

(ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

CR069996  
C033316  
V077625



PROFESSIONAL SERVICES  
ORDERING DOCUMENT

Ordering Document Number: US-16421722

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	<b>Your Name:</b> Milwaukee Board of School Directors dba Milwaukee Public Schools <b>Your Address:</b> 5225 W. Vliet Street Milwaukee, WI 53208
--	---

<b>Oracle Representative:</b>	John Hogan	<b>Your Billing Contact:</b>	Tom Cash
<b>Address:</b>	Willis Tower 233, South Wacker Drive Chicago, IL 60606	<b>Address:</b>	5225 W. Vliet Street Milwaukee, WI 53208
<b>Phone Number:</b>	312-520-3072	<b>Phone Number:</b>	414-475-8315
<b>Email Address:</b>	john.p.hogan@oracle.com	<b>Email Address:</b>	cashta@milwaukee.k12.wi.us

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

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Fixed Price Services	Exhibit 1	\$0.00	\$0.00	\$0.00
Time and Materials Services	Exhibit 2	\$348,740.44	\$0.00	\$348,740.44
<b>Total Fees and Estimated Expenses</b>				<b>\$348,740.44</b>

**A. TERMS**

- Applicable Master Agreement:**  
This order incorporates by reference the Master Agreement **US-OMA-1164550 With Schedule-C– Cloud Services** 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:** 24-FEB-2025.
- 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

**(ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS**

CR069996  
C033316  
V0777625

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.

<b>Milwaukee Board of School Directors dba Milwaukee Public Schools</b>	<b>Oracle America, Inc.</b>
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	{to be completed by Oracle}

By: \_\_\_\_\_  
Eduardo Galvan  
Interim Superintendent of Schools

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Reviewed by Insurance Compliance

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Marva Herndon, President  
Milwaukee Board of School Directors

Date: \_\_\_\_\_

By: *Jiquinna Cohen*  
Reviewed by Contract Compliance

Date: 01.03.2025

EIN: XXXXXXXXXX

Budget Code: SFS-0-0-TLN-DW-EMTC



FIXED PRICE EXHIBIT

Your Name: Milwaukee Board of School Directors dba Milwaukee Public Schools  
Ordering Document Number: US-16421722  
Exhibit Number: 1

1. Description of Services.

A. For a period not to exceed three (3) consecutive months from a mutually agreed upon start date (the "Services Period") unless a change to Services Period is mutually agreed upon in writing, Oracle will provide up to one hundred and seventy-five (175) person days of assistance with the following activities related Your Oracle Cloud Infrastructure ("OCI"):

1. Project Management Services:

- a. Create the Oracle Project Management Plan document ("PMP") for Oracle Services, which provides an overview of the project management methodology and governance process. The PMP will be prepared with the participation of Your project manager and may include the following:
  1. Scope management.
  2. Work management.
  3. Risk management.
  4. Issue management.
  5. Staff management.
  6. Communications management.
- b. Create the Oracle Work Plan ("OWP") describing the following:
  1. The Oracle Project tasks and estimated durations.
  2. The Oracle Project schedule.
  3. The Oracle Project task dependencies.
- c. Work with Your project manager to create Your baseline Project work plan that consists of Your Project tasks, schedule, and dependencies, and is consistent with the OWP.
- d. Conduct regular project management meetings with Your designated project manager(s) as mutually agreed.
- e. Review issues identified by Oracle resource(s) during the performance of Services, with Your project manager.
- f. Conduct a regular review of the OWP and Your Project work plan with Your project manager(s) as mutually agreed.

