



**AMENDED NOTICE OF REGULAR MEETING OF
THE BOARD OF POLICE COMMISSIONERS OF
THE BROADMOOR POLICE PROTECTION
DISTRICT**

AMENDED ZOOM LINK

**The regular October 2026 meeting of the
Board of Police Commissioners will be held on**

Tuesday, October 13, 2026, at 7:00 p.m.

**at the District offices of the
Broadmoor Police Protection District at
388 Eighty-Eighth Street
Broadmoor Village, California 94015**

**You may remotely attend the meeting by clicking
on the following link that will take you directly
to the meeting via Zoom**

<https://us06web.zoom.us/j/6282025510>

**NO FOOD OR BEVERAGES WILL
BE PERMITTED IN THE MEETING ROOM
WITH THE EXCEPTION OF DRINKING WATER**

**NO ANIMALS EXCEPT REGISTERED SERVICE ANIMALS
WILL PERMITTED IN THE MEETING ROOM**

**RULES OF ORDER AND DECORUM SET FORTH
IN RESOLUTION 2022/23-07 WILL BE ENFORCED**

**COPIES OF THE PUBLIC AGENDA PACKET
MAY BE INSPECTED AT THE DISTRICT OFFICE
DURING NORMAL BUSINESS HOURS**

**YOU MAY ATTEND THIS MEETING IN PERSON
OR BY ZOOM AS NOTED ABOVE**



BROADMOOR POLICE COMMISSION

Hon. Ralph Hutchens
Commissioner/Treasurer
Hon. John V. Aguerre
Commissioner/Chairman
Hon. Andrea M. Hall
Commissioner/Secretary

A G E N D A

REGULAR MEETING

Meeting to be held:

Tuesday - October 13, 2026 - 7:00 p.m.

**Broadmoor Police Department
388-88th Street
Broadmoor, Vlg., California 94015-1717**

Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting should contact Lisa Hernandez [Administrative Assistant of the Police Department] at least 2 working days before the meeting at (650) 755-3840 and/or lhernandez@pd.broadmoor.ca.us. Notification in advance of the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Attendees to this meeting are reminded that other attendees may be sensitive to various chemical-based products.

**NO FOOD OR BEVERAGES WILL
BE PERMITTED IN THE MEETING ROOM**

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1. **PLEDGE OF ALLEGIANCE**

2. **ROLL CALL**

3. **PUBLIC COMMENTS**

*This is the time that is provided for interested persons to address the Commission or submit written communications on matters that **are not** on this Agenda. Anyone present in the meeting room who wishes to present oral comments on matters that **are not** on this agenda must approach the podium, state his or her name. Anyone appearing remotely by Zoom must press the RAISE HAND button on their screen and wait to be called. When called, please state your name. Persons offering public comment in person or by Zoom will have up to three minutes to present his or her oral comments. At the conclusion of all public comments on matters that **are not** on this Agenda, the Commission may, but is not required to, respond to the public comments. Any request during public comment that requires Commission action will be set by the Commission for consideration on a future Agenda or referred to staff.*

4. **CHIEF OF POLICE REPORT**

Chief Connolly will deliver his report.

5. **CONSENT AGENDA**

PREVIOUS MINUTES

- (a) Approval of the Minutes of the Regular Meeting on September 8, 2026.

TREASURER'S REPORT

- (b) Approval of October 2026 Warrants and Deposits.

6. **REGULAR BUSINESS**

- (a) Discussion, approval and adoption of proposed Resolution 2026-6, which would revise the current Payrate Schedule by increasing the salaries of the Administrative Assistant / Records Supervisor by 6% and the Payroll / Records Clerk by 2% retroactive to July 1, 2026.

- (b) Discussion regarding proposed Contract with Oracle.

7. **ADJOURNMENT**

Motion to adjourn this meeting and set the next regular meeting of the Police Commission on November 10, 2026, at 7:00 p.m. at 388 Eighty-Eighth Street, Broadmoor Village, California.

POSTED AT: WWW.BROADMOORPOLICE.COM
BROADMOOR POLICE DEPARTMENT
COLMA FIRE DEPARTMENT
BROADMOOR COMMUNITY CENTER

MEMBERS OF THE PUBLIC ARE WELCOME TO ATTEND

BROADMOOR POLICE PROTECTION DISTRICT

MINUTES OF REGULAR MEETING HELD SEPTEMBER 8, 2026

388 Eighty-Eighth Street
Broadmoor Village, California 94015

The meeting was called to order at 7:00 p.m.

