

Master Services Agreement

This Master Services Agreement (“**Agreement**”) is made by and between Rimini Street, Inc. (“**Rimini Street**” or “**Contractor**”), a Delaware corporation having a principal place of business at 3993 Howard Hughes Parkway, Suite 500, Las Vegas, Nevada 89169, and County of Fresno, a political subdivision of the state of California (“**Client**”), having a principal place of business at 333 West Pontiac Way, Clovis, California 93612. Rimini Street and Client shall each individually be referred to as a “**Party**” and jointly referred to as the “**Parties**.” This Agreement is effective as of the date of the last signature of the Parties below (“**Effective Date**”).

The Parties agree as follows:

1. Services

Rimini Street shall provide Client with the services described in each Statement of Work (“**SOW**”) issued under this Agreement (the “**Services**”). This Agreement shall govern all Services during the term of this Agreement.

2. Term

The term of this Agreement shall be from the Effective Date until December 31, 2023, unless amended by both parties pursuant to section 12 herein below, unless terminated pursuant to Section 3, herein.

3. Termination

A Party may terminate any SOW issued pursuant to this Agreement for (a) cause if the other Party has breached any material term or condition of that SOW or this Agreement and such breach is not cured within thirty (30) days after written notice of breach to the breaching Party, or (b) for non-allocation of funds. Should sufficient funds not be allocated, the services provided may be modified by a mutually agreed upon amendment to the applicable SOW, or this Agreement and the applicable SOW may be terminated at any time by giving Rimini Street thirty (30) days advance written notice. If Client exercises a valid termination for cause pursuant to subsection (a) above, Client shall be entitled to a pro-rated refund for any prepaid Services not received after the effective date of the termination, calculated using a daily proration and measured from the effective date of the termination through the end of the prepaid period.

4. Confidentiality

A. Confidential Information. During the course of the Parties’ relationship, a Party may have access to the other Party’s Confidential Information. The term “**Confidential Information**” shall mean any information, technical data, or know-how, including, without limitation, information which relates to products, services, customers, personnel, markets, research, intellectual property, inventions, processes, designs, marketing, future business strategies, trade secrets, finances, and other nonpublic information of the disclosing Party.

B. Non-Confidential Information. Confidential Information does not include information that the receiving Party can establish by legally sufficient evidence: (i) was in the possession of, or rightfully known by, the receiving Party without a confidentiality obligation prior to its disclosure by the disclosing Party; (ii) is, or becomes, generally known to the public without breach of this Agreement; (iii) is obtained by the receiving Party in good faith from a third party without any communicated confidentiality obligation; (iv) is independently developed by the receiving Party without use of the disclosing Party’s Confidential Information; or (v) is authorized in writing by the disclosing Party to be released from the confidentiality obligations of this Agreement.

C. Non-Disclosure. The receiving Party shall use the disclosing Party’s Confidential Information only for purposes of this Agreement and applicable SOWs under this Agreement, and shall not disclose it to any person or entity other than its or its affiliates’ employees, directors, contractors, consultants, service providers, counsel or agents who have a reasonable need to know such information and who are bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement (such recipients being “**Authorized Recipients**”). The receiving Party is responsible for the compliance of its Authorized Recipients with the confidentiality and non-disclosure obligations of this Agreement. The receiving Party will use the same standard of care to protect the disclosing Party’s Confidential Information as it uses to protect its own similar confidential and proprietary information, but no less than reasonable care. Notwithstanding the non-disclosure

requirements of this section, Client authorizes Rimini Street to refer to Client as a customer and use Client's name and logo in such references. Rimini Street acknowledges that Client is a governmental entity that must comply with the laws governing the disclosures of public records, including the California Public Records Act (Government Code section 6250 et. seq.) and the Brown Act (Government Code 54950 et. seq). Notwithstanding this Section 4, Rimini Street authorizes Client to release any "Confidential Information" necessary to comply with laws regarding disclosures of public records. Each Party agrees that damages may not be adequate to protect the other Party in the event of an actual or threatened breach of the confidentiality and nondisclosure obligations of this Agreement, and that either Party may take equitable action, including seeking injunctive relief, to enforce such obligations. The confidentiality and non-disclosure obligations under this Agreement shall survive expiration or termination of the last effective SOW issued under this Agreement by two (2) years.

D. Legal Disclosure. If it becomes necessary for the receiving Party to disclose any Confidential Information to enforce this Agreement or comply with a judicial or administrative proceeding (or equivalent process) or public records request, the receiving Party shall, to the extent legally permitted, provide the disclosing Party with prompt written notice so the disclosing Party may, at the disclosing Party's expense, seek a protective order or other appropriate remedy to protect such information. If such protective order or other remedy is not obtained before the applicable statutorily required deadlines to produce the requested records, which information shall be provided by the receiving Party to the disclosing Party, the receiving Party will not be in breach of this Agreement by furnishing such Confidential Information as required.

5. Effective Performance of Services

Rimini Street shall perform the Services in a timely manner in accordance with each applicable SOW using qualified personnel. Client shall provide a primary point of contact for each SOW who shall be Client's authorized representative to work with Rimini Street regarding the Services. Client shall provide qualified personnel capable of: (i) making necessary and timely decisions on behalf of Client; (ii) implementing Rimini Street's advice and recommendations; (iii) facilitating the testing of any deliverables provided by Rimini Street or the original software vendor; and (iv) and customizing, installing, and configuring deliverables provided by Rimini Street or the original software vendor. Client shall provide all information reasonably required for Rimini Street to perform the Services, and shall ensure that such information is accurate in all material respects. Upon execution of this Agreement, Client shall timely provide Rimini Street with remote access for performance of the Services, without requiring Rimini Street to comply with additional contractual or policy requirements not already contained in this Agreement or the applicable SOW. Client agrees that Rimini Street's ability to perform the Services is materially dependent on Client's timely performance of its own obligations as described herein. Except as otherwise specified in an SOW, the Parties agree that all Services will be rendered in the English language only. Client shall provide access to Client's location(s) as reasonably requested by Rimini Street for effective performance of Services, as well as reasonable equipment, office support, and a suitable environment for Rimini Street representatives to conduct work and meet with Client personnel as necessary. If Client requests that any Services be performed at a location other than Rimini Street's own locations, Rimini Street will seek written pre-approval from Client before incurring any reasonable travel and living expenses, for which Client agrees to reimburse Rimini Street within forty-five (45) days after Rimini Street provides Client with reasonable and appropriate expense documentation.

6. Work Product

Any expression of Rimini Street's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, and other technical information, together with any programs, enhancements, source, and object code that are not derivative works of Client or Client's licensor(s), shall be deemed Rimini Street work product ("**Rimini Street Work Product**"). Rimini Street Work Product shall not include any intellectual property owned by Client or a third party unless Rimini Street or Client has procured proper permission for the inclusion of such third party intellectual property. Subject to the foregoing, as between Rimini Street and the Client, all intellectual property rights related to Rimini Street, Rimini Street Work Product, or the Services, in whole or in part, are and shall remain the exclusive property of Rimini Street.

Rimini Street hereby grants to Client a perpetual, worldwide, irrevocable (except for cause due to breach or license misuse), royalty-free, and nonexclusive license to use the Rimini Street Work Product that is incorporated into the Services, in accordance with the terms of this Agreement, for Client's internal business purposes. Client is not licensed to sell, sublicense, distribute, rent, lease, transfer, share, or assign the Rimini Street Work Product to any other person, entity, affiliate, beneficiary, or contractor, regardless of their relationship to Client, except as expressly permitted by this Agreement. To the extent Client acquires any rights in the Rimini Street Work Product by operation of law despite the terms of this Agreement, Client hereby assigns those rights to Rimini Street and agrees to cooperate in such further actions as Rimini Street may reasonably request to give effect to this section.

7. Use by Client's Agents and Affiliates

Client may permit its Authorized Recipients to access or use the Rimini Street Work Product for the sole purpose of supporting Client's own use as permitted under this Agreement, provided that Client shall be liable to Rimini Street for any access or use of the Rimini Street Work Product by Client's Authorized Recipients that violates this Agreement. In addition, the Rimini Street Work Product licensed to Client, and the Services provided to Client, under this Agreement may be used by, and for the benefit of, Client's Affiliates (as defined below) to the same extent Client is allowed to use and benefit from such Services, provided that: (i) each such Affiliate has the right to use the Covered Products set forth in Schedule A of each applicable SOW pursuant to Client's original vendor license agreement(s) for such Covered Products; (ii) such Affiliates' use of, or benefit from, the Rimini Street Work Product and Services shall be subject to all applicable terms, conditions and limitations of this Agreement and each applicable SOW; (iii) Client, as the signatory to this Agreement, shall be responsible for such Affiliates' compliance with the terms, conditions and limitations of this Agreement and Client acknowledges that the limitations of liability in this Agreement apply, in the aggregate, to all claims or damages sought by all Affiliates and Client; and (iv) such Affiliates' use of the Rimini Street Work Product and Services is restricted solely to use with Client's Covered Products as set forth in any Schedule A of each applicable SOW. "Affiliates" means any corporate entity that, directly or indirectly, controls or is controlled by, or is under common control with, Client.

8. Indemnity

Rimini Street shall indemnify, defend or, at its sole option, settle, and hold Client harmless against any third party claims that the Rimini Street Work Product or Services delivered to Client pursuant to this Agreement infringe any third party intellectual property rights, except to the extent: (i) the alleged infringement is based on information, software or other material (other than the Covered Products under the applicable SOW) not furnished by Rimini Street, or is the result of a modification made by anyone other than Rimini Street; (ii) such claim would have been avoided but for the combination or use of the Rimini Street Work Product, the Services, or any portion thereof, with other products, processes or materials (other than the Covered Products under the applicable SOW) where the alleged infringement relates to such combination; (iii) Client uses the Rimini Street Work Product or Services in a manner that is inconsistent with, or contrary to, this Agreement or any applicable license agreement between Client and a third party; or (iv) Client continues any allegedly infringing activity after being provided with modifications that would have avoided such alleged infringement. In the event of a claim, Client shall provide Rimini Street with prompt written notice, as well as information, reasonable assistance, and the sole authority to defend or settle such claim. In addition to providing any indemnification owed to Client, Rimini Street may, in its reasonable judgment, and at its option and expense, obtain for Client the right to continue using the Rimini Street Work Product or Services, replace or modify the Rimini Street Work Product or Services to render such Rimini Street Work Product or Services non-infringing, or terminate the right to use the Rimini Street Work Product in question and make all reasonable efforts to provide Client with a non-infringing replacement with equivalent functionality at no additional cost to Client. Client shall have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Rimini Street will have the exclusive authority and control of the settlement or defense. Rimini Street shall not enter into any settlement that imposes any legal liability or financial obligation on Client without Client's prior written consent. THIS SECTION STATES THE ENTIRE LIABILITY AND EXCLUSIVE OBLIGATIONS OF RIMINI STREET WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH THE RIMINI STREET WORK PRODUCT OR THE SERVICES.