2. OCI Tenancy, Network and Security Infrastructure Architecture & Design Services:

- a. Review Your current Oracle Cloud Bill of Materials ("BoM") and validate Your OCI tenancy Services and service limits.
- b. Conduct up to forty (40) hours of workshops, over a period of up to four (4) consecutive weeks, to gather and review Your requirements for:
  1. Tenancy Organization.
  2. High Availability and Disaster Recovery and the use of multiple regions or availability domains.
  3. Network topology including connectivity to Your Data Centers and other Cloud Providers.
  4. Segregation of duties.
  5. Security and Access Controls including federation with Your existing Identity Provider ("IdP").
  6. Governance including resource classification for cloud utilization and cost analysis.
  7. Alerting, Notifications, and integration with Your Security Information and Event Management ("SIEM").
  8. Network traffic filtering and distribution.
  9. Application attack detection.
  10. Backup and Recovery.
  11. Data Storage and Encryption.
  12. Database Security.
  13. Activity Logging and Auditing.
  14. Oracle Database Management.
  15. PeopleSoft Human Capital Management ("PSFT HCM") Application Monitoring.

**(ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS**

CR069996  
 C033316  
 V0777625

- c. Create Your OCI Cloud Deployment Design Document (“CD3”) by mapping Your requirements to the features and capabilities of OCI.
  - d. Conduct up to four (4) workshops, each of which is up to two (2) hours, to review Your CD3 with Your key stakeholders.
3. OCI Implementation Services:
- a. Provision, configure or enable Your OCI tenancy and network infrastructure services in accordance with the CD3 utilizing the CD3 Automation Toolkit, that may include:
    - 1. Virtual Cloud Networks (“VCN”), subnets, internet gateways, dynamic routing gateways, service gateways, Site-to-Site Virtual Private Network, and FastConnect.
    - 2. Network security groups, security lists, and routes.
    - 3. Load Balancers, network firewalls, and web application firewalls.
    - 4. User access using OCI Identity and Access Management (“IAM”) compartments, groups, and policies.
    - 5. Monitoring of OCI resources and events using OCI native observability and management.
    - 6. Integration of critical security alerts with Your existing notification environment.
    - 7. Federation of the OCI console with Your existing identity provider.
    - 8. Integration of OCI event, audit, and flow logs into Your existing Security Information and Event Management (“SIEM”) target using service connectors.
    - 9. OCI Data Safe for up to two (2) Oracle Databases.
    - 10. OCI Stack monitoring for one (1) PSFT HCM production lifecycle environment.
  - b. Validate Your OCI tenancy and network infrastructure services in accordance with Oracle standard documentation.

2. Fees, Expenses, and Taxes.

A. You agree to pay Oracle the fee specified below for the Services in the following installment(s). This fee does not include expenses, if applicable, or taxes. After each Installment Date, Oracle shall invoice and You shall pay the corresponding Payment Amount, and Your payment obligation is non-cancelable and the sums paid non-refundable, except as may otherwise be provided in the Master Agreement.

Installment No.	Installment Date	Payment Amount
1	Upon Your signature of the Ordering Document	\$0.00
<b>Total Fixed Fee</b>		<b>\$0.00</b>

Any expenses will be invoiced monthly.

3. Project Management.

You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.

4. Your Cooperation.

- A. Provide Oracle written notice at least two (2) weeks prior to your desired start date for the Services under this exhibit. Start date can be no later than three (3) months from the Ordering Document effective date.
- B. Provide Oracle with a written notice to change the established work schedule a minimum of two (2) weeks prior to the date You desire such change to be implemented.
- C. Ensure that the Services will not be adversely impacted by Your other projects or initiatives currently underway at Your facilities.
- D. Provide database, system, and network administration required by Oracle to support the performance of the Service.
- E. Perform any and all back up and emergency recovery procedures.
- F. Ensure any required upgrades are complete prior to the commencement of the Services under this exhibit.
- G. Install, configure, maintain, and manage all third-party products.
- H. Acknowledge that Oracle resources will not typically perform services on holidays recognized by Oracle or on weekends. However, with Your permission, Oracle resources may choose to perform services on such holidays and/or weekends.

