



PROFESSIONAL SERVICES
ORDERING DOCUMENT

Ordering Document Number: US-18649835

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: WEBER COUNTY GOVERNMENT Your Address: 2380 Washington Blvd. Ogden UT 83301
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Oracle Representative:	Gregory Foster	Your Billing Contact:	Emily Wilde
Address:	500 Oracle Parkway Redwood Shores, CA 94065	Address:	2380 Washington Blvd. Ogden UT 83301
Phone Number:	469-516-1244	Phone Number:	801-399-8650
Email Address:	gregory.foster@oracle.com	Email Address:	ewilde@webercountyutah.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. MCS - Oracle Custom Managed Services - Redwood Adoption	B41088	1	6	1	6	\$30,951.82	\$0.00
Total Fees and Estimated Expenses						\$30,951.82	\$0.00

*Month 1 shall correspond to the period beginning on **22-APR-2025**.

A. TERMS

- Applicable Master Agreement:** This order incorporates by reference the Master Agreement **US-TGMA-CPQ-80519729** 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: 31-MAY-2025.**

The terms and pricing granted under this order are contingent on Your simultaneous execution of **US-TGMA-CPQ-80519729**. **US-TGMA-CPQ-80519729** may be accepted by Oracle even if this order is not signed. However, this order is not accepted unless **US-TGMA-CPQ-80519729** is signed.

- 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.

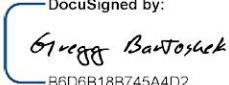
You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

9. **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.

WEBER COUNTY GOVERNMENT	Oracle America, Inc.
Authorized Signature: _____	Authorized Signature:  _____
Name: _____	Name: <u>Gregg Bartoshek</u>
Title: _____	Title: <u>Contract Specialist</u>
Signature Date: _____	Signature Date: <u>29-Apr-2025 6:54 AM PDT</u>
Ordering Document Effective Date: _____	<i>{to be completed by Oracle}</i>



Your Name: **WEBER COUNTY GOVERNMENT**
Ordering Document Number: **US-18649835**
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](#) 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. Schedules.

The following schedules applicable to certain Managed Services are incorporated into this Exhibit and/or located in [My Oracle Support](#) under Document ID 780129.5.

1. Custom Managed Services – Redwood Adoption (attached to this exhibit as Attachment A)
2. Definitions Schedule

- 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 **annually in advance** 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_wv_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>.

Attachment A:

Custom Services – Redwood Adoption

Schedule to the Ordering Document

Description of Services

Oracle will perform the following activities for the assessment and adoption of Redwood features for the Oracle Fusion Applications for which You have separately purchased Oracle Software as a Service (the “Supported Programs”), in accordance with the Service Maximums (the “Services”):

1. Designate a resource who will serve as Your primary point of contact for the Services, including the following activities:
 - a. Conduct an orientation to introduce the designated resource and identify and document the key Oracle contacts and Your designated technical contacts (“Customer Contacts”).
 - b. Coordinate communication between the key Oracle contacts and Your Customer Contacts.
 - c. Perform service reviews, including progress and status of service performance.
 - d. Assist with any escalations related to the Services.
 - e. Schedule and coordinate any meetings during mutually agreed business hours.
2. Based on Your completed Redwood Questionnaire and Your provided Oracle Redwood Personalization Helper tool output identify and document (a) the Supported Programs (“Identified Supported Programs”); (b) the program modules (“Identified Modules”); (c) the required Redwood features (“Identified Features”); (d) personalization and customizations (“Identified Personalization and Customizations”); (e) the most recent SaaS release update (“Identified Release Update”); (f) the required number of deployments for the adoption of Redwood (“Identified Number of Deployments”) for the migration to production, as applicable; (g) Your existing documented processes, including release and change management procedures, test execution cycles, and test cases; and (h) Your functional and technical design documents provided by You.
3. Redwood Assessment. If an assessment of the Identified Modules, Identified Features, Identified Personalization and Customizations for Redwood, is included in Your order provide the following activities in the non-production environment that is a recent copy of the production environment (the “Redwood Assessment”):
 - a. Analyse Your completed Redwood Questionnaire.
 - b. Analyse the Oracle Redwood Personalization Helper tool output provided by You.
 - c. Analyse the Identified Personalizations and Customizations.
 - d. Provide an assessment report to You that includes the following:
 - i. A summary of the Redwood features that are available for the Identified Modules and the Identified Release Update.
 - ii. Prerequisites needed for the Identified Modules and Identified Features.
 - iii. A functional impact analysis of the Identified Features and Oracle’s recommended practices to enable the Identified Features.

