



AMENDMENT ONE TO THE ORDERING DOCUMENT

This Amendment One to the Ordering Document (this “**Amendment**”) amends the ordering document with footer CPQ-3775498 dated 20-Feb-2025, and all amendments and addenda thereto (the “**ordering document**”) between City Of Fresno, a California municipal corporation (“**You**”) and Oracle America, Inc. (“**Oracle**”).

The parties agree to amend the ordering document as follows:

A. MODIFICATIONS

1. The following shall be inserted as a new Section in the ordering document:

B.14 Definitions and Rules

Section 2, Paragraph 2 of Expansion of Licensed Use in Schedule 1 to the Software License and Services Agreement, dated 23-JUN-1998, is deleted and replaced with the following:

For Financials for Public Sector Software on this Schedule, no additional fee for growth aggregating less than \$500 million in additional annual budget. If growth exceeds \$500 million in additional annual budget, Licensee’s license for the Financials for Public Sector Software on this Schedule shall be expanded in increments of \$100 million in annual budget to reflect Licensee’s actual use, at a cost of \$180,335 per each additional \$100 million in annual budget, **only if you are operating these licenses in a production environment. Additionally, there is no reporting requirement for the duration that the Licensee’s license for the Financials for Public Sector Software on this Schedule is in a non-production capacity.**

Section 3.3 Incremental License Fees- Financial Software in Schedule 2 to the Software License and Services Agreement, dated 24-MAR-1999, is deleted and replaced with the following:

The Financials Software licensed pursuant to this Schedule is based on Annual Budget equal to \$600 Million. Each Year by the Anniversary Date (defined as the month and date of the Schedule Effective Date), Licensee shall report to PeopleSoft the then-current Annual Budget reflected in an audited statement from its external accounting firm and shall pay an additional non-refundable, non-cancelable license fee of \$5,600 (“Incremental Fee”) for the Financial / Distribution / Manufacturing Software modules licensed on this schedule for each incremental increase of \$120 Million in Annual Budget (“Incremental Threshold”). Such Incremental Fee shall not be due and payable until Licensee’s increase in Annual Budget has exceeded the Incremental Threshold. On the Anniversary Date in the year in which the Incremental Threshold has been exceeded, Licensee shall pay PeopleSoft the full amount of the Incremental Fee as specified above, **only if you are operating these licenses in a production environment. Additionally, there is no reporting requirement for the duration that the Licensee’s license for the Financials Software licensed pursuant to this Schedule is in a non-production capacity.**

Subject to the modifications herein, the ordering document shall remain in full force and effect.

The Effective Date of this Amendment is _____. (to be completed by Oracle)

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

By: _____

Bryon Horn
CIO

APPROVED AS TO FORM:

ANDREW JANZ
City Attorney

By: Sukhman Sekhon

Sukhman S. Sekhon Date
Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____

Deputy Date

ORACLE AMERICA, INC.

[Legal Identity]

By: Samantha Aranda
E9350C4BC21945B...

Name: Samantha Aranda

Title: Customer Deal Desk Specialist

(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: Samantha Aranda
E9350C4BC21945B...

Name: Samantha Aranda

Title: Customer Deal Desk Specialist

(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)