## (ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

CR069996  
C033316  
V0777625

- I. Delete all Oracle scripts or tools used during the performance of the Services including those in Your back-ups, or archives. Such deletion will be performed by You and confirmed to Oracle in writing at the conclusion of Services under this exhibit.
  - J. Participate in and assist with all services tasks.
  - K. Perform all activities including, but not limited to, installation, configuration, extraction, testing, patching, administration and decommissioning in your existing data centers, unless otherwise described in this Exhibit.
  - L. Designate a Project Manager for Oracle to work with who will be the Primary Point of Contact.
  - M. Be responsible for the following:
    1. End-to-end project management.
    2. Single Sign-On ("SSO") & public-DNS configuration and changes.
    3. Provide Secure Sockets Layer ("SSL")/Transport Layer Security ("TLS") certificates for all applications.
    4. Configuration specific to compliances including, but not limited to, Personal Identifiable Information ("PII") / Payment Card Industry Data Security Standard ("PCI") / Health Insurance Portability and Accountability Act ("HIPAA") / Federal Risk and Authorization Management Program ("FedRAMP") in OCI.
    5. Provide the necessary level of access to environment, resources, and subject matter expertise to support the delivery of the services.
    6. Be an active participant in the design and implementation process.
    7. Remove access permissions on completion of services.
    8. Carry out day-to-day operations and maintenance of existing environments.
    9. Provide access to your resources and OCI tenancies as reasonably necessary for Oracle to deliver services as described in this Exhibit.
5. Project Assumptions.
- A. The person days must be used within the Services Period. Any person days not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused person days. In order for Oracle to provide additional or different services, or to perform the Services after the Services Period, Oracle and You must mutually agree upon a separate ordering document and exhibit for such services.
  - B. The specific person days or activities identified in Section 1 above shall be provided and performed in Oracle's sole discretion.
  - C. For avoidance of doubt, there are no fees due for Services performed under this exhibit unless You and Oracle agree in an amendment that Oracle will continue to provide Services and shall be subject to Oracle's change control process as described in the Policies.
  - D. A "Month" is defined as a period of thirty (30) consecutive calendar days commencing on the Start Date or the day following the conclusion of the preceding Month. For example, Month one (1) is the period of thirty (30) consecutive calendar days from the Start Date. Month two (2) is the period of thirty (30) consecutive calendar days following the conclusion of Month one (1).
  - E. The Services will be delivered with a mix of onshore and offshore resources from Oracle.
  - F. Services will be performed Sunday through Saturday not to exceed forty (40) hours per resource, unless mutually agreed.
  - G. Oracle will at its sole discretion determine the number and manner in which resources are assigned to perform the Services.
  - H. Design and implementation decisions made during an earlier phase of the Services, will be the basis for subsequent tasks.
  - I. Any changes to the scope of services including, but not limited to, changes in, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of the Services will be subject to Oracle's Change Control Process as described in Policies of the Ordering Document.
  - J. In order to make a change to the scope of services, You shall submit a written request to Oracle specifying the proposed changes in detail ("Change Request") using Oracle's Change Control Process as described in Policies of the Ordering Document. After receipt of a Change Request, Oracle will submit to You anticipated changes in the delivery schedule that may result from the Change Request.
  - K. You and Oracle may mutually agree to alter the project workplan, including the schedule. However, any substantive changes to the project workplan that affect the effort shall be subject to Oracle's Change Control Process as described in Policies of the Ordering Document.

