

## ORDERING DOCUMENT

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

<b>Name</b>	SONOMA COUNTY	<b>Contact</b>	Joanne Tunzi
<b>Address</b>	585 Fiscal Drive, Suite 100 SANTA ROSA CA 95403	<b>Phone Number</b>	1-707-565-3210
		<b>Email Address</b>	Joanne.Tunzi@sonoma-county.org

## New Subscription

Service Period: 60 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B73946 - Oracle Planning and Budgeting Cloud Service - Hosted Named User	NORTH AMERICA	120	60 mo	66.00	475,200.00
B79785 - Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User	NORTH AMERICA	10	60 mo	66.00	39,600.00
<b>Subtotal</b>					514,800.00

Fee Description	Net Fee
Cloud Services Fees	514,800.00
<b>Net Fees</b>	514,800.00
<b>Total Fees</b>	514,800.00

## **A. Terms of Your Order**

### **1. Agreement**

a. US-OMA-389 effective 18-FEB-2013

### **2. Payment Terms:**

a. Net 30 days from invoice date

### **3. Payment Frequency:**

Quarterly in Arrears

### **4. Currency:**

US Dollars

### **5. Offer Valid through:**

15-AUG-2019

### **6. Services Period**

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.

### **7. Service Specifications**

The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

## **B. Additional Order Terms**

### **1. 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" "order" and "Order Form"; "Services Term" and "Services Period"; "Your Data", "Company Data" and "Your Content".

### **2. Price Hold**

During the Services Period, You may order additional quantities of the Cloud Services acquired under this order at the Unit Net Price specified above. This price hold does not apply to Eloqua Marketing Platform Cloud Service, to any renewals or extensions of the Cloud Services ordered hereunder, to Cloud Services ordered pursuant to a separate Oracle discount or promotion, or to any Cloud Services other than those listed in the initial purchase under this order.

### **3. Data Processing Agreement**

Oracle's Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement>, is incorporated herein by reference and describes the parties' respective roles for the processing and control of Personal Data (as that term is defined in the Data Processing Agreement) that Customer provides to Oracle as part of the Cloud Services except to the extent otherwise specified in this order.

### **4. Additional Price Hold**

For a period of 12 months from the Cloud Services Start Date of this order, You may order the Cloud Services specified below at the appropriate fee specified below, provided this Cloud Services are available in production release when ordered.

Cloud Services Part Number	Product Name	Metric	Monthly Unit Net Price
B88578	Additional Environments for Oracle Planning and Budgeting Cloud Service	Test Environment	\$1,375.00

## 5. Shelving of On Premise Program Licenses

a. **Shelved On Premise Licenses.** Under one or more separate contracts with Oracle, You previously acquired the non-Cloud Oracle on premise program licenses listed in the attached License Shelving Exhibit (the "**Shelved On Premise Licenses**"). In connection with the Services acquired under this order, You agree to desupport, and cease using, the Shelved On Premise Licenses in accordance with the terms of this section, "Shelving of On Premise Licenses" (such desupport and cessation of use being referred to as "shelved" or "shelving"). Notwithstanding anything to the contrary, the Shelved On Premise Licenses may only include Oracle on-premise program licenses for which You maintain technical support in accordance with Your separate contract(s) with Oracle for those licenses and technical support services up to the commencement of the Transition Period (as defined below). In addition, as a requirement for shelving of the Shelved On Premise Licenses, the Cloud Services acquired under this order must be maintained (i.e., not terminated) for the full Service Period specified in the table above.

As used in this section, "Shelving of On Premise Licenses", "**Limited On Premise Support**" refers to technical support services for the Shelved On Premise Licenses that are limited to product support (which includes your ability to log service requests online for product issues), security patch updates, critical patch updates, tax updates, and legal and regulatory updates (but not any major version release updates). Except as modified by this section, "Shelving of On Premise Licenses", Your use of the Shelved On Premise Licenses and related Oracle technical support services (including, Limited On Premise Support) remain governed by the separate contract(s) under which such licenses and services were acquired, and the Oracle technical support policies located at <http://www.oracle.com/support/policies.html> ("**Oracle Technical Support Policies**").

b. **Transition Period.** You may continue to use the Shelved On Premise Licenses during the Initial Transition Period. The "**Initial Transition Period**" begins on the Cloud Services Start Date and ends on the earlier of (i) six (6) months from the Cloud Services Start Date, or (ii) Oracle's receipt of Your written notice that the Shelving Period has begun. Notwithstanding anything to the contrary in Your separate contract(s) for technical support services for the Shelved On Premise Licenses, (A) during the Initial Transition Period only, Oracle will provide You at no charge with Limited On Premise Support, and (B) You agree that during the Transition Period You may not use any components of technical support with the Shelved On Premise Licenses other than those included in the Limited On Premise Support.

