



ORACLE MASTER AGREEMENT AMENDMENT TWO

This Oracle Master Agreement Amendment Two (this "Amendment Two") amends the Oracle Master Agreement US-OMA-68497, dated 06-FEB-2014, and all amendments and addenda thereto (the "Master Agreement") between County of Fresno ("You") and Oracle America, Inc. ("Oracle").

The parties agree to amend the Master Agreement as follows:

A. GENERAL TERMS

1. Section 2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

In the General Terms, delete Section 2 of this Master Agreement in its entirety and replace with the following:

"2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Orders may be placed under the Master Agreement for ten years from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Schedules are incorporated into the Master Agreement:
Schedule P – Program and Schedule H – Hardware.

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms."

2. Section 6. TERMINATION

In the General Terms, delete Section 6.2 of this Master Agreement in its entirety and replace with the following:

"6.2 You may terminate this Master Agreement at any time without cause by giving Oracle thirty (30) days prior written notice of such termination. If You end this Master Agreement as specified in the preceding sentence, You agree You must pay within thirty (30) days all amounts which have accrued prior to such termination as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses."

3. Section 18. CONTRACTUAL LIMIT

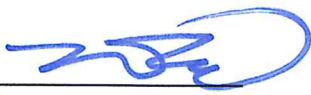
In the General Terms, delete Section 18 of this Master Agreement in its entirety and replace with the following:

"18. CONTRACTUAL LIMIT

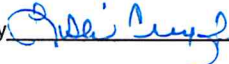
In no event will the maximum compensation for all services performed and goods provided under this Master Agreement exceed sixteen million dollars (\$16,000,000.00). In no event will You seek to procure additional goods or services beyond the limits of this Master Agreement nor will Oracle provide goods and services beyond the limits of this Master Agreement without a written amendment to this Master Agreement stating the new contractual limit."

Subject to the modifications herein, the Master Agreement shall remain in full force and effect.

The Effective Date of this Amendment Two is 06-MAR-2019. (to be completed by Oracle)

County of Fresno	Oracle America, Inc.
Authorized Signature: 	Authorized Signature: 
Name: <u>Nathan Maggig</u>	Name: <u>David Martin</u>
Title: <u>Chairman Board of Supervisors</u>	Title: <u>Deal Specialist</u>
Signature Date: <u>January 29, 2019</u>	Signature Date: <u>07-MAR-2019</u>

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By:  Deputy