## (ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

CR069996  
C033316  
V0777625

- L. Standard functionality is defined in applicable standard Oracle software documentation.
- M. Software customizations or modifications are not included in the Services.
- N. Technical support for Oracle software and hardware is offered by Oracle Support Services under a separate contract that governs the terms and fees for such technical support. For the avoidance of doubt, technical support for Oracle, or any other third party, software and hardware is not included in the Services.
- O. The Oracle team does not require to go through Your specific mandatory or required trainings, background checks and drug testing.
- P. Except to the extent expressly stated in the scope section of this document, the use of the terms "integrate" and "integration" throughout this document is not intended to mean that Oracle will ensure (i) the physical or functional integration of Oracle products with external legacy systems, third party products and/or other software applications; (ii) the functioning of Oracle products as a coordinated whole with such external legacy systems, third party products and/or other software applications; or (iii) any non-standard integration between Oracle products. Rather, the terms are used to refer to the overall concept of data exchange between the Oracle products and other systems, products or applications identified in this document, and may include interfacing and/or other methods of integration or interoperation as described in the scope section of this document.
- Q. All Services will be performed remotely.
- R. OCI Design Assumptions:
  - 1. Tenancy already exists, and you will provide access to the tenancy to assist with the performance of services.
  - 2. Cloud Services and relevant cloud subscriptions are already in place.
  - 3. Oracle resources will use Oracle Cloud Network Access ("OCNA") or VPN provided by you as the standard for secure access to your OCI tenancy.
  - 4. OCI Center for Internet Security ("CIS") Landing Zone will be used as the secure baseline for tenancy design specification.
  - 5. CD3 tooling and automation will be used to assist with design and resource provisioning.
  - 6. Your tenancy may consist of up to two (2) regions.
  - 7. Setup and configuration of up to two (2) FastConnect ("FC") dedicated links between Your FC provider and on-premises to OCI and up to two (2) Site-2-Site VPN connections between Your data centers and OCI.
  - 8. FastConnect circuit provisioning:
    - a. You will design physical or virtual circuits with the assistance of an Oracle network specialist.
    - b. You will order the physical or virtual circuit with an Oracle FastConnect partner or third-party network vendor.
    - c. FastConnect port will be provisioned within Oracle console or automation tooling.
  - 9. OCI Cloud Guard with OCI default configuration for CSPM.
  - 10. OCI Data Safe with default configuration for up to two (2) Oracle Databases.
  - 11. OCI Database Management Service for up to two (2) Oracle Databases.
  - 12. OCI Stack Monitoring for one (1) PeopleSoft Production environment.
  - 13. In the absence of pre-existing OCI Notifications integration targets, equivalent OCI native capabilities will be enabled and configured for use.
  - 14. Anything not expressly listed in the Description of Services is not included in the scope of or estimated services fees. Items identified as out of scope include, without limitation, the following: the following is not an exhaustive list: third party product integrations, multi-cloud integrations, DR.
  - 15. Classless Inter-Domain Routing ("CIDR") does not overlap between on-premises and OCI.
- S. The following are not included in the scope of, or fees for, Services:
  - 1. Application installation and configuration changes.
  - 2. Application single sign-on configuration.
  - 3. Application, Virtual Machine, or Database migration activities.
  - 4. Performance tuning activities.
  - 5. Data conversion, data cleansing and data security.
  - 6. Rollback activities post migration.
  - 7. OS authentication using any Identity provider ("IdP").
  - 8. Hardening of the Operating System ("OS") and Platform in OCI per Your security standards.
  - 9. DevOps platform setup and configuration.
  - 10. Continuous integration/Continuous delivery ("CI/CD") process for ongoing application or environment management.
  - 11. Configuring Real User Experience Insights ("REUI").

## (ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

CR069996  
C033316  
V0777625

12. Configuring Custom dashboards and Metric groups for APM.
13. Any custom configuration for APM trace explorer.
14. Configuring Database operations insights.
15. Post migration, application and database testing activities.
16. Maintain backups of any environment(s) or application(s) that are involved in the project.
17. Patching applications and OS components.
18. Setup & configuration of support (operations) tools.
19. Hypercare or operational support activities in OCI.
20. Documentation except as described in this Exhibit.
21. End user training.
22. Organizational change management.
23. Design & architecture, installation, or configuration for any third party products.
24. Anything not expressly identified in Section 1 above.



