ORACLE	PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: US-17574673

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	**Your Name:** **Your Address:**	Confire J P A 1743 Miro Way Rialto, CA 92376

Oracle Representative:	Scott Weir	**Your Billing Contact:**	Damian Parsons
Address:	17901 Von Karman Ave #800 Irvine, CA 92612	**Address:**	1743 Miro Way Rialto, CA 92376
Phone Number:	562-370-3384	**Phone Number:**	909-365-2502
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You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	$205,779.00	$20,450.00	$226,229.00
		Total Fees and Estimated Expenses		**$226,229.00**

A. TERMS

1. **Applicable Master Agreement:** NASPO ValuePoint Master Agreement US-GMA-1301562 (AR2487) by and between Oracle America, Inc. ("Oracle") and the State of Utah, as the lead state, and the Participating Addendum US-GMA-1301562 (AR2487)_PA_ConfireJPA by and between Oracle and Confire J P A (collectively, the "Master Agreement").

    You acknowledge and agree that the terms and conditions of this ordering document are contingent upon the execution of the Master Agreement between the parties on or prior to the last signature date of this ordering document. If the parties do not execute the Master Agreement on or prior to the last signature date of this ordering document, then this ordering document shall be deemed to have no legal effect, even if executed.

2. **Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf apply to and are incorporated into this order.

3. **Payment Terms:** Net 30 days from invoice date.

4. **Currency:** US Dollars.

5. **Offer Valid through:** 15-MAY-2025.

6. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.

7. **Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.

8. **Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and

deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

Confire J P A	**Oracle America, Inc.**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____ *{to be completed by Oracle}*	

Your Name: Confire J P A
Ordering Document Number: US-17574673
Exhibit Number: 1

1. Description of Services.
   Oracle will provide You with up to one hundred sixty-two (162) person days of technical and functional Services to assist with the cloud enablement of Oracle NetSuite for Government Cloud Service ("NetSuite for Government") (the "Services"). Oracle will assist You in the following phases:

   A. Phase 1 – Finance:
      Oracle will assist You with enablement of the following functionality within the Finance module:

Finance Functional Area
Journals
Budget (expense and revenue)
Purchasing and Accounts Payable
Projects
Grants
Accounts Receivable
Fixed Assets
Inventory
Bill Capture

   1. Focus Phase:
      a. Conduct one (1) project kick-off workshop for up to two (2) person days for Your project team to review the project governance processes and complete strategy sessions including:
         1. Scope management process;
         2. Risk management process;
         3. Issue management process;
         4. Communications management process;
         5. Configuration management process;
         6. Quality management process;
         7. Review the welcome packet;
         8. Data conversion strategy session;
         9. Integration strategy session; and
         10. Workflow strategy session.
      b. Create and provide an initial project work plan, which will include the following:
         1. Tasks; estimated start and end dates, and estimated durations;
         2. Assigned resources from You and Oracle; and
         3. Known dependencies.

   2. Refine Phase:
      a. Conduct up to five (5) workshops of up to two (2) hours each for Your project team to review functional business processes and data migration for the following:
         1. Chart of accounts ("COA") setup and fund management;
         2. Entity setup;
         3. General ledger and budgeting;
         4. Inventory; and
         5. Fixed assets.
      b. Conduct up to four (4) workshops of up to two (2) hours each for Your project team to review:
         1. Procurement functional business process;
         2. Procurement data migration;
         3. Accounts receivable functional business process; and

4. Accounts receivable data migration.
   c. Conduct up to three (3) workshops of up to two (2) hours each for Your project team to review functional business processes for the following:
      1. Bank reconciliation;
      2. Bill capture; and
      3. Integrations.
   d. Document the findings from each workshop in an engagement report.
   e. Configure NetSuite for Government hosted environment based upon the engagement reports.
   f. Assist with the loading of Your finalized datasets for Finance as follows:

