Services. In order for Oracle to provide Services to You after the End Date, Oracle and You shall mutually agree, in writing, under a separate order, to the terms and fees for such Services.
- G. <u>Project Management</u>. You shall designate a project manager who shall be solely responsible for (i) project management associated with this Exhibit and (ii) direction of Services provided to You by Oracle under this Exhibit. Oracle shall provide Services under this Exhibit only under the direction of such project manager, who shall make all decisions in connection with anything relating to project management and direction under this Exhibit.

Attachment A

ORACLE Advanced Customer Services			Oracle Transit	ion Service for Datab	ase: Data	abase Environment Do	cument		Attachment A	
			c	One Line for each dat	abase to	be transitioned				
Customer Name:	DeKalb County						Date:	7/23/2019		
					Transition details					
Source DB Version	Transition from	Transition to (On-	Destination DB	DB Size: Allocated DB	Quantity	Online/Offline	Production DB / Non-	Delivery Location (See	Network Link Speed	SAP database (For On-
	(On-Premises,	Premises to Cloud	Version	Size		Transition (On-Premises	production DB	Delivery Validation Tab	(For On-Premises to On-	Premises to On-
	Cloud at	at Customer, On-				to On-Premises only)		for options)	Premises only)	Premises only)
	Customer, Oracle	Premises to Oracle								
	Cloud)	Cloud, On-Premises								
		to On-Premises)								
EBS PROD - 11.2.0.2	On-Premise	OCI	12.1.0.2	2T	1	Offline	NON PROD DEV	ALL REMOTE		NO
EBS PROD - 11.2.0.2	On-Premise	OCI	12.1.0.2	2T	1	Offline	NON PROD TEST	ALL REMOTE		NO
EBS PROD - 11.2.0.2	On-Premise	OCI	12.1.0.2	2T	1	Offline	PROD	ALL REMOTE		NO
PSFT PROD - 11.2.0.3	On-Premise	OCI	11.2.0.4	2T	1	Offline	NON PROD DEV	ALL REMOTE		NO
PSFT PROD - 11.2.0.3	On-Premise	OCI	11.2.0.4	2T	1	Offline	NON PROD TEST	ALL REMOTE		NO
PSFT PROD - 11.2.0.3	On-Premise	OCI	11.2.0.4	2T	1	Offline	PROD	ALL REMOTE		NO

ORACLE'

ACS TIME & MATERIALS EXHIBIT

Your Name: DeKalb County Ordering Document Number: US-8880709 Exhibit Number: 2

This exhibit incorporates by reference the terms of Your order.

Upon execution of the order, Oracle will make available to You the Time & Materials Services identified in the ACS Services Ordered table ("T&M Services"). You must notify Oracle in writing if and when You require performance of the Services. If You prepay for the Services then (i) the fee for the Services will be deducted from the credit and any unused credits will be forfeited as of the End Date (defined below) and (ii) Oracle's obligation to make the Services available shall end on the End Date. If You do not prepay, Oracle will invoice You for the Services as the Services are performed.

A. Time & Materials Services Ordered.

- 1. <u>Description of Services</u>. The Service Description(s) as well as any applicable service specific obligations and assumptions for the Time & Materials Services identified in Your order is set forth in the Services Addendum attached hereto
- 2. <u>Services Delivery Location</u>. For Services provided by remote delivery resources as described in Your order, You agree that Oracle may access Your systems at Your **Dekalb, Georgia** site.
- B. <u>Rates.</u> T&M Services are provided on a time and materials ("T&M") basis; that is, except as otherwise set forth in section C. below, You shall pay Oracle for all of the time spent performing such Services, plus materials, taxes and expenses.

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

			Work Shift ¹	
Resource Level	Work Period ²	Standard Business Hours Hourly Rate	Extended Business Hours Hourly Rate	Weekend & Holiday Hourly Rate
Advanced Support Engineer	Standard Delivery	\$253.29	\$316.61	\$379.93
From: United States	Urgent Delivery	\$506.57	\$633.22	\$759.86
Technical Account Manager I	Standard Delivery	\$253.29	\$316.61	\$379.93
From: United States	Urgent Delivery	\$506.57	\$633.22	\$759.86

¹Work Shift. Oracle may deliver 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.

²<u>Work Period</u>. Oracle may deliver 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. Payments, Fees and Expenses.

All Service fees and expenses will be invoiced monthly as they are incurred. The Service fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes; these estimates do not include taxes. Oracle will invoice You for actual time spent performing the T&M Services, plus materials, taxes and expenses; such invoice may exceed the total estimated amount documented herein. Once fees for Services reach the estimate and upon execution of written agreement between the parties, Oracle will 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 Services provided to You by Oracle under this exhibit. Oracle shall provide Services under this exhibit only under the direction of such project manager, who shall make all decisions in connection with anything relating to project management and direction under this exhibit.

During the provision of Services under this exhibit, Oracle shall report the status of Services to Your project manager once a month, including a summary of labor hours performed toward the estimated fees identified in the ACS Services Ordered table.