9. Limited Warranty

Each Party warrants that it has full legal authority to enter into this Agreement and perform its obligations hereunder, and that no third party rights or permissions are required in order for it to do so. Client warrants that the entity entering into any SOW with Rimini Street under this Agreement is the valid license holder for the licensed software to which Rimini Street's Services relate. Rimini Street warrants that the Services will be performed consistent with generally accepted industry standards. Client must provide written notice to Rimini Street within thirty (30) days of the completion of the Services alleged to have been performed inconsistent with this warranty. Client's sole remedy and Rimini Street's sole obligation in the event of a breach of this warranty is, at Rimini Street's option, to re-perform the Services or refund the amounts paid by Client for the Services that were not as warranted. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR USE, AND NON-INFRINGEMENT.

10. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING OR ALLEGED, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF THE INDEMNITY PROVISIONS PROVIDED IN SECTION 8 HEREIN, EACH PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR THE PROVISION OR NONPROVISION OF SERVICES PURSUANT TO ANY SOW (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY RIMINI STREET FROM CLIENT PURSUANT TO THE APPLICABLE SOW FOR THE SUPPORT PERIOD YEAR IN WHICH THE ALLEGED LIABILITY AROSE. THE PARTIES EXPRESSLY AGREE TO THIS ALLOCATION OF LIABILITY.

11. Payment for Services

Client shall make payments to Rimini Street in accordance with the payment schedule set forth in the applicable SOW, together with any applicable sales, use, value-added tax (VAT), or any other taxes applicable to the Services, however designated, other than those based on Rimini Street's net income ("**Payments**"). Fees listed in any SOW are exclusive of any value-added tax (VAT) or other applicable taxes or duties. All past-due amounts not subject to a good faith dispute shall bear interest at one and one-half percent (1.5%) per month. Except as otherwise expressly provided, Payments made by Client are non-refundable, and shall be made without set-off or counter-claim. If any invoiced Payments are more than fifteen (15) days past due (beyond the due date already provided under the payment schedule of the applicable SOW), Rimini Street, in its sole discretion and not in lieu of any other remedy, may cease providing Services until such time as Rimini Street has received payment from Client for all invoiced and past-due Payments. If Rimini Street determines that any applicable tax or duty should be included in the invoice and Client requests that such tax or duty not be included, Client shall provide a tax exemption letter or its functional equivalent in a form reasonably acceptable to Rimini Street prior to invoicing or, if such letter is not provided prior to invoicing, pay such tax or duty and seek a refund from the relevant taxing authority on Client's own behalf at a later date.

12. Amendments

All amendments to this Agreement or any SOW must be in writing and executed by authorized representatives of each Party. No purchase order or other ordering document that purports to modify or supplement the terms of this Agreement or any SOW shall be of any legal effect, and all such proposed modifications or supplements are objected to and deemed material. In the event of a conflict in terms between any contract document and one or more of its amendments, the order of precedence shall be from the most recently properly executed amendment backward to the original contract document.

13. Notice

The persons and their addresses having authority to give and receive notices under this Agreement include the following.

For Rimini Street:

Rimini Street, Inc.
Attn: Legal Department
3993 Howard Hughes Parkway
Suite 500
Las Vegas, Nevada 89169

For Client:

County of Fresno, California
Attn: Director of Internal Services/CIO
333 West Pontiac Way
Clovis, California 93612

All notices between the Client and Rimini Street provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, or by an overnight commercial courier service. A

notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three Client business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one Client business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

14. Force Majeure

Each Party's failure to perform in a timely manner shall be excused to the extent caused by conditions beyond the reasonable control of the affected Party and which could not have been avoided by reasonable diligence. Such conditions may include but are not limited to natural disaster, fire, accidents, actions or decrees of governmental bodies, Internet or other communication line failure not the fault of the affected Party, strikes, acts of God, wars (declared and undeclared), acts of terrorism, riots, embargoes, and civil insurrection, but shall not include a lack of funds or insufficiency of resources caused by lack of funds. The Party affected shall immediately give notice to the other Party of such delay and shall resume timely performance as soon as such condition is terminated. If the period of force majeure exceeds thirty (30) days from the receipt of notice, the non-affected Party may terminate this Agreement without being in breach of this Agreement, and Client shall be entitled to a pro-rated refund for any prepaid Services not received after the effective date of the termination, calculated using a daily proration and measured from the effective date of the termination through the end of the prepaid period.

15. Independent Contractor Status

Rimini Street performs its obligations pursuant to this Agreement as an independent contractor, not as an employee of Client. Nothing in this Agreement is intended to create or be construed as the existence of a partnership, joint venture, or general agency relationship between the Parties.

16. Legal Interpretation

No provision of this Agreement shall be construed against either Party by virtue of the fact of having drafted such provision. Each Party represents that it had a sufficient opportunity to consult with legal counsel and to fully consider and negotiate the provisions of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, its invalidity shall not affect the remainder of the Agreement, and to the maximum extent possible, such provision shall be interpreted to give effect to the original intent of the Parties while meeting the minimum requirements for validity, legality, and enforceability. The failure by a Party to exercise any right hereunder shall not operate as a waiver of such Party's right to exercise such right or any other right in the future. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

17. General

This Agreement shall be governed by the laws of the State of California, United States of America, without regard to the choice of law principles of any jurisdiction. Exclusive jurisdiction and venue shall be in Fresno County, California, United States of America, and each Party waives any objection to the adjudication of disputes in that forum. This Agreement constitutes the entire agreement between the Parties, and replaces and supersedes any prior verbal or written understandings, proposals, quotations, communications, or representations between the Parties relating to the subject matter of this Agreement. Except as otherwise expressly provided, nothing in this Agreement creates any rights, obligations, or benefits directly or indirectly to any non-Party. Neither Party shall assign or transfer this Agreement, nor its interest, rights or responsibilities under this Agreement, except with written consent of the other Party. This Agreement and any SOWs under this Agreement may be signed in counterparts, which together shall be deemed one instrument, and may be signed and delivered electronically.

18. Total Contract Amount

In no event shall compensation paid by Client for all Services performed under this Agreement exceed \$3,152,741 during the potential term of this Agreement.

19. Disclosure of Self-Dealing Transactions

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this Agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of CONTRACTORS Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form Exhibit "A", attached hereto and by this reference incorporated herein, and submitting it to the County of Fresno prior to commencing with the self-dealing transaction or immediately thereafter.

20. Audits and Inspections

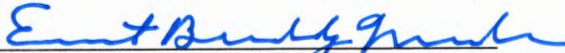
CONTRACTOR shall, at mutually convenient times during business hours, no more frequently than once per year, make available to CLIENT for examination all of its records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by CLIENT, permit CLIENT to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

21. Signatures

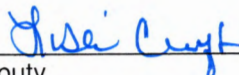
The undersigned represent and warrant that they are authorized to sign on behalf of, and bind, their respective Party.

For Client:


Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

8/14/2020
Date

For Rimini Street, Inc.:


Authorized Signature

Seth Ravin
Printed Name

CEO
Title

7/17/2020
Date

FOR ACCOUNTING USE ONLY:

ORG:	8933
Account:	7309
Fund:	1030
Subclass:	10000

Exhibit A

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Mail the completed form to: County of Fresno
RE: Rimini Street
Internal Services Department
333 W. Pontiac Way
Clovis, CA 93611

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

Statement of Work No. 1

PeopleSoft Support Services

This Statement of Work No. 1 – PeopleSoft Support Services (“**PS SOW**”) is issued pursuant to that certain Master Services Agreement dated on or about August 4, 2020 (the “**Agreement**”) between County of Fresno, a political subdivision of the state of California (“**Client**”) and Rimini Street, Inc., a Delaware corporation (“**Rimini Street**”). This PS SOW is effective as of the date of the last signature of the Parties below (“**PS SOW Effective Date**”). Unless otherwise indicated herein, capitalized terms used in this PS SOW without definition shall have the respective meanings specified in the Agreement and all section, schedule and attachment references in this PS SOW shall be to applicable sections, schedules and attachments of the Agreement. To the extent that the terms and conditions set forth in this PS SOW and Schedules attached hereto conflict with the terms and conditions of the Agreement, the terms and conditions of this PS SOW and Schedule A will prevail.

1. Services

Rimini Street shall provide Client with certain support services and certain deliverables as follows for the Covered Products listed in Schedule A attached hereto and subject to the capitalized definitions and additional terms found in Section 7 below (hereafter collectively referred to as “**Services**”):

A. Product Support. Rimini Street will provide Client with diagnostic services, advice, and recommendations relating to the proper operation of Client’s PeopleSoft System.

B. Product Fixes. Rimini Street will provide fixes for Issues Client encounters in the Covered Products listed in Schedule A, used in the PeopleSoft Production Release (as well as the Target PeopleSoft Production Release for any PeopleSoft upgrade project Client undertakes). Rimini Street will provide fixes to the original code as delivered by Oracle Corporation (as successor in interest to PeopleSoft USA, Inc.) as well as to Client-Made Customized Code for on-line, batch, and report code.

C. Tax, Legal and Regulatory Updates. Rimini Street will provide tax, legal and regulatory updates during the Support Period for the Covered Products and jurisdictions detailed in Schedule A.

D. Installation Support. Rimini Street will provide support for reinstallations of the PeopleSoft System if required as a result of an Issue with Client’s development, test, or production environments. Installation support shall include advice and recommendations for the execution of installation scripts, configuring the PeopleSoft Technology Foundation, and advice and recommendations for the installation and configuration of supported versions of third-party products from MicroFocus and Crystal Reports. Installation support shall also include advice and recommendations related specifically to Client’s choice of a Rimini Street Supported RDBMS platform and Client’s choice of a Rimini Street Supported Operating System platform for the PeopleSoft Technology Foundation servers and RDBMS servers.

E. Interoperability Support. Rimini Street will provide advice, recommendations, and testing assistance with Issues determined to likely involve interoperability issues between the PeopleSoft Technology Foundation, PeopleSoft Applications, Rimini Street Supported RDBMS platform, Rimini Street Supported Operating System, implemented Crystal Reports software, and implemented MicroFocus software.

F. Performance Tuning Support. Rimini Street will provide performance tuning diagnostics, advice, and recommendations for the PeopleSoft Technology Foundation and PeopleSoft Applications using proprietary and commercially available tools. Rimini Street will use commercially reasonable efforts to provide advice and recommendations for performance tuning Client’s Rimini Street Supported RDBMS, Rimini Street Supported Operating System, and other third-party products used in the PeopleSoft System.

G. Upgrade Process Support. Rimini Street will provide upgrade process support from Client's current PeopleSoft Production Release to any Target PeopleSoft Production Release listed on Schedule A. Rimini Street will make upgrade support available to any such Target PeopleSoft Production Release for at least fifteen (15) years after the PS SOW Effective Date, provided this PS SOW remains in effect without interruption during said fifteen (15) year period.

H. Archiving Assistance. Rimini Street shall assist Client in identifying a specific scope of software updates and other support-related materials for the Covered Products that Client may elect to obtain from Oracle prior to the expiration date of the corresponding Oracle support services for the Covered Products (that expiration date being referred to as the "**Maintenance End Date**"). All Covered Product files or materials that Client downloads or otherwise obtains from Oracle prior to the Maintenance End Date shall be referred to collectively as the "**Client Archive**." Client shall deposit the Client Archive on a file storage location owned, leased, or otherwise controlled by Client (the file storage location with the Client Archive shall be referred to as the "**Client Archive Repository**"). If Client requests that Rimini Street access the Client Archive in rendering Services under this PS SOW, the Client Archive Repository and remote access connectivity thereto must meet the technical guidelines provided by Rimini Street to Client.