Finance Functional Area	Years of finalized datasets to be loaded
Journals	Up to two (2) years
Budget	Up to the current/in-progress fiscal year
Purchasing and Accounts Payable	Up to the current/in-progress fiscal year
Projects	Up to the current/in-progress fiscal year
Grants	Up to the current/in-progress fiscal year
Accounts Receivable	Up to the current/in-progress fiscal year
Fixed Assets	Up to the current/in-progress fiscal year
Inventory	Up to the current/in-progress fiscal year

   g. Provide up to ten (10) total person days of guidance on configuring integrations to the following third-party applications:

Name of third party	Type of data	One-way Import/Export / Bidirectional	Frequency	Method (Application Programming Interface ("API") / Flat file)
SAP	Journal	One-way Import	Automated	Flat file
PeopleSoft	Payroll	One-way import	Automated	Flat file

   h. Configure up to one (1) of each of the following form templates to include Your information (logo, legal name, address, bill-to address, ship-to address, bank information):
      1. Invoice;
      2. Purchase Order; and
      3. Accounts Payable check.

3. Enable Phase:
   a. Conduct up to ten (10) functional training sessions of up to two (2) hours each for Your project team on the NetSuite for Government Finance module.
   b. Create a testing plan with You.
   c. Provide up to four (4) person days over the course of six (6) weeks to assist with Finance user acceptance testing ("UAT").

4. Live-Operate Phase:
   a. Conduct one (1) "Final Data Migration Workshop" for up to two (2) hours to complete final Finance data cutover.
   b. Provide up to nine (9) person days of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for Finance.
   c. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the Finance module.

B. Phase 2 – NetSuite Planning and Budgeting ("NSPB"):
   1. Focus Phase:
      a. Conduct one (1) business process review session for up to two (2) hours to review the following:
         1. Current budgeting processes;
         2. Changes to process updates;

3. Budget reporting needs;
4. Confirm administrator access; and
5. Project timeline considerations.

2. Refine Phase:
    a. Import up to one thousand (1,000) pre-defined, active general ledger ("GL") dimension members from NetSuite for Government into the NSPB instance for each of the following:
        1. COA;
        2. Funds;
        3. Departments;
        4. Projects; and
        5. Grants.
    b. Migrate the current/in-progress year of historical income statements and balance sheets, and prior year budget data, from NetSuite for Government into the NSPB instance.
        1. Set up a schedule to import trial balances on a recurring basis from NetSuite for Government into the NSPB instance using standard saved searches.
    c. Conduct up to five (5) "NSPB Configuration Workshops" for up to one and a half (1.5) hours each for Your project team to review the following:
        1. Web forms;
        2. Reports;
        3. Dashboards; and
        4. Business rules.
    d. Document the findings from each NSPB Configuration Workshop in a NSPB Configuration Engagement Report.
    e. Configure NSPB hosted environment based upon the NSPB Engagement Reports.
    f. Configure Your operating budget.
    g. Provide up to ten (10) person days to create a budget book based on data available within the application.

3. Enable Phase:
    a. Conduct up to two (2) functional training sessions of up to two (2) hours each for Your project team on the NetSuite Planning and Budgeting module.
    b. Review UAT processes.
    c. Assist with up to two (2) "Data Integration UAT Sessions" for up to one and a half (1.5) hours each to validate the integration of data from NetSuite for Government's Finance module to NSPB.
    d. Provide up to four (4) hours of UAT issue resolution assistance, to be used within ten (10) consecutive business days following the Data Integration UAT Session.
    e. Assist with up to two (2) "Process and Configuration UAT Sessions" for up to one and a half (1.5) hours each to validate the NSPB budget process and configuration.
    f. Provide up to four (4) hours of UAT issue resolution assistance, to be used within ten (10) consecutive business days following the Process and Configuration UAT Session.

4. Live-Operate Phase:
    a. Provide up to three (3) hours of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for NetSuite Planning and Budgeting.
    b. Facilitate the transition from Your implementation team to the NetSuite for Government support team for NetSuite Planning and Budgeting module.

2. <u>Rates, Estimated Fees and Expenses, and Taxes.</u>
    A. The Services are performed on a time and materials ("T&M") basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.