- iv. An impact analysis of the Identified Personalizations and Customizations and Oracle's recommended practices.
 - e. Conduct one (1) online session with You to review the assessment report.
4. Workplan for Redwood Adoption. If a workplan for the Redwood adoption of the Identified Modules, Identified Features and Identified Personalization and Customizations is Included in Your order provide the following activities limited to the Identified Release Update (the "Workplan for Redwood Adoption"):
- a. Discuss with You Your preference in the order of adopting the Identified Features.
 - b. Create a Redwood Adoption Workplan that will identify and document (a) the recommended order of adoption of the Identified Features; (b) the estimated timeline; and (c) the associated Identified Personalizations and Customizations.
 - c. Conduct one (1) online session with You to review the Workplan for Redwood Adoption.
5. Redwood Adoption. If the Redwood adoption of the Identified Modules, Identified Features and Identified Personalization and Customizations is included in Your order, provide the following activities ("Redwood Adoption"):
- a. Perform an analysis of the Identified Supported Program environment to evaluate Your readiness to adopt the Identified Features and the configurations of required prerequisites.
 - b. Setup and enable the Identified Features.
 - c. Convert the Identified Personalizations and Customizations.
 - d. Conduct unit testing.
 - e. Migrate the adopted changes for up to the Identified number of Deployments.
 - f. Assist You with issues identified during Your user acceptance testing.
 - g. Provide support to You for the defined period following the production go-live of the production environment ("Post Go-Live Support").
6. Regression Testing. If regression testing is included in Your order, provide the following activities ("Regression Testing"):
- a. Automate existing test cases, as feasible, using Oracle's regression testing tool.
 - b. Create new automated test cases using Oracle's regression testing tool.
 - c. Execute test cases to validate functionality of the Identified Supported Programs in Your non-production environment following the Redwood Adoption.
 - d. Conduct an analysis to compare the actual results of the executed test cases with expected results.
 - e. Create and share with You an operational report upon the completion of each regression testing cycle.

Service Maximums

The Services are subject to the following constraints ("Service Maximums").

Service Maximums

Maximum	Quantity/Frequency/Type
Identified Supported Programs	Human Capital Management

Maximum	Quantity/Frequency/Type
Primary Hours of Operation	<ul style="list-style-type: none"> 8x5 India Business Hours Online sessions during customer business hours as mutually agreed
Service Language	U.S. English
TAM Location	United States
Number of Identified Modules	Up to 1 (Payroll)
Identified Release Update	25A
Number of Identified Features	Up to 12
Number of Identified Personalizations and Customizations	Up to 0
Redwood Assessment	Included
Workplan for Redwood Adoption	Included
Redwood Adoption	Included
Identified Number of Deployments	Up to 2
Post Go-Live Support	Up to 3 weeks
Regression Testing	Not Included
Existing test cases to be automated	N/A
New test cases to be created & automated	N/A
Test cycles	N/A
Test case executions per test cycle	N/A

Your Cooperation and Service Assumptions

Your Cooperation

Subject to the terms in the Oracle Professional Services Delivery Policies ("Policies") available at <http://www.oracle.com/contracts>, the following obligations apply in addition to the obligations in the Policies:

1. Be responsible for Your, Your Users' and Your third parties' use of and access to networks, systems, and all Environments, including use of and access to Your Content and for compliance by You and such third parties with the terms of the Agreement, order, and this Service Description.
2. Provide the completed Redwood Questionnaire, the Oracle Redwood Personalization Helper tool output, and any additional information about Your (a) Identified Supported Programs; (b) Identified Modules; (c) Identified Features; (d) Identified Personalization and Customizations; (e) existing processes and procedures; (f) functional and technical design documents; and (g) regression test cases, as applicable.
3. Provide Oracle with necessary user and role access to the Identified Supported Programs in the non-production environment, as required for delivery of the Services. Activities which are to be directly performed on Production

environment, Oracle will provide you the necessary instructions. In case, You provide Oracle, the required access in the Production environment, Oracle will perform the necessary activity.

4. Provide test data to Oracle to execute regression testing, as applicable.
5. If Redwood Adoption is not included in Your order, be responsible for the resolution of issues and failures identified during regression testing.
6. Be responsible for any issues related to integrations beyond the point of interface to the Identified Supported Programs.
7. Conduct user acceptance testing and/or end user training.
8. Participate in the online sessions to review the assessment report and/or the Workplan for Redwood Adoption, as applicable.

Service Assumptions

1. The following activities are not included in the Services and may be separately purchased by You for additional fees:
 - a. Redwood Adoption of additional features not included in the Identified Release Update but provided in a later SaaS release update.
 - b. Redesign of existing user roles and security model.
 - c. Services for deprecated or replaced Redwood features.
 - d. Redesign of personalizations and customizations using Guided Journeys.
 - e. Groovy scripting in Human Capital Management for cases approved by Oracle Product Development.
2. Any services not explicitly described in this Service Description are out of scope.