2. Support Period

Rimini Street will provide Client with Services beginning at one minute past midnight (12:01 a.m.) United States Pacific Time on the PS SOW Effective Date and ending at one minute before midnight (11:59 p.m.) United States Pacific Time on December 31, 2023 ("**Support Period**"). This PS SOW may be renewed by a mutual written amendment extending the Support Period.

3. Termination by Client

Client may not terminate this PS SOW at any time during the Support Period except for cause pursuant to the Agreement, or due to a non-funding event, as described in the Agreement.

4. Service Level Agreement

During the Support Period, Client will be entitled to receive support twenty-four (24) hours a day, seven (7) days a week (including major holidays) for Critical Issue (P1) cases. Response time commitment for a first live conversation with a Rimini Street engineer after Client contacts Rimini Street with a request for support on a Critical Issue case is less than fifteen (15) minutes. Client will be entitled to receive support for all other Issues during Rimini Street Business Hours, as specified in Schedule A. Response time commitments and communication update intervals for each Issue are detailed in Table 1 below. Business Impact Guidelines for each Client Priority Level are detailed in Table 2 below.

Further, Rimini Street will provide Client with at least one Named Primary Support Engineer. Client's Named Primary Support Engineer shall be the point of contact at Rimini Street for Client's personnel and agents reporting and working to resolve Issues with the Covered Products listed in Schedule A during the Support Period. When Client's Named Primary Support Engineer is unavailable due to on-call rotations or days off, a temporary on-call Named Primary Support Engineer shall be available to Client.

Table 1

Issue Severity	Client Priority Level	Rimini Street Initial Response Commitment	Client Communications Update Commitment*
Critical Issue	Priority 1	15 Elapsed Minutes	Every 2 Elapsed Hours
Serious Issue	Priority 2	30 Elapsed Minutes	Every 4 Business Hours
Standard Issue	Priority 3	1 Business Day	Every 5 Business Days
Q&A	Priority 4	1 Business Day	As appropriate

*If resolution of an Issue is dependent upon some interim measure, such as developing a software patch, etc., an alternative communication update commitment may be defined and agreed upon with Client.

Table 2

Client Priority Level	Business Impact Guidelines
Priority 1	Issue where a supported Covered Product is completely unavailable to users or is working at a severely degraded capacity/performance level for multiple users that makes Covered Product unusable; or Issue has a major impact to external client/customer; or Issue is impacting revenue or time sensitive regulatory compliance AND no acceptable workaround exists.
Priority 2	Issue where a supported Covered Product's functionality has become limited or is working at marginally degraded capacity or performance for multiple users AND no acceptable workaround exists; or Issue where a Covered Product component is unavailable or is working at a severely degraded capacity/performance AND an acceptable workaround exists.
Priority 3	Issue where a single user is unable to use a Covered Product or a component of a Covered Product that is necessary for the user to perform their primary work activities; or Issue that is not critical is encountered with the Covered Product that leads to a minimal loss of functionality, capacity or performance; or A feature is unavailable where another can be readily used (e.g., routing to a different printer).
Priority 4	General request for information or "how to" (Q&A); or Report of event not causing impact to work operation or production.

5. Fees and Payment Schedule

A. Annual Support Fees. In consideration for Services provided pursuant to this PS SOW, Client agrees to pay Rimini Street fees ("**Annual Support Fees**") for each year the PS SOW remains in effect during the Support Period in accordance with the terms set forth herein as follows: for the period from the PS SOW Effective Date through December 31, 2021 (Year 1 of the Support Period), the Annual Support Fee shall be \$1,207,207.00 USD. For the periods from January 1, 2022 through December 31, 2022 (Year 2 of the Support Period) and January 1, 2023 through December 31, 2023 (Year 3 of the Support Period), the Annual Support Fee shall be \$822,767.00 USD per Year. If renewed pursuant to Section 2, the Annual Support Fee for Years 4 through 15 of the Support Period shall increase each Year by 5% over the fee for Services paid by Client for the immediately preceding contiguous Year.

Notwithstanding the foregoing, in the event that Client adds additional licensed products to the Covered Products listed in Schedule A or increases the license usage of any Covered Product beyond the "Maximum License Metric" listed in Schedule A for one or more Covered Products (whether or not such increased usage required Client to pay Oracle Corporation additional license fees), Client agrees to an equitable adjustment of the Annual Support Fees to reflect 50% of the projected Covered Product support and maintenance fees that would have been paid by Client to Oracle for annual support services on the expanded license or expanded license usage of the Covered Products. Any such equitable adjustment of

the Annual Support Fees shall also be subject to the annual percentage increase described in the first paragraph of this Section 5.A.

B. Payment Schedule. Annual Support Fees are due and payable by Client to Rimini Street according to the following agreed payment schedule (“**Payment Schedule**”):

Payment Schedule	Amount (USD)
<p>Year 1 of the Support Period: Payment of the Annual Support Fee shall be due and invoiced on the PS SOW Effective Date, and shall be payable in equal installments as follows:</p> <ol style="list-style-type: none"> 1. <u>First Quarterly Payment</u>: An amount equal to 25% of the Annual Support Fee for Year 1 of the Support Period shall be payable on the PS SOW Effective Date. 2. <u>Second Quarterly Payment</u>: An amount equal to 25% of the Annual Support Fee for Year 1 of the Support Period shall be payable on or before October 1, 2020. 3. <u>Third Quarterly Payment</u>: An amount equal to 25% of the Annual Support Fee for Year 1 of the Support Period shall be payable on or before January 1, 2021. 4. <u>Fourth Quarterly Payment</u>: An amount equal to 25% of the Annual Support Fee for Year 1 of the Support Period shall be payable on or before April 1, 2021. 	<p>\$301,801.75</p> <p>\$301,801.75</p> <p>\$301,801.75</p> <p>\$301,801.75</p>
<p>Subsequent Support Period Years: Payment shall be due on the start date of the next subsequent Support Period Year, shall be invoiced approximately sixty (60) days prior to such start date, and shall be payable in equal installments as follows:</p> <ol style="list-style-type: none"> 1. <u>First Quarterly Payment</u>: An amount equal to 25% of the Annual Support Fee shall be payable on January 1 of the applicable Support Period Year. 2. <u>Second Quarterly Payment</u>: An amount equal to 25% of the Annual Support Fee shall be payable on April 1 of the applicable Support Period Year. 3. <u>Third Quarterly Payment</u>: An amount equal to 25% of the Annual Support Fee shall be payable on July 1 of the applicable Support Period Year. 4. <u>Fourth Quarterly Payment</u>: An amount equal to 25% of the Annual Support Fee shall be payable on October 1 of the applicable Support Period Year. 	<p>\$ As calculated per Section 5.A above</p>

A purchase order, if required by Client, shall be provided to Rimini Street immediately upon execution of this PS SOW and annually thereafter at least sixty (60) days prior to the start date of each subsequent Support Period Year, provided that Client’s failure to timely send a purchase order shall not prevent Rimini Street from invoicing Client or excuse any delay in payment by Client.

Client certifies that the Annual Support Fee for Year 1 of the Support Period (prior to any Rimini Street discounting for multi-year pre-payment) is no less than 50% of the total maintenance fees being charged by, and reflected in the most recent invoice(s) received from, the original software vendor (excluding all applicable taxes) for the Covered Products covering the period from March 9, 2020 to June 30, 2021 ("**Maintenance Invoices**"). Client further certifies that the Covered Products listed in Schedule A of this PS SOW, including but not limited to the license metrics and user counts of such products, are identical to those products covered by the Maintenance Invoices. For purposes of clarity, Client agrees that the Schedule A Covered Products do not, and shall not, have any additions to or omissions from the products covered in the Maintenance Invoices.

6. Additional Client Obligations

A. Final Testing of Fixes and Updates. Client is responsible for all final system testing to assure that Rimini Street provided fixes and updates perform as documented with the PeopleSoft System before moving said fixes and updates into any production environment.

B. Access to Software. Client acknowledges that Rimini Street may need, and Client therefore authorizes Rimini Street, to: (i) access, install, work with, configure, test, and possibly modify the Covered Products listed in Schedule A, which are used in the PeopleSoft Production Release (as well as the Target PeopleSoft Production Release for any upgrade project that Client undertakes), in order to render Services pursuant to this PS SOW; and (ii) access the Client Archive (if any, and if Client requests that Rimini Street access the Client Archive in providing Services under this PS SOW). Accordingly, Client shall provide Rimini Street with remote access to one or more non-production development and test environment(s), on servers owned, leased, or otherwise controlled by Client, that include the Covered Products and Client Archive, together with all license codes and other software required for their proper operation (each a "**Non-Production Environment**"). Each Non-Production Environment and remote access connectivity thereto must meet the technical guidelines provided by Rimini Street to Client.

C. Work Product License Usage. Notwithstanding anything to the contrary in the Agreement, Client may provide Client's employees or a third party access to Rimini Street Work Product for the sole purpose of supporting the Covered Products listed in Schedule A in the event that Client chooses to terminate this PS SOW and undertake self-support or contract with a different service provider to provide support and maintenance services for the Covered Products listed in Schedule A. In such event, Client shall bind such employee or third party to obligations of non-disclosure and restricted use which are no less stringent than those contained within this PS SOW and the Agreement.

D. Internal Client Support. Client is responsible for providing Help Desk Support and System Administration Support.

7. Additional Services Terms

The following additional terms apply to the Services described in Section 1:

A. Definitions. The following definitions are used throughout this PS SOW:

- I. Client-Made Customized Code:** Changes or updates made by Client or Client's representatives to PeopleTools objects, COBOL objects, SQR, Crystal Reports, and Visual Basic (VB) subroutines called from PeopleTools that vary from the standard, unmodified, but fix-mastered code line delivered by Oracle in its fix-mastered Applications.
- II. Covered Products:** The individual product modules licensed to Client and set forth in Schedule A.
- III. Crystal Reports:** A software product that performs as a reporting tool, and is bundled and licensed by Oracle or SAP AG for use with PeopleSoft Systems. Crystal Reports is

alternatively known as Seagate 9, Business Objects 10, and Business Objects Enterprise XI.