If the Initial Transition Period ends six (6) months from the Cloud Services Start Date pursuant to clause (i) of the preceding paragraph, then You may elect to continue using the Shelved On Premise Licenses and receiving Limited On Premise Support for up to an additional six (6) consecutive month period by (1) sending Oracle written notice of such election at least thirty (30) days before the end of the Initial Transition Period, and (2) purchasing Limited On Premise Support from Oracle for such period in three-month increments (each such three-month increment is called an "**Extended Transition Period**" and collectively, the "**Extended Transition Periods**"). For each Extended Transition Period, You will be billed quarterly in arrears a net fee equal to eight percent (8%) of the annual support fee for the Shelved On Premise Licenses in Your most recent annual support renewal order.

If You would like to continue using the Shelved On Premise Licenses and receiving Limited On Premise Support beyond twelve (12) months from the Cloud Services Start Date, then You must (I) send Oracle written notice of such election at least thirty (30) days before the twelve (12) months end, and (II) purchase Limited On Premise Support from Oracle for such period in three-month increments (each such three-month increment is called a "**Continuing Transition Period**" and collectively, the "**Continuing Transition Periods**"). For each Continuing Transition Period, You will be billed quarterly in arrears a net fee equal to twenty five percent (25%) of the annual support fee for the Shelved On Premise Licenses in Your most recent annual support renewal order. By providing Oracle with written notice, You may at any time end any ongoing Extended Transition Period or Continuing Transition Period, and immediately commence the shelving of the Shelved On Premise Licenses in accordance with the terms of the "Shelving Period" section below; fees related to any partial quarter of Limited On Premise Support received will be pro-rated.

As used in this section, "Shelving of On Premise Licenses", the "**Transition Period**" means the total cumulative period of the Initial Transition Period, any Extended Transition Periods and any Continuing Transition Periods.

c. **Shelving Credit.** Oracle will issue You a credit for any Oracle technical support services fees that You prepaid for the Shelved On Premise Licenses which remain unused as of the commencement of the Transition Period, provided that the invoices for such technical support services have been paid in full. This credit will be applied against Your first invoice for the Cloud Services acquired under this order and may not be used by You for purchase of any other Oracle products or services.

d. **Shelving Period.** The period during which the Shelved On Premise Licenses are considered to be shelved is from the end of the Transition Period through the earlier of the following to occur (the "**Shelving Period**"): (i) the end of the Services Period for the Cloud Services acquired under this order, (ii) Your resumption of use of the Shelved On Premise Licenses, or (iii) Your non-compliance as described in the "Non Compliance" section below. If the Shelving Period ends under clause (i) of the preceding sentence due to the expiration of the full Service Period specified in the table above for the Cloud Services, then You may extend the Shelving Period by entering into an order with Oracle pursuant to mutually agreed to terms and conditions which renew the Cloud Services and expressly extend the Shelving Period for the Shelved On Premise Licenses listed on the License Shelving Exhibit.

During the Shelving Period, You must: (1) not use the Shelved On Premise Licenses for any purposes other than read-only access to historical archived data, (2) not receive for, or use for the benefit of, the Shelved On Premise Licenses, any direct or indirect Oracle technical support in any manner, including but not limited to updates, patches, fixes, accessing historical archived data, phone support, or on-line support accessible through a web

browser or other connectivity tool, and (3) continue to maintain Oracle technical support for Your remaining non-Cloud Oracle on premise program licenses (i.e., program licenses which have not been shelved under this order) contained in the same license set as the Shelved On Premise Licenses (the **"Non-Shelved On Premise Licenses"**) in accordance with the terms of Your separate contract(s) for those Oracle program licenses and technical support services, and the Oracle Technical Support Policies.

e. **Non Compliance.** If You fail to meet any of the requirements or otherwise violate any of the terms in this section, "Shelving of On Premise Licenses" then, as of the date of such failure or violation, as applicable (the **"Non-Compliance Date"**), (i) the Shelving Period will end and the Shelved On Premise Licenses will immediately no longer be deemed shelved under these provisions, (ii) a reinstatement fee and applicable back support will be charged for the Shelved On Premise Licenses, (iii) the rules and policies in the Oracle Technical Support Policies on repricing and matching service levels will apply to the Shelved On Premise Licenses and to any Non-Shelved On Premise Licenses, and (iv) subject to the preceding clauses (ii) and (iii), annual technical support for the Shelved On Premise Licenses will be reinstated as of the Non-Compliance Date and You agree to pay Oracle all fees related to such technical support services within fifteen (15) days of such Non-Compliance Date. Reinstatement and back support fees under the preceding sentence will be calculated pursuant to the Oracle Technical Support Policies from the period commencing at the earlier of the start of the Shelving Period or the Non-Compliance Date.

