



## ORDERING DOCUMENT

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

**Your Name** Baldwin County Commission  
**Your Location** 175 Courthouse Sq, Bay Minette, AL  
36507

**Your Contact** Brian Peacock  
**Phone Number** 251-580-2598  
**Email Address** bpeacock@baldwincountyal.gov

Programs and Program-Related Service Offerings	
Enterprise Programs	
Product Description / License Type	Quantity
JD Edwards EnterpriseOne Financials - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	12.8
JD Edwards EnterpriseOne System Foundation - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	12.8
JD Edwards EnterpriseOne Capital Asset Management - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	12.8
JD Edwards EnterpriseOne Contract and Service Billing - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	12.8
JD Edwards EnterpriseOne Procurement and Subcontract Management - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	12.8
JD Edwards EnterpriseOne Project Costing - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	12.8
JD Edwards EnterpriseOne Inventory Management - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	12.8
JD Edwards EnterpriseOne Core Tools and Infrastructure - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	12.8
JD Edwards EnterpriseOne Expense Management - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	12.8
JD Edwards EnterpriseOne Advanced Contract Billing - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	12.8

Fee Description	Net Fee
Program Fees	21,281.25
Program-Related Service Offerings Fees	4,681.86
<b>Total Fees</b>	<b>25,963.11</b>

## **A. Agreement and Modifications to the Agreement**

### **1. Agreement**

a. This order incorporates by reference the terms of the Oracle License and Services Agreement Oracle License and Services Agreement v102309 and all amendments and addenda thereto (the "Master Agreement"). The following defined terms in the Master Agreement shall have the same meaning as the stated terms in this order: "agreement" and "Master Agreement"; "programs" and "Programs"; "program documentation" and "Program Documentation"; "services" and "Program-related Service Offerings"/"Hardware-related Service Offerings"; "Software Updates" or "Product Support" and "Software Update License & Support"; "you/your" and "You/Your".

## **B. Description and Fees for Ordered Programs and Services**

### **1. Summary of Fees**

Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

### **2. Technical Support Services**

You have ordered Hardware and/or Programs and 12 months of technical support services.

## **C. General Terms**

### **1. Commencement Date**

All program licenses and the period of performance for all services are effective upon the effective date of this ordering document. If shipment of tangible media is required, the program licenses and the period of performance for all services are effective upon shipment of tangible media.

### **2. Territory**

a. The Program licenses included on this order are for use in the U.S.

### **3. Fees, Invoicing, and Payment Obligation**

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

b. Program-related Service Offering fees are invoiced in arrears 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.

c. In addition to the fees listed herein, Oracle will invoice you for any applicable shipping charges or applicable taxes.

d. In entering into payment obligations under this 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 this order and the Master Agreement.

### **4. Pricing Invoicing and Payment Obligation**

a. In accordance with the agreement: (i) license fees are invoiced as of the commencement date; and (ii) service fees are invoiced after the performance of the service; specifically, technical support fees are invoiced quarterly in arrears from the commencement date.

### **5. Delivery and Installation**

a. You shall be responsible for installation of the software.

b. Notwithstanding anything to the contrary in the Master Agreement, Oracle has no delivery obligation under this order. You acknowledge that Oracle has delivered to Your location, 1 copy of the software media and 1 set of Program Documentation (in the form generally available) for each Program listed in the Program and Program-Related Service Offerings section above.

## 6. Source Code

Oracle may deliver source code as part of its standard delivery for particular programs, operating system or integrated software; all source code delivered by Oracle is subject to the terms of the agreement, the applicable order and the applicable program documentation.

## 7. Segmentation

The purchase of any products (i.e., hardware (including integrated software and operating system) and programs) 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.

## 8. Order of Precedence

In the event of inconsistencies between the terms contained in this order and the Master Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

## 9. Offer Validity

This order is valid through 17-JUL-2019, and shall become binding upon execution by You and acceptance by Oracle.

## D. Technical Support

### 1. Technical Support Policies

**Technical Support:** For purposes of the ordering document, technical support consists of annual technical support services You may have ordered 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 services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of 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 ordering document for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

Technical support is effective upon the effective date of the ordering document 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.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS, will not increase by more than 4% over the prior year's fees. If Your order is fulfilled by a member of Oracle's partner Program, the fee for SULS for the first renewal year will be the price quoted to You by Your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

If You decide to purchase technical support for any 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.

## E. Other

### 1. Order Placed Pursuant to Expansion (ILF)

The Program licenses listed in the Program and Program-Related Service Offerings section with the license types Enterprise \$M in Operating Budget Perpetual are ordered and subject to the applicable fees and terms of the order between You and Oracle dated 26-FEB-2010. As of the effective date of this order, Your actual Enterprise \$M in Operating Budget Perpetual is greater than or equal to 128. The Summary Exhibit lists the Program licenses acquired prior to the effective date, the Program licenses acquired under this order and the total number of Program licenses acquired to date.

**Summary Exhibit**

Program Description	License Type	Number of Program Licenses Acquired Prior to Effective Date	Number of Program Licenses Acquired under the Programs and Program-Related Service Offerings section	Total Number of Program Licenses Acquired as of the Effective Date (Under This Ordering Document)
Those programs specified in the table(s) located above, of the License Type(s) specified in the License Type column	Enterprise \$M in Operating Budget Perpetual	128	12.8	140.8

<b>Baldwin County Commission</b>		<b>Oracle America, Inc.</b>	
<b>Signature</b>	_____	<b>Signature</b>	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <b>Shaun Puthigai</b>  <small>587852ACCC8E4DA</small> </div>
<b>Name</b>	_____	<b>Name</b>	Shaun Puthigai
<b>Title</b>	_____	<b>Title</b>	Deal Specialist
<b>Signature Date</b>	_____	<b>Signature Date</b>	18-Jun-2019   4:37 PM CDT
<b>Effective Date</b>	( to be completed by Oracle ) _____		