- IV. PeopleSoft Application:** An Oracle product whose definition, design, and operating characteristics are defined as on-line and batch code that is managed in PeopleTools or as a callout subroutine from PeopleTools and that can be altered using PeopleTools, SQR, Crystal Reports, Visual Basic (VB), or COBOL.
- V. PeopleSoft Production Release:** The PeopleSoft product release level of the Covered Products that Client is currently using in its live, production environment, as specified in Schedule A as the current release.
- VI. PeopleSoft System:** Includes the Client's PeopleSoft Technology Foundation and PeopleSoft Applications listed on Schedule A operating on the PeopleSoft Production Release.
- VII. PeopleSoft Technology Foundation:** Includes the group of PeopleSoft and third party products known as PeopleTools, application servers, web servers, and middleware products such as BEA WebLogic, IBM WebSphere, and Oracle Fusion Middleware.
- VIII. RDBMS:** Relational Database Management System. Examples include DB2 or Informix, Sybase, Oracle, and SQL Server products by IBM, Sybase, Oracle, and Microsoft, respectively.
- IX. Rimini Street Supported Operating System:** An operating system and operating system release level supported by Oracle on or before Client terminates its Oracle Support Services Agreement, or subsequently agreed to be supported by Rimini Street for use with Client's PeopleSoft Production Release.
- X. Rimini Street Supported RDBMS Release:** An RDBMS and RDBMS release level supported by Oracle on or before Client terminates their Oracle Support Services Agreement, or subsequently agreed to be supported by Rimini Street for use with Client's PeopleSoft Production Release.
- XI. Issue:** An issue to be addressed pursuant to Table 1 in Section 4 that meets all of the following criteria: (i) found by Client in the PeopleSoft Technology Foundation, PeopleSoft Applications, or Crystal Reports implementation, or in any updates and fixes provided to Client by Rimini Street, or by Oracle and obtained from Oracle by Client up through Client's Maintenance End Date; (ii) Client becomes aware of the issue during the Support Period and reports the issue to Rimini Street during the Support Period; and (iii) meets one of the four Priority Level criteria set forth on Table 2 of Section 4.
- XII. Target PeopleSoft Production Release:** The PeopleSoft product release level(s) of the Covered Products that are: (a) generally available to Oracle customers prior to termination of Client's Oracle support services agreement for the Covered Products; (b) obtained by Client; and that (c) Client may desire to upgrade to as its next, live, production environment, as specified in Schedule A.
- XIII. Help Desk Support:** Means first line, simple corrective assistance by one or more individuals or a third party organization designated and/or contracted by Client to be the first point of contact for Client's entire user population for Covered Products. Help Desk Support provides an initial front-line response to all Client user-reported cases, and resolves certain low-level user reported issues. Common issues to be resolved by Help Desk Support include general system information requests, Covered Product user administration (e.g., user setup and security), Client-specific operational procedures,

hardware issues and infrastructure availability (e.g., LAN, web, Internet Service Provider, application, and database access), and similar activities.

XIV. System Administration Support: Means in-depth technical and system administration support that includes technical troubleshooting, analysis and resolution options for the Covered Products. System Administration Support services are more advanced than those generally provided by Help Desk Support and typically staffed with product trained personnel experienced with the Covered Products. Issues with Covered Products reported by Client end users to Help Desk Support that are not fully resolved by Help Desk Support may be escalated to System Administration Support. System Administration Support may include assisting Help Desk Support with resolution of issues, independent System Administration Support diagnosis and resolution of more advanced issues, and/or installation and configuration of software workarounds, updates or fixes made available and provided by Rimini Street. Issues not able to be resolved by System Administration Support may be escalated to Rimini Street.

XV. Business Hour: A single hour of time during the Rimini Street Business Hours specified in Schedule A, Monday through Friday.

XVI. Business Day: Nine (9) Business Hours.

XVII. Elapsed Minutes: Actual accrued time from a specific event (such as logging a case).

B. PeopleTools, Third Party Products, and Language Support. Rimini Street will provide support for PeopleSoft PeopleTools under this PS SOW. However, Client understands and acknowledges that Rimini Street is not able and will not provide any fixes or updates for the PeopleSoft PeopleTools product or any third party, non-PeopleSoft products used with, embedded, integrated, or bundled with the Covered Products, since Client does not have rights to access or modify source code for these products. For purposes of example only, such third party products include, but are not limited to, operating systems, database systems, application servers, web servers, online and batch processing tools, reporting tools and analytic tools (such as Actuate, Oracle Hyperion, Oracle OBIEE, SAP Business Objects and Crystal Reports). The scope of this PS SOW expressly excludes support for any language objects other than for those listed for Covered Products in any Schedule A.

C. Installation Support. Rimini Street will remotely support Client with respect to initial, first-time installations and configurations of PeopleSoft products that Client was not using in production on or before the Support Period. Installation Support does not include project planning, advice, or recommendations relating to the migration of RDBMS platforms or PeopleSoft Technology Foundation server and RDBMS server operating system platforms (e.g., Oracle to DB2 RDBMS or Windows 2000 to UNIX), nor installations of a new major release of PeopleSoft products performed as the first step in an upgrade project to a new production PeopleSoft major release (e.g., PeopleSoft 8.8 SP1 to PeopleSoft 9.1). Installation Support is subject to Client having a sufficient backup of the software installation, or a copy of the Covered Products with all necessary components, and making it available to Rimini Street for reinstallation.

D. Interoperability Support. Interoperability Support will be remotely available to Client for its PeopleSoft System so long as the combination of products and platforms is supported and designed for compatible use in the PeopleSoft System and such combination of products and platforms has been fully tested for proper interoperability prior to production rollout and go-live. Client is fully responsible for any interoperability issues related to third-party products that are incompatible with, or that were not properly tested for proper operation with, Client's PeopleSoft System. Rimini Street will provide upon request, at an additional fee per request and with Client providing copies of all source and target software releases, interoperability testing for operating system and RDBMS release updates that have not been tested by

Oracle for proper operation with the PeopleSoft System prior to the termination of Client's PeopleSoft Support Services Agreement.

E. Performance Tuning. Client is responsible for ensuring that adequate and reasonable functional, scalability, and regression testing have been completed in the development and test phases prior to production rollout and go-live. Performance tuning support includes recommendations and advice for configuration, deployment model, and parameter settings for the PeopleSoft Technology Foundation and PeopleSoft Applications.

F. Upgrade Support. Client is responsible for obtaining any Target PeopleSoft Production Release, as well as all related and available PeopleSoft upgrade deliverables that include upgrade script templates, patches, localizations, technical platforms, PeopleSoft Fix Bundles, PeopleSoft Hot Fixes, release notes, release documentation, upgrade documentation, or necessary license keys.

G. Upgrade Process Support. Client is responsible for actual upgrade project planning, resourcing, and execution.

H. Client-Made Customized Code Support. Client must make its Client-Made Customized Code and related customized documentation available to Rimini Street with reasonable lead time prior to the first support request by Client. Further, only customizations that have been implemented and coded using PeopleSoft Tools, SQR, Crystal Reports, MicroFocus COBOL, and VB/eScripting will be supported as part of this PS SOW, and said Client-Made Customized Code must have: (a) been tested and proven functionally stable in a development and/or test environment; (b) undergone reasonable, industry-standard functional, regression, and scalability testing prior to production rollout and go-live; and (c) worked successfully in production before an Issue arises.

I. Tax, Legal and Regulatory Support. Client must possess the most recent tax, legal and regulatory updates made available by Oracle for the PeopleSoft Production Release and any Target PeopleSoft Production Release before Client's Maintenance End Date ("**Tax, Legal & Regulatory Foundation**"). Rimini Street will build future tax, legal and regulatory updates starting from the Tax, Legal & Regulatory Foundation, provided that Rimini Street shall not be required to provide any such updates prior to Client's Maintenance End Date.

J. Twenty-First Century Dates. PeopleSoft designed two-digit year displays to resolve into four-digit years for storage and manipulation. Therefore, two-digit year displays in online panels or reports are not programming errors or considered an Issue in the context of this PS SOW.

K. Additional Consulting. Any services required by Client outside the defined Services in this PS SOW are expressly excluded from the scope of this PS SOW. Rimini Street will not perform out-of-scope services without Client's written pre-approval. If Client desires Rimini Street to provide additional out-of-scope services, separate agreements in the form of an amendment to this PS SOW or an additional SOW will need to be executed by the Parties prior to Rimini Street performing such services.

L. Trade Names. The PeopleSoft name, PeopleSoft product names, and PeopleSoft release names are trademarks of Oracle Corporation. All other names and product names are the property of their respective owners.

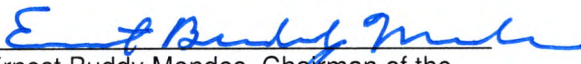
8. Client Contacts

Primary Contact	Billing Contact	Shipping Contact
Name: Sheri Walden	Name: Same as Primary	Name: Same as Primary
Address1: 333 West Pontiac Way	Address1:	Address1:
City, St, Zip: Clovis, California 93612	City, St, Zip:	City, St, Zip:
Phone: +1 (599) 600-5806	Phone:	Phone:
Email: swalden@fresnocountyca.gov	Email:	Email:

9. Signatures

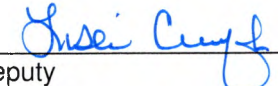
The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this PS SOW and to bind their respective party thereto.

For Client:


 Ernest Buddy Mendes, Chairman of the
 Board of Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
 Clerk of the Board of Supervisors
 County of Fresno, State of California

By: 
 Deputy

8/4/2020
 Date

For Rimini Street, Inc.:


 Authorized Signature

Seth Ravin
 Printed Name

CEO
 Title

7/14/2020
 Date

Schedule A to Statement of Work No. 1 – Instance #1

Data Center Location(s):	Fresno, California
Client Support Team Location(s):	Fresno, California
Support to be provided in the following Language(s):	English
Client Support Team Business Hours/Time Zone:	8:00 a.m. – 5:00 p.m. Pacific Time
Rimini Street Business Hours/Time Zone:	8:00 a.m. – 5:00 p.m. Pacific Time
Responsibility for Maintaining and Supporting Interfaces:	Client
Production Instances Supported:	One (1)
DBMS Hardware Platform, OS, and RDBMS:	IBM Power, AIX-Based Systems (64-bit), AIX 64-bit, Oracle Database 11.2.0.4.0
Oracle Maintenance End Date (“MED”):	June 30, 2020

Countries Supported: United States (**Note:** Subject to Client possessing country materials for each country supported for a Covered Product. Additional countries may be added after the PS SOW Effective Date at Client’s discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new country additions at least 90 days in advance of Client’s desired go-live date with each country addition.)

Panel Languages Supported: English (**Note:** Subject to Client possessing panel language materials for each system language supported for a Covered Product. Additional panel languages may be added after the PS SOW Effective Date at Client’s discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new panel language additions at least 90 days in advance of Client’s desired go-live date with each system language addition.)

Report Languages Supported: English (**Note:** Subject to Client possessing report language materials for each report language supported for a Covered Product. Additional report languages may be added after the PS SOW Effective Date at Client’s discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new report language additions at least 90 days in advance of Client’s desired go-live date with each report language addition.)