# (ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

CR069996  
C033316  
V0777625



## TIME AND MATERIALS EXHIBIT

Your Name: Milwaukee Board of School Directors dba Milwaukee Public Schools  
Ordering Document Number: US-16421722  
Exhibit Number: 2

### 1. Description of Services.

Oracle will provide You with up three hundred and sixty-seven (367) person days of assistance (“Services”) related to the migration of Your Oracle Application(s) and associated Oracle Databases listed in Attachment A from Your existing source hardware platform(s) (the “Source”) to Oracle Cloud Infrastructure (“OCI”) (collectively the “Target”) (“Project”) as follows:

#### A. Project Management Services:

1. Create the Oracle Project Management Plan document (“PMP”) for Oracle Services, which provides an overview of the project management methodology and governance process. The PMP will be prepared with the participation of Your project manager and may include the following:
  - a. Scope management.
  - b. Work management.
  - c. Risk management.
  - d. Issue management.
  - e. Problem (defect) management.
  - f. Staff management.
  - g. Communications management.
  - h. Configuration management.
  - i. Quality management.
2. Create the Oracle Work Plan (“OWP”) describing the following:
  - a. The Oracle Project tasks and estimated durations.
  - b. The Oracle Project schedule.
  - c. The Oracle Project task dependencies.
3. Work with Your project manager to create Your baseline Project work plan that consists of Your Project tasks, schedule, and dependencies, and is consistent with the OWP.
4. Conduct regular project management meetings with Your designated project manager(s) as mutually agreed.
5. Review issues identified by Oracle resource(s) during the performance of Services, with Your project manager.
6. Conduct a regular review of the OWP and Your Project work plan with Your project manager(s) as mutually agreed.

#### B. Architecture and Migration Planning Services:

1. Validate the inventory and current architecture of the Oracle Application(s) in **Attachment A**.
2. Review the migration approach.
3. Update Your OCI Cloud Deployment Design Document (“Updated CD3”); including configurations for Virtual Machines (“VMs”), Oracle Databases, storage, networking and security.
4. Create a migration plan document based on the tasks performed in Sections 1.B.1-3 above (“Migration Plan”).
5. Conduct one (1) workshop for up to four (4) hours to review and finalize the Migration Plan.

#### C. Oracle Cloud Provisioning Services:

Oracle will provision OCI components as defined in Your Updated CD3. This includes the following tasks:

1. Provision and configure VM images.
2. Provision and configure Oracle Databases.
3. Provision and configure storage services.
4. Configure the network environment.

#### D. Oracle Applications Migration Services:

Oracle will migrate, each Oracle Application listed in **Attachment A** (“Application”) to Target as follows:

1. Create an application migration runbook that includes: installation and cloning procedures, configurations, application and database patching, and migration tasks (“Application Migration Runbook”).