f. **Unshelving of Shelved On Premise Licenses.** Except as provided in the "Non Compliance" section above, You may resume use of the Shelved On Premise Licenses in accordance with Your separate license agreement(s) for such licenses, and technical support will be reinstated at the annual rate previously in effect, (i) at any time during the Services Period specified for the Cloud Services acquired under this order, by providing Oracle with prior written notice of Your election to resume use of the Shelved On Premise Licenses and resuming payment of all annual technical support fees for the Shelved On Premise Licenses no later than 30 days from the resumption of use, or (ii) at the end of the Services Period specified for the Cloud Services acquired under this order, by resuming payment of all annual technical support fees for the Shelved On Premise Licenses no later than 30 days from the end of the Services Period (under this clause (ii), annual technical support fees for the Shelved On Premise Licenses will be calculated based on annual technical support commencing as of the end of the Service Period). If You do not pay all technical support fees in accordance with the preceding sentence, then (1) You will be deemed in non-compliance with the terms of this section, "Shelving of On Premise Licenses", and (2) the terms of the "Non-Compliance" section above will apply, provided that, reinstatement and back support fees for the Shelved On Premise Licenses will be calculated from the period commencing at the earlier of Your resumption of use of such licenses or the end of the Services Period for the Cloud Services acquired under this order.

For clarity, this order for Cloud Services, and all rights and obligations hereunder (including payment obligations), will remain in full force and effect for the duration of the Services Period for the Cloud Services acquired under this order, notwithstanding any resumption of use by You of the Shelved On Premise Licenses prior to the end of such Services Period.

g. **Additional On Premise Licenses.** In the event that You require additional non-Cloud Oracle program licenses for one or more of the Shelved On Premise Licenses, You must first unshelve the required number of licenses, up to the total number shelved, in accordance with the "Unshelving of Shelved On Premise Licenses" section above. You may not purchase additional licenses for that program until all Shelved On Premise Licenses have been unshelved.

h. **Certification.** You are required to certify in writing to Oracle at the commencement of the Shelving Period, and annually thereafter during the Shelving Period, that the Shelved On Premise Licenses are and remain desupported and unused in accordance with the terms of this section, "Shelving of On Premise Licenses."

## 6. Unpaid Invoices

You agree that (a) the invoices for technical support for the licenses associated with the technical support services contract(s) identified in the column labeled Invoice Number (INV#) in the table below do not appear in Oracle's systems as having been paid as the effective date of this order; (b) such invoices reflect fees for a technical support term that expires (or has already expired) as set forth in the invoice Due Date column below; and (c) those invoices are noncancelable and non-refundable and, if not in fact already paid, will be paid in full in accordance with the payment terms applicable thereto. Credit for unused support will not be valid nor granted under this order until the invoices are paid in full.

OKS	INV#	Invoice Due Date	Amount Due Remaining	Amount Due Originally	Currency
5833634	44212647	16-SEP-19	52,039.24	52,039.24	USD

**SONOMA COUNTY**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature Date \_\_\_\_\_

**BILL TO / SHIP TO INFORMATION**

Bill To		Ship To	
<b>Customer Name</b>	SONOMA COUNTY	<b>Customer Name</b>	SONOMA COUNTY
<b>Customer Address</b>	585 Fiscal Drive, Suite 100 SANTA ROSA CA 95403	<b>Customer Address</b>	585 Fiscal Drive, Suite 100 SANTA ROSA CA 95403
<b>Contact Name</b>	Joanne Tunzi	<b>Contact Name</b>	Joanne Tunzi
<b>Contact Phone</b>	1-707-565-3210	<b>Contact Phone</b>	1-707-565-3210
<b>Contact Email</b>	Joanne.Tunzi@sonoma-county.org	<b>Contact Email</b>	Joanne.Tunzi@sonoma-county.org



## License Shelving Exhibit

You have agreed to shelve the following on-premise program licenses You previously acquired under separate contract(s) with Oracle pursuant to the terms of Your Cloud Services order CPQ-1284495:

Csi Number	Instance Number	Product Description	License Metric	Quantity
18950009	86904606	Oracle UPK for Hyperion Planning Plus (over 4K employees and/or over \$1 billion in revenue)	UPK MODULE	1
18950009	86904596	Oracle Hyperion Financial Data Quality Management	APPLICATION USER	50
18950009	86904592	Oracle Hyperion Planning Plus	APPLICATION USER	100
18950009	86904589	Oracle Hyperion Public Sector Planning and Budgeting	APPLICATION USER	100
18950009	86904577	Oracle Hyperion Financial Data Quality Management Adapter Suite	APPLICATION USER	50

GMA ID:890464