Applications Data: HCM

Covered Products

	PeopleSoft Module	CSI Number	Current Release and Patch Level	Future Target Release(s) and Minimum Patch Level(s)	Tax, Legal & Regulatory Updates	Applicable Tax & Regulatory Jurisdiction	Maximum License Metric	Notes
1	PeopleTools	Not Applicable	8.54.08	Latest Available on PS SOW Effective Date (“LAOED”)	No	Not Applicable	Not Applicable	
2	PeopleSoft Enterprise Absence Management	14484976	9.2	LAOED	No	Not Applicable	9000 Employee Count Perpetual	
3	PeopleSoft Enterprise Benefits Admin. For Public Sector	14484975	9.2	LAOED	No	Not Applicable	9000 Employee Count Perpetual	
4	PeopleSoft Enterprise Ebenefits	14484979	9.2	LAOED	No	Not Applicable	9000 Employee Count Perpetual	
5	PeopleSoft Enterprise Ecompensation	14484979	9.2	LAOED	No	Not Applicable	9000 Employee Count Perpetual	
6	PeopleSoft Enterprise Edevelopment	14484979	9.2	LAOED	No	Not Applicable	9000 Employee Count Perpetual	
7	PeopleSoft Enterprise Epay	14484979	9.2	LAOED	Yes	United States	9000 Employee Count Perpetual	
8	PeopleSoft Enterprise Eprofile	14484979	9.2	LAOED	No	Not Applicable	9000 Employee Count Perpetual	

	PeopleSoft Module	CSI Number	Current Release and Patch Level	Future Target Release(s) and Minimum Patch Level(s)	Tax, Legal & Regulatory Updates	Applicable Tax & Regulatory Jurisdiction	Maximum License Metric	Notes
9	PeopleSoft Enterprise Erecruit	14484979	9.2	LAOED	No	Not Applicable	9000 Employee Count Perpetual	
10	PeopleSoft Enterprise Extended Enterprise License	14482725	9.2	LAOED	No	Not Applicable	9000 Employee Count Perpetual	
11	PeopleSoft Enterprise Human Resources For Public Sector	14484975	9.2	LAOED	Yes	United States	9000 Employee Count Perpetual	United States Federal Forms
12	PeopleSoft Enterprise Payroll For Public Sector	14484975	9.2	LAOED	Yes	United States	9000 Employee Count Perpetual	United States Federal + 50 States; Specify year and schedule (A-F) first update required, i.e. First Required Update: Oracle 2020-C
13	PeopleSoft Enterprise Talent Acquisition Manager	14484976	9.2	LAOED	No	Not Applicable	9000 Employee Count Perpetual	
14	Merant Net Express V3 Win/Nt	14483258	Not applicable	LAOED	No	Not Applicable	1 Server	
15	Merant Server Express V1 For U	14483258	Not applicable	LAOED	No	Not Applicable	3 Servers	

Schedule A to Statement of Work No. 1 – Instance #2

Data Center Location(s):	Fresno, California
Client Support Team Location(s):	Fresno, California
Support to be provided in the following Language(s):	English
Client Support Team Business Hours/Time Zone:	8:00 a.m. – 5:00 p.m. Pacific Time
Rimini Street Business Hours/Time Zone:	8:00 a.m. – 5:00 p.m. Pacific Time
Responsibility for Maintaining and Supporting Interfaces:	Client
Production Instances Supported:	One (1)
DBMS Hardware Platform, OS, and RDBMS:	IBM Power, AIX-Based Systems (64-bit), AIX 64-bit, Oracle Database 11.2.0.4.0
Oracle Maintenance End Date (“MED”):	June 30, 2020

Countries Supported: United States (**Note:** Subject to Client possessing country materials for each country supported for a Covered Product. Additional countries may be added after the PS SOW Effective Date at Client’s discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new country additions at least 90 days in advance of Client’s desired go-live date with each country addition.)

Panel Languages Supported: English (**Note:** Subject to Client possessing panel language materials for each system language supported for a Covered Product. Additional panel languages may be added after the PS SOW Effective Date at Client’s discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new panel language additions at least 90 days in advance of Client’s desired go-live date with each system language addition.)

Report Languages Supported: English (**Note:** Subject to Client possessing report language materials for each report language supported for a Covered Product. Additional report languages may be added after the PS SOW Effective Date at Client’s discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new report language additions at least 90 days in advance of Client’s desired go-live date with each report language addition.)

Applications Data: FSCM

Covered Products

	PeopleSoft Module	CSI Number	Current Release and Patch Level	Future Target Release(s) and Minimum Patch Level(s)	Tax, Legal & Regulatory Updates	Applicable Tax & Regulatory Jurisdiction	Maximum License Metric	Notes
1	PeopleTools	Not Applicable	8.55.08 (FSCM)	LAOED	No	Not Applicable	Not Applicable	
2	PeopleSoft Enterprise Accounts Payable For The Public Sector	14486248	9.2	LAOED	Yes	United States	825000000 Reported Revenues Perpetual	United States IRS Form 1099 Updates
3	PeopleSoft Enterprise Accts Receivable For The Public Sector	14486248	9.2	LAOED	No	Not Applicable	825000000 Reported Revenues Perpetual	
4	PeopleSoft Enterprise Asset Management	14486248	9.2	LAOED	Yes	United States	82500000 Nonstandard User	United States Federal Depreciation Updates
5	PeopleSoft Enterprise Asset Management	14486248	9.2	LAOED	Yes	United States	495000000 Reported Budget Perpetual	United States Federal Depreciation Updates
6	PeopleSoft Enterprise Asset Management For Public Sector	14486248	9.2	LAOED	Yes	United States	825000000 Reported Revenues Perpetual	United States Federal Depreciation Updates
7	PeopleSoft Enterprise General Ledger	14486248	9.2	LAOED	No	Not Applicable	82500000 Nonstandard User	
8	PeopleSoft Enterprise General Ledger	14486248	9.2	LAOED	No	Not Applicable	495000000 Reported Budget Perpetual	

	PeopleSoft Module	CSI Number	Current Release and Patch Level	Future Target Release(s) and Minimum Patch Level(s)	Tax, Legal & Regulatory Updates	Applicable Tax & Regulatory Jurisdiction	Maximum License Metric	Notes
9	PeopleSoft Enterprise General Ledger For The Public Sector	14486248	9.2	LAOED	No	Not Applicable	825000000 Reported Revenues Perpetual	
10	PeopleSoft Enterprise Payables	14486248	9.2	LAOED	Yes	United States	825000000 Nonstandard User	United States IRS Form 1099 Updates
11	PeopleSoft Enterprise Payables	14486248	9.2	LAOED	Yes	United States	495000000 Reported Budget Perpetual	United States IRS Form 1099 Updates
12	PeopleSoft Enterprise Purchasing	14486248	9.2	LAOED	No	Not Applicable	825000000 Nonstandard User	
13	PeopleSoft Enterprise Purchasing	14486248	9.2	LAOED	No	Not Applicable	495000000 Reported Budget Perpetual	
14	PeopleSoft Enterprise Purchasing For Public Sector	14486248	9.2	LAOED	No	Not Applicable	825000000 Reported Revenues Perpetual	
15	PeopleSoft Enterprise Receivables	14486248	9.2	LAOED	No	Not Applicable	825000000 Nonstandard User	
16	PeopleSoft Enterprise Receivables	14486248	9.2	LAOED	No	Not Applicable	495000000 Reported Budget Perpetual	

Schedule A to Statement of Work No. 1 – Instance #3

Data Center Location(s):	Fresno, California
Client Support Team Location(s):	Fresno, California
Support to be provided in the following Language(s):	English
Client Support Team Business Hours/Time Zone:	8:00 a.m. – 5:00 p.m. Pacific Time
Rimini Street Business Hours/Time Zone:	8:00 a.m. – 5:00 p.m. Pacific Time
Responsibility for Maintaining and Supporting Interfaces:	Client
Production Instances Supported:	One (1)
DBMS Hardware Platform, OS, and RDBMS:	IBM Power, AIX-Based Systems (64-bit), AIX 64-bit, Oracle Database 11.2.0.4.0
Oracle Maintenance End Date (“MED”):	June 30, 2020

Countries Supported: United States (**Note:** Subject to Client possessing country materials for each country supported for a Covered Product. Additional countries may be added after the PS SOW Effective Date at Client’s discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new country additions at least 90 days in advance of Client’s desired go-live date with each country addition.)

Panel Languages Supported: English (**Note:** Subject to Client possessing panel language materials for each system language supported for a Covered Product. Additional panel languages may be added after the PS SOW Effective Date at Client’s discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new panel language additions at least 90 days in advance of Client’s desired go-live date with each system language addition.)

Report Languages Supported: English (**Note:** Subject to Client possessing report language materials for each report language supported for a Covered Product. Additional report languages may be added after the PS SOW Effective Date at Client’s discretion, subject to reasonable fees to be agreed upon by the Parties. Client shall provide Rimini Street a written request for new report language additions at least 90 days in advance of Client’s desired go-live date with each report language addition.)

Applications Data: EPM

Covered Products

	PeopleSoft Module	CSI Number	Current Release and Patch Level	Future Target Release(s) and Minimum Patch Level(s)	Tax, Legal & Regulatory Updates	Applicable Tax & Regulatory Jurisdiction	Maximum License Metric	Notes
1	PeopleTools	Not Applicable	8.47	Latest Available on PS SOW Effective Date (“LAOED”)	No	Not Applicable	Not Applicable	
2	PeopleSoft Enterprise Budgets	14486248	8.9	LAOED	No	Not Applicable	82500000 Nonstandard User	
3	PeopleSoft Enterprise Budgets	14486248	8.9	LAOED	No	Not Applicable	495000000 Reported Budget Perpetual	
4	PeopleSoft Enterprise Budgets For Public Sector	14486248	8.9	LAOED	no	Not Applicable	825000000 Reported Revenues Perpetual	

Statement of Work No. 2

Oracle Database Support Services

This Statement of Work No. 2 – Oracle Database Support Services (“**ODB SOW**”) is issued pursuant to that certain Master Services Agreement dated on or about August 4, 2020 (the “**Agreement**”) between County of Fresno, a political subdivision of the state of California (“**Client**”) and Rimini Street, Inc., a Delaware corporation (“**Rimini Street**”). This ODB SOW is effective as of the date of the last signature of the Parties below (“**ODB SOW Effective Date**”). Unless otherwise indicated herein, capitalized terms used in this ODB SOW without definition shall have the respective meanings specified in the Agreement and SOW No. 1 for PeopleSoft Support Services (the “**Corresponding Applications SOW**”). To the extent that the terms and conditions set forth in this ODB SOW and Schedules attached hereto conflict with the terms and conditions of the Agreement, the terms and conditions of this ODB SOW and Schedule A will prevail.

1. Services

Rimini Street shall provide Client with certain support services and certain deliverables (hereafter collectively referred to as “**Services**”) as follows for the Covered Products listed in Schedule A attached hereto. The Services shall apply only to the extent such Covered Products are used solely in conjunction with the Covered Products identified in Schedule A of the Corresponding Applications SOW:

A. Product Support. Rimini Street will provide Client with diagnostic services, advice, and recommendations relating to the proper operation of Client’s Covered Products. Since Client does not have access to source code for the Covered Products, product support specifically excludes the development and delivery of code changes, code fixes, and code updates of any kind for the Covered Products.

B. Installation Support. Rimini Street will provide advice and recommendations for reinstallations and configuration of the Covered Products if required as a result of an Issue with Client’s development, test, or production environments.

C. Interoperability Support. Rimini Street will provide advice, recommendations, and testing assistance with Issues determined to likely involve interoperability issues between the Covered Products and Client’s server operating system.

D. Performance Tuning Support. Rimini Street will provide performance tuning diagnostics, advice, and recommendations for the Covered Products using proprietary and commercially available tools. Rimini Street will use commercially reasonable efforts to provide advice and recommendations for performance tuning Client’s server operating system.

E. Upgrade Process Support. Rimini Street will provide upgrade process support from Client’s current Database Production Release to any Target Database Production Release listed on Schedule A. Rimini Street will make upgrade support available to any such Target Database Production Release for at least fifteen (15) years after the ODB SOW Effective Date, provided this ODB SOW remains in effect without interruption during said fifteen (15) year period.