    B. <u>Rates.</u> For a period of eighteen (18) months from the ordering document effective date, the Services will be provided at the rate of $159.08 per hour. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle's consulting rates in effect when the Services are performed.

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

3. <u>Project Management.</u> You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.

4. <u>Your Cooperation.</u>
    A. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite hosted environment. Responsibilities include but are not limited to:
        1. Provide user feedback during configuration and validation.
        2. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required.
        3. Provide on-going support to internal users following the implementation.
    B. Enable administrator access to allow provisioning of Your NetSuite for Government hosted environment prior to the commencement of Services.
    C. Modify Your processes as necessary to align with the standard functionality of NetSuite for Government.
    D. Complete and return the questionnaire in the NetSuite for Government Welcome Packet to Your Oracle project manager prior to the project kick-off workshop.
    E. Be responsible for choosing Your desired Form templates from the samples provided to You during the project kick-off workshop.
    F. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
    G. You will accept Oracle NetSuite release upgrades.
    H. You will not film or record Oracle's delivery of Services, Oracle resources, or any Oracle materials.
    I. You are responsible for planning, executing, and managing all aspects of end-to-end and final reviews, including customizing the Oracle provided templates to prepare and execute test cases and plans and reviewing test results.
    J. Ensure that Your designated Learning Cloud Support passholder training attendee(s) are completing any implementation training courses assigned to them by the Oracle team in the timeline specified as mutually agreed by You and received from the Oracle at the start of the implementation.
    K. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
    L. Manage the post-production maintenance and support of Your NetSuite for Government hosted environment.
    M. <u>Workshop-related cooperation:</u>
        1. For each workshop listed in Section 1.A.2.a, 1.A.2.b, 1.A.2.c, and 1.B.2.c make Your existing procedure and business process documentation available to Oracle at least one (1) week prior to the workshop.
        2. Make Your key decision owners available to attend the workshops.
        3. Respond to Oracle requests/queries within two (2) business days.
    N. <u>NSPB-related cooperation:</u>
        1. Make the position data from Your third-party payroll system available to Oracle within two (2) weeks of the business process review session in Section 1.B.1.a.
        2. Be responsible for ensuring that common, consistent planning and budgeting processes exist across Your organization.
        3. Be responsible for performing a production refresh of the NetSuite for Government test environment at the NSPB kick-off.
        4. Be responsible for data load validation for actual trial balances in the NSPB instance to NetSuite for Government saved search results at the GL journal entry level.
    O. <u>Integration-related cooperation:</u>
        1. For each third-party listed in Section 1.A.2.g, You must provide integration specifications, third-party requirements, and have a live operating environment in place in order for the implementation team to deliver the Services in these sections.
        2. You will be live in production on all of Your third-party applications to be integrated with NetSuite for Government at least six (6) months prior to the planned go-live date of this implementation.

3. Implement and maintain the production and consumption of the file-based interfaces with Your existing systems.
   P. Migration-related cooperation:
   1. Be responsible for extracting the data from Your legacy system(s), providing it in the format specified by Oracle, and assisting Oracle resources to complete data cleansing and mapping within three (3) weeks from the project kickoff call.
   2. Audit Your data for data migration, including historical years up through the current fiscal year.
   3. Financial data to be migrated must include the following:
      a. Balances of fully qualified accounts (e.g., Fund-Dept-Obj, and other segments).
      b. All general ledger impacting transactions (trial balance details), summed and compared by each fully qualified account to the provided balances; no transactions are omitted.
      c. Transaction details such as purchase orders, bills, invoices, credits, voids, adjustments, payments, checks, wires, etc. must identify which general ledger impacting transaction it is associated with. The values of these details are compared to the general ledger impacting transaction totals to validate that no details are omitted.
   4. Validate the final list data and transactional data within two (2) weeks from data upload.