ORACLE

ACS SERVICES ADDENDUM

ORACLE CONTRACT INFORMATION

Your Name:
Ordering Document Number:
Addendum Number:

DeKalb County US-8880709

This ACS Services Addendum incorporates by reference the terms of your order.

1. Time & Materials (T&M) Services Ordered.

A. <u>Description of Services</u>

Advanced Support Engineer

Service Offering	Part #
Advanced Support Engineer	N/A

1. Advanced Technical Guidance and Readiness

Oracle will assist You in performing activities associated with the installation, setup, configuration, and readiness of Your Oracle Programs and/or Oracle Products whether deployed in Your IaaS (infrastructure as a service) and/or PaaS (platform as a service) Oracle Cloud environment, on Your premises, or at a third party location. Specific Services may include assistance with one or more of the following activities:

- a. Installation and configuration.
- b. Patch and update installation.
- c. Technology and software lifecycle guidance.
- d. Product functionality guidance.
- e. Research setup issues and provide recommendations.
- f. Oracle product clustering and Real Application Clusters ("RAC") advice and guidance.
- g. Database and system partitioning.
- h. Configuration documentation and run books.
- 2. Advanced Operational and Optimization Assistance

Oracle will assist You with performing production assistance Services and operational optimization for Your Oracle Programs and/or Oracle Products whether deployed in Your IaaS (infrastructure as a service) and/or PaaS (platform as a service) Oracle Cloud environment, on Your premises, or at a third party location. Specific Services may include assistance with one or more of the following activities:

- a. Administration of Oracle Database and/or Oracle Database Cloud Service.
- b. Administration of Oracle operating systems and/or Oracle Cloud Systems.
- c. Administration of Oracle Fusion Middleware and/or Java.
- d. Administration of Oracle Applications Unlimited environments.
- e. Application database administration for Your Oracle Products.
- f. Database and storage performance optimization.
- g. Backup and restore operations.
- h. Recommendations for operational practices.
- i. Applications server and middleware performance and load balancing.
- j. Operational troubleshooting and root cause analysis.
- k. Change management and patching processes.
- I. Advice and guidance with modernization and critical change events.
- m. Technical assistance for Your helpdesk.

- n. Operational workarounds.
- o. Oracle database, Java and system scripting.
- p. Disaster recovery for database, storage and systems.
- q. Technical advice and guidance for system outages related to Oracle Products.

3. Advanced Support Process Assistance

Oracle will assist You with managing Service requests ("SR"), expediting SR processing, and implementing methodologies related to Your internal problem-management processes. Specific Services may include assistance with one or more of the following activities:

- a. Construct and document a support plan.
- b. Conduct SR analysis and assist with addressing SR issues.
- c. Construct a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue.
- d. Assist with SR prioritization and issue management.

4. Advanced Migration Assistance

Oracle will assist You with the migration of Your workloads, databases, and systems, including storage, from legacy systems environment(s) ("Source Environment") to Your new Oracle environment(s) ("Destination Environment") whether deployed in Your laaS (infrastructure as a service) and/or PaaS (platform as a service) Oracle Cloud environment, on Your premises, or at a third party location. Specific Services may include assistance with one or more of the following activities:

- a. Conduct a discovery workshop(s) to review Your legacy system configurations, identify Your Oracle applications and third party applications for migration; and storage data transfer requirements and objectives.
- b. Provide a report summarizing the findings of the discovery workshop(s).
- c. Prepare a project plan based upon findings of the discovery workshop(s).
- d. Provide guidance on Solaris virtualization, mapping and consolidation.
- e. Provide data transfer technical advice and tool and methodology recommendations.
- f. Provide systems migration test plan assistance.
- g. Provide data transfer test plan assistance.
- h. Assist with the migration of Your Source Environment(s) to Your new Destination Environment(s).
- i. Assist with the transfer of data from Your legacy storage device(s) to the new Oracle storage device(s).
- j. Assist with systems migration testing and validation.
- k. Assist with data transfer testing and validation.

B. Description of Services

Technical Account Manager I

Service Offering	Part #
Technical Account Manager I	N/A

- Oracle will assist You with coordination, oversight, communication, planning, and project management for all Advanced Customer Services ("ACS") identified in Your order. Specific Services may include assistance with one or more of the following activities:
 - a. Project management for the ACS time and materials Services that are defined in Your order.
 - b. Prepare and document a Service delivery plan.
 - c. Conduct quarterly Service delivery plan reviews.
 - d. Service request ("SR") management, prioritization and escalation.
 - e. Assist with constructing a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue.

- f. Assist with reviewing all applicable Oracle Support Services activity, including SR activity in connection with individual SRs logged by You. The review may consist of status reports, next steps, if any, and review of Your SR priorities.
- g. Establish or optimize Your incident management and support processes.
- h. Develop a reference guide containing the parties' key contacts and the applicable environment configurations.
- i. Provide access to and manage Your customer-specific web portal and portal content.