F. Archiving Assistance. Rimini Street shall assist Client in identifying a specific scope of software updates and other support-related materials for the Covered Products that Client may elect to obtain from Oracle prior to the expiration date of the corresponding Oracle support services for the Covered Products (that expiration date being referred to as the “**Maintenance End Date**”). All Covered Product files or materials that Client downloads or otherwise obtains from Oracle prior to the Maintenance End Date shall be referred to collectively as the “**Client Archive**.” Client shall deposit the Client Archive on a file storage location owned, leased, or otherwise controlled by Client (the file storage location with the Client Archive shall be referred to as the “**Client Archive Repository**”). If Client requests that Rimini Street

access the Client Archive in rendering Services under this ODB SOW, the Client Archive Repository and remote access connectivity thereto must meet the technical guidelines provided by Rimini Street to Client.

2. Support Period

Rimini Street will provide Client with Services beginning at one minute past midnight (12:01 a.m.) United States Pacific Time on the ODB SOW Effective Date and ending at one minute before midnight (11:59 p.m.) United States Pacific Time on December 31, 2023 (“**Support Period**”). This ODB SOW may be renewed by a mutual written amendment extending the Support Period.

3. Termination by Client

Client may not terminate this ODB SOW at any time during the Support Period except for cause pursuant to the Agreement, or due to a non-funding event as described in the Agreement.

In addition, if the Corresponding Applications SOW is terminated for any reason, this ODB SOW shall also automatically terminate on the same date, and all fees paid by Client to Rimini Street related to this ODB SOW shall be considered fully earned and non-refundable.

4. Service Level Agreement

During the Support Period, Client will be entitled to receive support twenty-four (24) hours a day, seven (7) days a week (including major holidays) for Critical Issue (P1) cases. Response time commitment for a first live conversation with a Rimini Street engineer after Client contacts Rimini Street with a request for support on a Critical Issue case is less than fifteen (15) minutes. Client will be entitled to receive support for all other Issues during Rimini Street Business Hours as specified in Schedule A. Response time commitments and communication update intervals for each Issue are detailed in Table 1 below. Business Impact Guidelines for each Client Priority Level are detailed in Table 2 below.

Further, Rimini Street will provide Client with at least one Named Primary Support Engineer. Client’s Named Primary Support Engineer shall be the point of contact at Rimini Street for Client’s personnel and agents reporting and working to resolve Issues with the Covered Products listed in Schedule A during the Support Period. When Client’s Named Primary Support Engineer is unavailable due to on-call rotations or days off, a temporary on-call Named Primary Support Engineer shall be available to Client.

Table 1

Issue Severity	Client Priority Level	Rimini Street Initial Response Commitment	Client Communications Update Commitment*
Critical Issue	Priority 1	15 Elapsed Minutes	Every 2 Elapsed Hours
Serious Issue	Priority 2	30 Elapsed Minutes	Every 4 Business Hours
Standard Issue	Priority 3	1 Business Day	Every 5 Business Days
Q&A	Priority 4	1 Business Day	As appropriate

*If resolution of an Issue is dependent upon some interim measure, such as developing a software patch, etc., an alternative communication update commitment may be defined and agreed upon with Client.

Table 2

Client Priority Level	Business Impact Guidelines
Priority 1	Issue where a supported Covered Product is completely unavailable to users or is working at a severely degraded capacity/performance level for multiple users that makes a Covered Product unusable; or Issue has a major impact to external client/customer; or Issue is impacting revenue or time sensitive regulatory compliance AND no acceptable workaround exists.

Priority 2	Issue where a Covered Product's functionality has become limited or is working at marginally degraded capacity or performance for multiple users AND no acceptable workaround exists; or Issue where a Covered Product component is unavailable or is working at a severely degraded capacity/performance AND an acceptable workaround exists.
Priority 3	Issue where a single user is unable to use a Covered Product or a component of a Covered Product that is necessary for the user to perform their primary work activities; or Issue that is not critical is encountered with the Covered Product that leads to a minimal loss of functionality, capacity or performance; or A feature is unavailable where another can be readily used (e.g., routing to a different printer).
Priority 4	General request for information or "how to" (Q&A); or Report of event not causing impact to work operation or production.

5. Fees and Payment Schedule

A. Annual Support Fees. In consideration for Services provided pursuant to this ODB SOW, Client agrees to pay Rimini Street fees ("**Annual Support Fees**") for each year the ODB SOW remains in effect during the Support Period in accordance with the terms set forth herein as follows: the Annual Support Fees for this ODB SOW are incorporated in the Annual Support Fees set forth in the Corresponding Applications SOW. Each Year of the Support Period for this ODB SOW shall correspond with each Year of the Support Period set forth in the Corresponding Applications SOW.

Notwithstanding the foregoing, in the event that Client adds additional licensed products to the Covered Products listed in Schedule A or increases the license usage of any Covered Product beyond the "Maximum License Metric" listed in Schedule A for one or more Covered Products (whether or not such increased usage required Client to pay Oracle additional license fees), Client agrees to an equitable adjustment of the Annual Support Fees to reflect 50% of the projected Covered Product support and maintenance fees that would have been paid by Client to Oracle for annual support services on the expanded license or expanded license usage of the Covered Products. Any such equitable adjustment of the Annual Support Fees shall also be subject to the annual percentage increase described in Section 5.A of Corresponding Applications SOW.

6. Additional Client Obligations

A. Final Testing of Fixes and Updates. Client is responsible for all final system testing to assure that Rimini Street changes perform as documented with the Covered Products before implementing said changes in any production environment.

B. Access to Software. Client acknowledges that Rimini Street may need, and Client therefore authorizes Rimini Street, to: (i) access, install, work with, configure, test, and possibly modify the Covered Products listed in Schedule A, which are used in the Database Production Release (as well as the Target Database Production Release for any upgrade project that Client undertakes), in order to render Services pursuant to this ODB SOW; and (ii) access the Client Archive (if any, and if Client requests that Rimini Street access the Client Archive in providing Services under this ODB SOW). Accordingly, Client shall provide Rimini Street with remote access to one or more non-production development and test environment(s), on servers owned, leased, or otherwise controlled by Client, that include the Covered Products and Client Archive, together with all license codes and other software required for their proper operation (each a "**Non-Production Environment**"). Each Non-Production Environment and remote access connectivity thereto must meet the technical guidelines provided by Rimini Street to Client.

C. Work Product License Use Clarification. Notwithstanding anything to the contrary in the Agreement, Client may provide Client's employees or a third party access to Rimini Street Work Product for the sole purpose of supporting the Covered Products listed in Schedule A in the event that Client chooses to terminate this ODB SOW and undertake self-support or contract with a different service provider to provide support and maintenance services for the Covered Products listed in Schedule A. In such event, Client shall bind such employee or third party to obligations of non-disclosure and restricted use which are no less stringent than those contained within this ODB SOW and the Agreement.

D. Internal Client Support. Client is responsible for providing Help Desk Support and System Administration Support.

7. Additional Services Terms

The following additional terms apply to the Services described in Section 1:

- A. Definitions.** The following definitions are used throughout this ODB SOW:
- I. Database Production Release:** The database product release level of the Covered Products that Client is currently using in its live, production environment, as specified in Schedule A as the current release.
 - II. Covered Products:** The individual products licensed to Client and set forth in Schedule A.
 - III. Issue:** An issue to be addressed pursuant to Section 4, Table 1 above that meets all of the following criteria: (i) found by Client in the Covered Products or in any changes provided to Client by Rimini Street or Oracle or obtained by Client from Oracle up through the date that Client terminates its Oracle support services agreement for the Covered Products; (ii) Client becomes aware of the issue during the Support Period and reports the issue to Rimini Street during the applicable Support Period; and (iii) meets one of the four Priority Level criteria set forth in Section 4, Table 2 above.
 - IV. Target Database Production Release:** The database product release level(s) of the Covered Products that are: (a) generally available to database customers prior to termination of Client's original software vendor's support services agreement for the Covered Products; (b) obtained by Client; and that (c) Client may desire to upgrade to as its next, live, production environment, as specified in Schedule A.
 - V. Help Desk Support:** Means first line, simple corrective assistance by one or more individuals or a third party organization designated and/or contracted by Client to be the first point of contact for Client's entire user population for the Covered Products. Help Desk Support provides an initial front-line response to all Client user-reported cases, and resolves certain low-level user reported issues. Common issues to be resolved by Help Desk Support include general system information requests, Covered Product user administration (e.g., user setup and security), Client-specific operational procedures, hardware issues and infrastructure availability (e.g., LAN, web, Internet Service Provider, application, and database access), and similar activities.
 - VI. System Administration Support:** Means in-depth technical and system administration support that includes technical troubleshooting, analysis and resolution options for the Covered Products. System Administration Support services are more advanced than those generally provided by Help Desk Support and typically staffed with product trained personnel experienced with the Covered Products. Issues with Covered Products reported by Client end users to Help Desk Support that are not fully resolved by Help Desk Support may be escalated to System Administration Support. System Administration Support may include assisting Help Desk Support with resolution of issues, independent System

Administration Support diagnosis and resolution of more advanced issues, and/or installation and configuration of software workarounds, updates or fixes made available and provided by Rimini Street. Issues not able to be resolved by System Administration Support may be escalated to Rimini Street.

VII. Business Hour: A single hour of time during the Rimini Street Business Hours specified in Schedule A, Monday through Friday.

VIII. Business Day: Nine (9) Business Hours.

IX. Elapsed Minutes: Actual accrued time from a specific event (such as logging a case).

B. Third Party Products. Rimini Street is not able and will not provide any fixes or updates to any third party products used with, imbedded, integrated or bundled with the Covered Products. The scope of this ODB SOW expressly excludes support for any object issues other than for those listed as covered in any Schedule A.

C. Installation Support. Rimini Street will remotely support Client with respect to initial, first-time installations and configurations of Covered Products that the Client was not using in production on or before the Support Period. Installation Support does not include project planning, advice, or recommendations relating to changes in the underlying system infrastructure (e.g., hardware or network configuration), nor installations of a new major release of a Covered Product performed as the first step in an upgrade project to a new production Covered Product major release. Installation Support is subject to Client having a sufficient backup of the software installation, or a copy of the Covered Products with all necessary components, and making it available to Rimini Street for reinstallation.

D. Interoperability Support. Interoperability Support will be remotely available to Client for its Covered Products so long as the combination of products and platforms is supported and designed for compatible use with the Covered Products and such combination of products and platforms has been fully tested for proper interoperability prior to production rollout and go-live. Client is fully responsible for any interoperability issues related to third-party products that are incompatible with or that were not properly tested for proper operation with Client's Covered Products. Rimini Street will provide upon request, at an additional fee and with Client providing copies of all source and target software releases, interoperability testing for applications and operating systems that have not been tested by the applications licensor for proper operation with the Covered Products prior to the termination of Client's Oracle support services agreement for the Covered Products.

E. Performance Tuning. Client is responsible for ensuring adequate and reasonable functional, scalability, and regression testing have been completed in development and test phases prior to production rollout and go-live of the Covered Products. Performance tuning support includes recommendations and advice for configuration, deployment model, and parameter settings for the Covered Products.

F. Upgrade Support. Client is responsible for obtaining any Target Database Production Release, as well as all related and available upgrade deliverables from Oracle for the Covered Products that include major upgrades, maintenance packs, family packs, minipacks, critical patch updates, interoperability patches (e.g., updated versions of third-party technology components or updated operating system versions), language patches and any documented patch dependencies, localizations, technical platforms, release notes, release documentation, or upgrade documentation.