5. Project Assumptions.
   A. A person day is defined as one (1) resource working up to eight (8) hours.
   B. Standard functionality is defined as the functionality described in applicable documentation, for the NetSuite for Government application, provided by Oracle.
   C. Hosted environment is defined as the combination of systems and supporting resources to which Oracle grants You access as part of the services ordered by You, that are (i) configured for the Oracle Programs operating on it and for specific uses as part of the services, and (ii) used by Oracle to perform the Services. The hosted environment consists of the production environment, and any non-production environment(s), as referenced in the applicable ordering document and services policies.
   D. The implementation methodology for the Services is the Oracle True Cloud Method ("TCM").
   E. The NetSuite for Government standard chart of accounts segmentation structure will be used as a default segmentation with localization as required.
   F. NSPB-related assumptions:
   1. Prior to the commencement of Phase 2 - NetSuite Planning and Budgeting, the NetSuite for Government production instance must be established as follows:
      a. Chart of accounts is finalized;
      b. Segments are finalized and populated with members;
      c. Custom segments are finalized and populated with members;
      d. Transactional or historical data is loaded; and
      e. Any additional information, segmentation, etc. that You will need for planning and budgeting is finalized and loaded.
   G. Integration-related assumptions:
   1. If the effort to implement the third-party integrations identified by You exceeds the estimates in Section 1.A.2.g such adjustments shall be subject to the change control process.
   2. Except to the extent expressly stated in the Description of Services section of this document, the use of the terms "integrate" and "integration" throughout this document is not intended to mean that Oracle will ensure (i) the physical or functional integration of Oracle products with external legacy systems, third party products and/or other software applications; (ii) the functioning of Oracle products as a coordinated whole with such external legacy systems, third party products and/or other software applications; or (iii) any non-standard integration between Oracle products. Rather, the terms are used to refer to the overall concept of data exchange between the Oracle products and other systems, products or applications identified in this document, and may include interfacing and/or other methods of integration or interoperation as described in the Description of Services section of this document.
   H. Migration-related assumptions:
   1. Data migration is limited to the assistance described in Section 1.A.2.f and Section 1.B.2.b.
   2. Data provided by Your organization will be validated by the Oracle Local Government implementation team before being loaded into NetSuite for Government. However, any discrepancies or inconsistencies will be returned to You for correction or clarification, up to three (3) revisions. It is recommended that data validation occur prior to submission of the finalized dataset for loading.

3. The amount of time required to import legacy transactions and associated detail is determined by Your ability to provide reconciled data in the format requested. Delays may impact key implementation dates, including go-live.

4. A finalized dataset for finance is defined as up to one (1) year's worth of historical data containing all the information that You wish to migrate, as validated by Your project team. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. This dataset should have all relevant details comprising the debits and credits against each accounting segment that impacts the general ledger. All transaction lines should be rounded to two (2) decimal places while maintaining balanced debits and credits and aligning with balances for each fiscal year. All transaction detail records (e.g., vendor bills, checks, accounts receivable invoices, cash receipts) must include an associating reference to the general ledger impacting transaction as well its relationship with other detail transactions such as bills-to-purchase orders or checks-to-bills. Subledger transactions details (i.e., subledger project transaction details) should be free of conflicts from their associated general ledger impact transaction.

I. The following are not included in the scope of, or fees for, Services under this exhibit:
1. Performance testing, tuning, or any management of performance.
2. Testing beyond the activities described in this exhibit.
3. Customizations to NetSuite for Government.
4. Oracle Cloud subscription services.
5. Languages other than U.S. English.
6. Integrations or data conversions beyond what is explicitly described in this exhibit.
7. Form configuration beyond what is explicitly described in this exhibit.
8. Creation of a capital improvement program budget.
9. Cloud middleware, database, operating and other hardware activities.
10. Oracle transactional business intelligence training.
11. Complex business processing or orchestration related to integrations.
12. Transformations or data mapping of elements.
13. Additional workforce structures for future use, expansion, or acquisitions.
14. Extensions, customizations, or custom reports.
15. Localizations other than those made to the chart of accounts structure.
16. Post-production Services exceeding the person days in Section 1.A.4.b, hours in Section 1.B.4.a, or thirty (30) calendar days after go-live for the respective module, whichever comes first.
17. Anything not expressly listed in the Description of Services.