## (ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

CR069996  
C033316  
V0777625

2. Create an Application production migration plan document (“Application Production Migration Plan”) that includes required production migration tasks.
3. Review Your Application test cases, plans, and procedures and provide feedback.
4. Using the Application Migration Runbook, create one (1) non-production environment (“Target Development (“DEV”)) using Your Source production environment instance which may include the following tasks:
  - a. Prepare environment as defined in the Application Architecture.
  - b. Migrate Application from Source to Target.
  - c. Perform Technical Unit Testing, defined below, for the migrated non-production instance.
  - d. Review, remediate and retest technical migration issues identified during Technical Unit Testing.
  - e. Provide assistance as You reconfigure Your integrations and conduct Your application testing over five (5) consecutive business days. Such assistance includes remediation of migration related testing exceptions identified by You.
  - f. Update the Application Migration Runbook based on the outcome of Services in this section 1.D.4.
5. Using the Application Migration Runbook, create one (1) non-production environment (“Target User Acceptance Testing (“UAT”)) using Your Source production environment instance which may include the following tasks:
  - a. Prepare environment as defined in the Application Architecture.
  - b. Migrate Application from Source to Target.
  - c. Perform Technical Unit Testing, defined below, for the migrated non-production instance.
  - d. Review, remediate and retest technical migration issues identified during Technical Unit Testing.
  - e. Provide assistance as You reconfigure Your integrations and conduct Your application testing over five (5) consecutive business days. Such assistance includes remediation of migration related testing exceptions identified by You.
  - f. Update the Application Migration Runbook based on the outcome of Services in this section 1.D.5.
6. Using the Application Migration Runbook, perform one (1) mock Application production migration, to Your Production environment (“Target Production (“Prod”)), using Your Source production environment instance which may include the following tasks:
  - a. Prepare Target production environment as defined in the Application Architecture.
  - b. Migrate Application from Source to Target.
  - c. Perform Technical Unit Testing of each migrated instance.
  - d. Review, remediate, and retest technical migration issues identified during Technical Unit Testing.
  - e. Provide assistance as You reconfigure Your integrations and conduct Your Application Acceptance Testing (“AAT”) over ten (10) consecutive business days. Such assistance includes remediation of migration related testing exceptions identified by You.
  - f. Update the Application Migration Runbook based on the outcome of Services in this section 1.D.6.
7. For those Applications that have a Disaster Recovery environment required in **Attachment A** create an Application Disaster Recovery (“DR”) environment instance (“Target DR”) instance which may include the following tasks:
  - a. Review documented test cases provided by You to validate switchover testing.
  - b. Document a procedure describing steps to validate that the primary and standby environments in OCI are in sync.
  - c. Prepare and instantiate Target DR from Target Prod in OCI.
  - d. Configure and validate Oracle Data Guard (“ODG”) for database replication between Target Prod and Target DR.
  - e. Configure and validate application tier unidirectional replication from Target Prod to Target DR.
  - f. Validate DR environment by performing one (1) switchover test from your Target Prod to Target DR.
  - g. Review, remediate, and retest technical migration issues identified during Technical Unit Testing.
  - h. Provide assistance as You reconfigure and test Your integrations within the Target DR environment and conduct your DR application testing over five (5) consecutive business days Such assistance includes remediation of migration related testing exceptions identified by You.
  - i. Update Application Migration Runbook based on the outcome of Services in this Section 1.D.7.
8. Using the Application Migration Runbook, perform one (1) migration of the Application production instance to Your Target Prod which may include the following tasks:
  - a. Review Application Production Migration Plan and validate cutover migration tasks.
  - b. Perform migration of Your Application production instance database and application tier configurations; (“Migrated Application Production Instance”).

**(ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS**

CR069996  
 C033316  
 V0777625

- c. Perform Technical Unit Testing of the Migrated Application Production Instance and release the Migrated Application Production Instance to Your users.
- d. Perform a one-time backup of Your Application production database instance to OCI object store.
- e. Perform a one-time backup of Your Application production VMs using OCI VM snapshots.

9. Create remaining non-production environments, as defined in Appendix A, by cloning from Migrated Application Production Instance.

**E. Third Party Applications Migration Services:**

Oracle will assist You with the re-implementation of the third-Party Application Virtual Machines in **Attachment B** onto OCI as follows:

- 1. Validate the inventory, current architecture, and software components of the third-Party Application VMs in **Attachment B**.
- 2. Define a VM migration plan that aligns to the Oracle Application migrations.
- 3. Update Your OCI Cloud Deployment Design Document (“Updated CD3-2”), including configurations for VMs, storage, networking and security.
- 4. Provision OCI components in accordance to Your Updated CD3-2.
- 5. Copy, when possible, Your software components from the source third Party Application VMs to the target VMs.
- 6. Assist You while You re-install software components onto the target VMs.
- 7. Provide troubleshooting and diagnostics while You perform your testing.

**2. Rates, Estimated Fees and Expenses, and Taxes.**

A. The Services are performed on a time and materials (“T&M”) basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.

**B. Rates.**

For a period of one (1) year from the ordering document effective date, the Services will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle’s consulting rates in effect when the Services are performed.

<b>Standard Rates</b>	
<b>Price Level</b>	<b>Daily Rate</b>
Executive	\$378.50
Director	\$302.80
Managing Consultant	\$246.03
Advanced Consultant	\$198.71
Consultant	\$123.01
<b>Services Center Rates</b>	
<b>Price Level</b>	<b>Daily Rate</b>
Director	\$75.70
Managing Consultant	\$61.51
Advanced Consultant	\$49.68
Consultant	\$30.75

**C. Estimated Fees and Expenses.**

All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle’s resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

**3. Project Management.**

You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.