G. Upgrade Process Support. Client is responsible for actual upgrade project planning, resourcing, and execution.

H. Rimini Street Work Product. All deliverables under this ODB SOW are considered Rimini Street Work Product, as defined in the Agreement.

I. Additional Consulting. Any services required by Client outside the Services defined in this ODB SOW are expressly excluded from the scope of this ODB SOW. Rimini Street will not perform out-of-scope services without Client's written pre-approval. If Client desires Rimini Street to provide additional out-of-scope services, separate agreements in the form of an amendment to this ODB SOW or an additional SOW will need to be executed by the Parties prior to Rimini Street performing such services.

J. Trade Names. The Oracle name, Oracle product names, and Oracle release names are trademarks of Oracle Corporation. All other names and product names are the property of their respective owners.

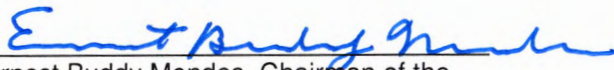
8. Client Contacts

Primary Contact	Billing Contact	Shipping Contact
Name: Sheri Walden	Name: Same as Primary	Name: Same as Primary
Address1: 333 West Pontiac Way	Address1:	Address1:
City, St, Zip: Clovis, California 93612	City, St, Zip:	City, St, Zip:
Phone: +1 (599) 600-5806	Phone:	Phone:
Email: swalden@fresnocountyca.gov	Email:	Email:

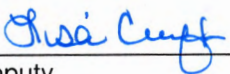
9. Signatures

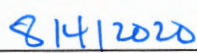
The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this ODB SOW and to bind their respective party thereto.

For Client:


 Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno

ATTEST:
 Bernice E. Seidel
 Clerk of the Board of Supervisors
 County of Fresno, State of California

By: 
 Deputy


 Date

For Rimini Street, Inc.:


 Authorized Signature

Seth Ravin
 Printed Name
 CEO
 Title

7/14/2020
 Date

Schedule A to Statement of Work No. 2

Data Center Location(s):	Fresno, California
Client Support Team Location(s):	Clovis, California
Support to be provided in the following Language(s):	English
Client Support Team Business Hours/Time Zone:	8:00 a.m. – 5:00 p.m. Pacific Time
Rimini Street Business Hours/Time Zone:	8:00 a.m. – 5:00 p.m. Pacific Time
Database Hardware:	IBM P7 AIX on POWER Systems (64 bit), IBM P7 AIX on POWER Systems (32 bit)
Database Operating System:	AIX 7.1 64 bit, AIX 5.3 32-bit
Number of Database Servers:	Six (6)
Technology Maintenance End Date ("MED"):	June 30, 2020

Covered Products

	Core Database Product	CSI Number	Current Release and Patch Level	Future Target Release(s) and Minimum Patch Level(s)	Licensing Metric	Maximum Licensing Count	Notes
1	Oracle Database Enterprise Edition	14264820	10.2.0.4.0, 11.2.0.4.0, 12.1.0.2.0	Latest Available on DB SOW Effective Date ("LAOED")	Named User Plus Perpetual	700	
2	Oracle Database Enterprise Edition	14264820	10.2.0.4.0, 11.2.0.4.0, 12.1.0.2.0	LAOED	Processor Perpetual	30	

Statement of Work No. 3

Oracle Technology Support Services

This Statement of Work No. 3 – Oracle Technology Support Services (“**OT SOW**”) is issued pursuant to that certain Master Services Agreement dated on or about August 4, 2020 (the “**Agreement**”) between County of Fresno, a political subdivision of the state of California (“**Client**”) and Rimini Street, Inc., a Delaware corporation (“**Rimini Street**”). This OT SOW is effective as of the date of the last signature of the Parties below (“**OT SOW Effective Date**”). Unless otherwise indicated herein, capitalized terms used in this OT SOW without definition shall have the respective meanings specified in the Agreement and SOW No. 1 for PeopleSoft Support Services (the “**Corresponding Applications SOW**”). To the extent that the terms and conditions set forth in this OT SOW and Schedules attached hereto conflict with the terms and conditions of the Agreement, the terms and conditions of this OT SOW and Schedule A will prevail.

1. Services

Rimini Street shall provide Client with certain support services and certain deliverables as follows for the Covered Products listed in Schedule A attached hereto (hereafter collectively referred to as “**Services**”). The Services shall apply only to the extent such Covered Products are used solely in conjunction with the Covered Products identified in Schedule A of the Corresponding Applications SOW:

A. Product Support. Rimini Street will provide Client with diagnostic services, advice, and recommendations relating to the proper operation of the Covered Products. Since Client does not have access to source code for the Covered Products, product support specifically excludes the development and delivery of code changes, code fixes, and code updates of any kind for the Covered Products.

B. Installation Support. Rimini Street will provide advice and recommendations for re-installations and configuration of the Covered Products if required as a result of an Issue with Client’s development, test, or production environments.

C. Interoperability Support. Rimini Street will provide advice, recommendations, and testing assistance with Issues determined to likely involve interoperability issues between the Covered Products, the Covered Products under the Corresponding Applications SOW, and Client’s server operating system.

D. Performance Tuning Support. Rimini Street will provide performance tuning diagnostics, advice, and recommendations for the Covered Products using proprietary and commercially available tools. Rimini Street will use commercially reasonable efforts to provide advice and recommendations for performance tuning Client’s server operating system.

E. Upgrade Process Support. Rimini Street will provide upgrade process support from Client’s current OT Production Release to any Target OT Production Release listed on Schedule A. Rimini Street will make upgrade support available to any such Target OT Production Release for at least fifteen (15) years after the OT SOW Effective Date, provided this OT SOW remains in effect without interruption during said fifteen (15) year period.

F. Archiving Assistance. Rimini Street shall assist Client in identifying a specific scope of software updates and other support-related materials for the Covered Products that Client may elect to obtain from Oracle prior to the expiration date of the corresponding Oracle support services for the Covered Products (that expiration date being referred to as the “**Maintenance End Date**”). All Covered Product files or materials that Client downloads or otherwise obtains from Oracle prior to the Maintenance End Date shall be referred to collectively as the “**Client Archive**.” Client shall deposit the Client Archive on a file storage location owned, leased, or otherwise controlled by Client (the file storage location with the Client Archive shall be referred to as the “**Client Archive Repository**”). If Client requests that Rimini Street

access the Client Archive in rendering Services under this OT SOW, the Client Archive Repository and remote access connectivity thereto must meet the technical guidelines provided by Rimini Street to Client.

2. Support Period

Rimini Street will provide Client with Services beginning at one minute past midnight (12:01 a.m.) United States Pacific Time on the OT SOW Effective Date and ending at one minute before midnight (11:59 p.m.) United States Pacific Time on December 31, 2023 (“**Support Period**”). This OT SOW may be renewed by a mutual written amendment extending the Support Period.

3. Termination by Client

Client may not terminate this OT SOW at any time during the Support Period except for cause pursuant to the Agreement, or due to a non-funding event, as described in the Agreement.

In addition, if the Corresponding Applications SOW is terminated for any reason, this OT SOW shall also automatically terminate on the same date, and all fees paid by Client to Rimini Street related to this OT SOW shall be considered fully earned and non-refundable.

4. Service Level Agreement

During the Support Period, Client will be entitled to receive support twenty-four (24) hours a day, seven (7) days a week (including major holidays) for Critical Issue (P1) cases. Response time commitment for a first live conversation with a Rimini Street engineer after Client contacts Rimini Street with a request for support on a Critical Issue case is less than fifteen (15) minutes. Client will be entitled to receive support for all other Issues during Rimini Street Business Hours as specified in Schedule A of the Corresponding Applications SOW. Response time commitments and communication update intervals for each Issue are detailed in Table 1 below. Business Impact Guidelines for each Client Priority Level are detailed in Table 2 below.

Further, Rimini Street will provide Client with at least one Named Primary Support Engineer. Client’s Named Primary Support Engineer shall be the point of contact at Rimini Street for Client’s personnel and agents reporting and working to resolve Issues with the Covered Products listed in Schedule A during the Support Period. When Client’s Named Primary Support Engineer is unavailable due to on-call rotations or days off, a temporary on-call Named Primary Support Engineer shall be available to Client.

Table 1

Issue Severity	Client Priority Level	Rimini Street Initial Response Commitment	Client Communications Update Commitment*
Critical Issue	Priority 1	15 Elapsed Minutes	Every 2 Elapsed Hours
Serious Issue	Priority 2	30 Elapsed Minutes	Every 4 Business Hours
Standard Issue	Priority 3	1 Business Day	Every 5 Business Days
Q&A	Priority 4	1 Business Day	As appropriate

*If resolution of an Issue is dependent upon some interim measure, such as developing a software patch, etc., an alternative communication update commitment may be defined and agreed upon with Client.

Table 2

Client Priority Level	Business Impact Guidelines
Priority 1	Issue where a Covered Product is completely unavailable to users or is working at a severely degraded capacity/performance level for multiple users that makes a Covered Product unusable; or Issue has a major impact to external client/customer; or Issue is impacting revenue or time sensitive regulatory compliance AND no acceptable workaround exists.

Priority 2	Issue where a Covered Product's functionality has become limited or is working at marginally degraded capacity or performance for multiple users AND no acceptable workaround exists; or Issue where a Covered Product component is unavailable or is working at a severely degraded capacity/performance AND an acceptable workaround exists.
Priority 3	Issue where a single user is unable to use a Covered Product or a component of a Covered Product that is necessary for the user to perform their primary work activities; or Issue that is not critical is encountered with the Covered Product that leads to a minimal loss of functionality, capacity or performance; or A feature is unavailable where another can be readily used (i.e. routing to a different printer).
Priority 4	General request for information or "how to" (Q&A); or Report of event not causing impact to work operation or production.

5. Fees and Payment Schedule

A. Annual Support Fees. In consideration for Services provided pursuant to this OT SOW, Client agrees to pay Rimini Street fees ("**Annual Support Fees**") for each year the OT SOW remains in effect during the Support Period in accordance with the terms set forth herein as follows: the Annual Support Fees for this OT SOW are incorporated in the Annual Support Fees set forth in the Corresponding Applications SOW. Each Year of the Support Period for this OT SOW shall correspond with each Year of the Support Period set forth in the Corresponding Applications SOW.

Notwithstanding the foregoing, in the event that Client adds additional licensed products to the Covered Products listed in Schedule A or increases the license usage of any Covered Product beyond the maximum license metric listed in Schedule A for one or more Covered Products (whether or not such increased usage required Client to pay Oracle additional license fees), Client agrees to an equitable adjustment of the Annual Support Fees to reflect 50% of the projected Covered Product support and maintenance fees that would have been paid by Client to Oracle for annual support services on the expanded license or expanded license usage of the Covered Products. Any such equitable adjustment of the Annual Support Fees shall also be subject to the annual percentage increase described in Section 5.A. of the Corresponding Applications SOW.

6. Additional Client Obligations

A. Final Testing of Fixes and Updates. Client is responsible for all final system testing to assure that Rimini Street changes perform as documented with the Covered Products before implementing said changes in any production environment.

B. Access to Software. Client acknowledges that Rimini Street may need, and Client therefore authorizes Rimini Street, to: (i) access, install, work with, configure, test, and possibly modify the Covered Products listed in Schedule A, which are used in the OT Production Release (as well as the Target OT Production Release for any upgrade project that Client undertakes), in order to render Services pursuant to this OT SOW; and (ii) access the Client Archive (if any, and if Client requests that Rimini Street access the Client Archive in providing Services under this OT SOW). Accordingly, Client shall provide Rimini Street with remote access to one or more non-production development and test environment(s), on servers owned, leased, or otherwise controlled by Client, that include the Covered Products and Client Archive, together with all license codes and other software required for their proper operation (each a "**Non-Production Environment**"). Each Non-Production Environment and remote access connectivity thereto must meet the technical guidelines provided by Rimini Street to Client.

C. Work Product License Use Clarification. Notwithstanding anything to the contrary in the Agreement, Client may provide Client's employees or a third party access to Rimini Street Work Product

for the sole purpose of supporting the Covered Products listed in Schedule A in the event that Client chooses to terminate this OT SOW and undertake self-support or contract with a different service provider to provide support and maintenance services for the Covered Products listed in Schedule A. In such event, Client shall bind such employee or third party to obligations of non-disclosure and restricted use which are no less stringent than those contained within this OT SOW and the Agreement.

D. Internal Client Support. Client is responsible for providing Help Desk Support and System Administration Support.

7. Additional Services Terms

The following additional terms apply to the Services described in Section 1:

- A. Definitions.** The following definitions are used throughout this OT SOW:
- I. OT Production Release:** The OT product release level of the Covered Products that Client is currently using in its live, production environment, as specified in Schedule A as the current release.
 - II. Covered Products:** The individual product modules licensed to Client and set forth in Schedule A.
 - III. Issue:** An issue to be addressed pursuant to Section 4, Table 1 above that meets all of the following criteria: (i) found by Client in the Covered Products or in any changes provided to Client by Rimini Street or Oracle or obtained by Client from Oracle up through the date that Client terminates its Oracle support services agreement for the Covered Products; (ii) Client becomes aware of the issue during the Support Period and reports the issue to Rimini Street during the applicable Support Period; and (iii) meets one of the four Priority Level criteria set forth in Section 4, Table 2 above.
 - IV. Target OT Production Release:** The OT product release level(s) of the Covered Products that are: (a) generally available to OT customers prior to termination of Client's original software vendor support services agreement for the Covered Products; (b) obtained by Client; and that (c) Client may desire to upgrade to as its next, live, production environment, as specified in Schedule A.
 - V. Help Desk Support:** Means first line, simple corrective assistance by one or more individuals or a third party organization designated and/or contracted by Client to be the first point of contact for Client's entire user population for Covered Products. Help Desk Support provides an initial front-line response to all Client user-reported cases, and resolves certain low-level user reported issues. Common issues to be resolved by Help Desk Support include general system information requests, Covered Product user administration (e.g., user setup and security), Client-specific operational procedures, hardware issues and infrastructure availability (e.g., LAN, web, Internet Service Provider, application, and database access), and similar activities.
 - VI. System Administration Support:** Means in-depth technical and system administration support that includes technical troubleshooting, analysis and resolution options for the Covered Products. System Administration Support services are more advanced than those generally provided by Help Desk Support and typically staffed with product trained personnel experienced with the Covered Products. Issues with Covered Products reported by Client end users to Help Desk Support that are not fully resolved by Help Desk Support may be escalated to System Administration Support. System Administration Support may include assisting Help Desk Support with resolution of issues, independent System Administration Support diagnosis and resolution of more advanced issues, and/or installation and configuration of software workarounds, updates or fixes made available

and provided by Rimini Street. Issues not able to be resolved by System Administration Support may be escalated to Rimini Street.

VII. Business Hour: A single hour of time during the Rimini Street Business Hours specified in Schedule A, Monday through Friday.

VIII. Business Day: Nine (9) Business Hours.

IX. Elapsed Minutes: Actual accrued time from a specific event (such as logging a case).

B. Third Party Products. Rimini Street is not able, and will not provide any, fixes or updates to any third party products used with, imbedded, integrated or bundled with the Covered Products. The scope of this OT SOW expressly excludes support for any object issues other than for those listed as covered in any Schedule A.

C. Installation Support. Rimini Street will remotely support Client with respect to initial, first-time installations and configurations of Covered Products that the Client was not using in production on or before the Support Period. Installation Support does not include project planning, advice, or recommendations relating to changes in the underlying system infrastructure (e.g., hardware or network configuration), nor installations of a new major release of a Covered Product performed as the first step in an upgrade project to a new production Covered Product major release. Installation Support is subject to Client having a sufficient backup of the software installation, or a copy of the Covered Products with all necessary components, and making it available to Rimini Street for re-installation.

D. Interoperability Support. Interoperability Support will be remotely available to Client for its Covered Products so long as the combination of products and platforms is supported and designed for compatible use with the Covered Products and such combination of products and platforms has been fully tested for proper interoperability prior to production rollout and go-live. Client is fully responsible for any interoperability issues related to third-party products that are incompatible with or that were not properly tested for proper operation with Client's Technology Products. Rimini Street will provide upon request, at an additional fee and with Client providing copies of all source and target software releases, interoperability testing for applications and operating systems that have not been tested by the applications licensor for proper operation with the Covered Products prior to the termination of Client's Oracle support services agreement for the Covered Products.

E. Performance Tuning. Client is responsible for ensuring adequate and reasonable functional, scalability, and regression testing have been completed in development and test phases prior to production rollout and go-live of the Covered Products. Performance tuning support includes recommendations and advice for configuration, deployment model, and parameter settings for the Covered Products.

F. Upgrade Support. Client is responsible for obtaining any Target OT Production Release, as well as all related and available upgrade deliverables from Oracle for the Covered Products that include major upgrades, maintenance packs, family packs, minipacks, critical patch updates, interoperability patches (e.g., updated versions of 3rd party technology components or updated operating system versions), language patches and any documented patch dependencies, localizations, technical platforms, release notes, release documentation, or upgrade documentation.

G. Upgrade Process Support. Client is responsible for actual upgrade project planning, resourcing, and execution.

H. Rimini Street Work Product. All deliverables under this OT SOW are considered Rimini Street Work Product, as defined in the Agreement.

I. Additional Consulting. Any services required by Client outside the Services defined in this OT SOW are expressly excluded from the scope of this OT SOW. Rimini Street will not perform out-

of-scope services without Client's written pre-approval. If Client desires Rimini Street to provide additional out-of-scope services, separate agreements in the form of an amendment to this OT SOW or an additional SOW will need to be executed by the Parties prior to Rimini Street performing such services.

J. Trade Names. The Oracle name, Oracle product names, and Oracle release names are trademarks of Oracle Corporation. All other names and product names are the property of their respective owners.


8. Client Contacts

Primary Contact	Billing Contact	Shipping Contact
Name: Sheri Walden	Name: Same as Primary	Name: Same as Primary
Address1: 333 West Pontiac Way	Address1:	Address1:
City, St, Zip: Clovis, California 93612	City, St, Zip:	City, St, Zip:
Phone: +1 (599) 600-5806	Phone:	Phone:
Email: swalden@fresnocountyca.gov	Email:	Email:

9. Signatures

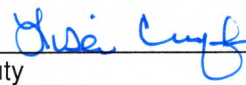
The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this OT SOW and to bind their respective party thereto.

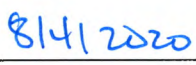
For Client:


 Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
 Clerk of the Board of Supervisors
 County of Fresno, State of California

By: 
 Deputy


 Date

For Rimini Street, Inc.:


 Authorized Signature

Seth Ravin

Printed Name

CEO

Title

7/14/2020

Date

Schedule A to Statement of Work No. 3

Data Center Location(s):	Fresno, California
Client Support Team Location(s):	Fresno, California
Support to be provided in the following Language(s):	English
Client Support Team Business Hours/Time Zone:	8:00 a.m. – 5:00 p.m. Pacific Time
Rimini Street Business Hours/Time Zone:	8:00 a.m. – 5:00 p.m. Pacific Time
Database Hardware:	IBM P7 AIX on POWER Systems (64 bit)
Database Operating System:	AIX 7.1 64 bit
Database Version:	10.2.0.4.0, 11.2.0.4.0, 12.1.0.2.0
Number of Database Servers:	One (1)
Application Server Version:	Weblogic 12.1.3.0, Windows Server 2012 R12 Standard 64-bit
Number of Application Servers:	One (1)
Middleware and Version:	Weblogic 12.1.3.0
Technology Maintenance End Date (“MED”):	June 30, 2020

Covered Products

	Technology Product	CSI Number	Current Release and Patch Level	Future Target Release(s) and Minimum Patch Level(s)	Licensing Metric	Maximum Licensing Count	Notes
1	Express Analyzer	14264820	Not Applicable	Latest Available on OT SOW Effective Date (“LAOED”)	Named User Plus Perpetual	3	Not in use
2	Express Objects	14264820	Not Applicable	LAOED	Named User Plus Perpetual	2	Not in use
3	Express Server	14264820	Not Applicable	LAOED	Named User Plus Perpetual	4	Not in use
4	Oracle Advanced Compression	18758208; 20063127	10.2.0.4.0, 11.2.0.4.0, 12.1.0.2.0	LAOED	Processor Perpetual	11	
5	Oracle Business Intelligence Foundation Suite	18959638	11.1.1.7.160119	LAOED	Named User Plus Perpetual	25	Upgrading to version 12.2.1.4.0
6	Oracle Business Intelligence Foundation Suite	18959638; 20063127	11.1.1.7.160119	LAOED	Processor Perpetual	4	Upgrading to version 12.2.1.4.0
7	Oracle Business Intelligence Management Pack	18959638	11.1.1.7.160119	LAOED	Named User Plus Perpetual	25	Upgrading to version 12.2.1.4.0
8	Oracle Business Intelligence Management Pack	18959638; 20063127	11.1.1.7.160119	LAOED	Processor Perpetual	4	Upgrading to version 12.2.1.4.0
9	Oracle Data Integrator for Oracle Business Intelligence	20063127	12.1.3	LAOED	Named User Plus Perpetual	25	
10	Oracle Data Integrator for Oracle Business Intelligence	20063127	12.1.3	LAOED	Processor Perpetual	4	
11	Oracle Diagnostics Pack	14264820; 20063127	10.2.0.4.0, 11.2.0.4.0, 12.1.0.2.0	LAOED	Processor Perpetual	30	
12	Oracle Discoverer Desktop Edition	14264820	Not Applicable	LAOED	Named User Plus Perpetual	50	Not in use
13	Oracle Internet Application Server Enterprise Edition	14264820	Not Applicable	LAOED	Processor Perpetual	4	Not in use
14	Oracle Internet Developer Suite	14264820	Not Applicable	LAOED	Named User Plus Perpetual	18	Not in use
15	Oracle Partitioning	18758208; 20063127	10.2.0.4.0, 11.2.0.4.0, 12.1.0.2.0	LAOED	Processor Perpetual	11	
16	Oracle Tuning Pack	14264820; 20063127	10.2.0.4.0, 11.2.0.4.0, 12.1.0.2.0	LAOED	Processor Perpetual	30	
17	Oracle Advanced Analytics	21833076	10.2.0.4.0, 11.2.0.4.0, 12.1.0.2.0	LAOED	Processor Perpetual	4	Added 26Jun2020