## (ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

CR069996  
C033316  
V0777625

### 4. Your Cooperation.

- A. Maintain the properly configured hardware/operating system platform to support the Services.
- B. Obtain licenses and maintain annual technical support that may include Market Driven Support for the Oracle software and hardware under separate contract throughout the term of the Services.
- C. Obtain Cloud Services under separate contract prior to the commencement of Services under this exhibit and maintain such Cloud Services for the duration of the Services provided under this exhibit.
- D. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- E. 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 workstations, etc.).
- F. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- G. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform Services.
- H. If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.
- I. Maintain Your support infrastructure including but not limited to, the infrastructure required to report issues and defects, and to patch, fix, test, migrate and promote the resolution of such issues and defects to facilitate the performance of services under this exhibit.
- J. Perform all installation, configuration, maintenance, management and support of all third-party products. This includes making changes as needed to all third-party products that integrate with any application listed in **Attachment A** or **Attachment B**.
- K. Perform all application, integration, performance, and acceptance testing of the Application instances on the Target which should include, but is not limited to:
  1. Create all test/use cases for Your testing.
  2. Outline all necessary testing strategies, and establish the test conditions, sample test data, and the expected test results.
  3. Reconfigure all integrations.
  4. Execute test scripts/scenarios according to Your documented test plan(s).
  5. Review of test results and provide timely feedback.
- L. Provide the outage window as determined by Oracle for production migration to the Target.

### 5. Project Assumptions.

- A. The migration does not include upgrades to the application, software, or databases.
- B. A person day is defined as one (1) person working for up to eight (8) hours, which need not be continuous.
- C. The scope in this exhibit is intended to be performed and concluded within five (5) months.
- D. All Services will be performed remotely.
- E. Except to the extent expressly stated in the scope section of this document, the use of the terms "integrate" and "integration" throughout this document is not intended to mean that Oracle will ensure (i) the physical or functional integration of Oracle products with external legacy systems, third party products and/or other software applications; (ii) the functioning of Oracle products as a coordinated whole with such external legacy systems, third party products and/or other software applications; or (iii) any non-standard integration between Oracle products. Rather, the terms are used to refer to the overall concept of data exchange between the Oracle products and other systems, products or applications identified in this document, and may include interfacing and/or other methods of integration or interoperation as described in the scope section of this document.
- F. The following are not included in the scope of, or fees for, Services:
  1. Configuration, installation, or deployment of third-party software or hardware including any virtualization technology.
  2. Data conversion.
  3. Ongoing Backup and Recovery.
  4. Business continuity strategy and planning.
  5. End user training.
  6. Performance tuning.

**(ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS**

CR069996  
C033316  
V0777625

- 7. Performance testing.
- 8. Organizational change management ("CM").
- 9. Business Process Re-Engineering ("BPR").
- 10. Hardware installation, configuration and/or testing.
- 11. Network installation and/or configuration, performance/tuning issues related to network architecture.
- 12. Application upgrade Services.
- 13. Reconfiguration of integrations.
- 14. Use of Oracle Golden Gate.
- 15. Anything not expressly identified in section 1 above.

**Attachment A**

**Oracle Applications**

<b>Application</b>	<b>Version</b>	<b>Source O/S</b>	<b>Oracle Database Version</b>	<b>Source O/S</b>	<b>DB Size</b>	<b>Prod</b>	<b>DR</b>	<b>Remaining non-prod environments</b>
PeopleSoft Human Capital Management	9.2 with PeopleTools 8.61 and PUM 49	Solaris	19c	Oracle Linux	<2 TB	Yes	Yes	1

**(ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS**

CR069996  
C033316  
V0777625

**Attachment B**

**Third Party Application Virtual Machines**

<b>Application</b>	<b>Lifecycle Environment</b>	<b>Target Operating System</b>
MPS SFTP	Non-Production	Oracle Linux
MPS SFTP	Production	Oracle Linux
PS Unix File Server	Non-Production	Oracle Linux
PS Unix File Server	Production	Oracle Linux