1. **PLEDGE OF ALLEGIANCE**

Chair Aguerre led the Pledge of Allegiance.

2. **ROLL CALL**

Chairman John Aguerre	Present
Secretary Andrea Hall	Present
Treasurer Ralph Hutchens	Present

Also present were Chief Michael Connolly and District General Counsel Paul M. Davis.
All votes were by Roll Call.

3. **PUBLIC COMMENTS**

Christine “_____” spoke regarding the online Zoom link being invalid.

4. **CHIEF OF POLICE REPORT**

Chief Connolly delivered his report, stating he recently attended a press conference with the Board of Supervisors and County Police and Fire Chiefs regarding Vehicle License Fees, noting the District does not receive any VLF funding. He reported crime rates remained low, with a slight increase in package theft. He announced a Police Officer Association sponsored blood drive on Saturday, September 12th, celebrating first responders. He further announced a 25th Anniversary commemorative Mass recognizing first responders from the 9/11 attacks will be held at St. Cecilia’s Catholic Church in San Francisco.

There was no public comment.

5. **CONSENT AGENDA**

The following Consent Calendar items were routine and non-controversial. Items were acted upon by the Council at one time without discussion, unless removed from the Consent Calendar for separate action.

- (a) Approval of Minutes of August 18, 2026, Regular Meeting.
- (b) Approval of August 2026 Warrants and Deposits.

There was no Public Comment on the Consent Calendar.

Commissioner Hall requested Item 5(b) be removed from the Consent Calendar for separate consideration.

ACTION: It was moved by Commissioner Hall, seconded by Chair Aguerre, to approve the remainder of the Consent Calendar.

AYES: Commissioners Aguerre, Hall, and Hutchens
NAYS: None
ABSENT: None
ABSTAIN: None

Commissioner Hall inquired about Check #10082, payable to Lamorena & Chang, noting she was familiar with the contract however asked if the work was complete. Chief Connolley responded the work was ongoing, stating there were several legacy issues remaining and that the invoice included almost twelve months of work. He stated the consultant continues to provide budget review and oversight.

ACTION: It was moved by Commissioner Aguerre, seconded by Commissioner Hall, to approve agenda item 5(b), the August 2026 Warrants and Deposits.

AYES: Commissioners Aguerre, Hall, and Hutchens
NAYS: None
ABSENT: None
ABSTAIN: None

6. REGULAR BUSINESS

- (a) Further discussion and possible action to approve a written Service Agreement with the County for the County to conduct the District's Election that will be combined with the General Election on November 3, 2026, and direct the Chairman to execute the Contract on behalf of the District. [Tabled from August 18, 2026, to this meeting.]

Due to the cancellation of the election, this item was removed from the agenda with no deliberation.

7. ADJOURNMENT

It was moved by Commissioner Hutchens, seconded by Commissioner Hall, to adjourn the

meeting to the next regular meeting date of October 13, 2026.

AYES: Commissioners Aguerre, Hall, and Hutchens

NAYS: None

ABSENT: None

ABSTAIN: None

The meeting adjourned at 7:28 p.m.

Commissioner Andrea Hall, Secretary

BROADMOOR POLICE PROTECTION DISTRICT
OFFICE OF THE CHIEF OF POLICE / DISTRICT MANAGER
STAFF REPORT

TO : Hon. Ralph Hutchens, Hon. John Aguerre, Hon. Andrea Hall

FROM: Michael P. Connolly, Chief of Police / District Manager

DATE: October 13, 2026

RE : Proposed increase in salaries to Administrative Assistant /
Records Supervisor and Payroll Clerk

SYNOPSIS / SUMMARY

This memorandum presents a proposal to adopt Resolution 2026-6, which, if adopted, would increase the salaries of the agency's Administrative Assistant / Records Supervisor and the Payroll Clerk by 6% and 2%, respectively, retroactive to July 1, 2026. No other District personnel would be affected by the proposed Resolution. The last salary increases granted to these two employees was on December 9, 2025, retroactive to July 1, 2025, increasing their salaries by 4.042% and 4.0665%, respectively.

BACKGROUND

The District employs one part-time Administrative Assistant / Records Supervisor and one part-time Payroll / Records Clerk.

On December 9, 2025, by Resolution 2025/26-04, the Police Commission approved salary increases to the Administrative Assistant / Records Supervisor and the Payroll Clerk. (See attached copy of Staff Report and accompanying Resolution.) The two increases were made retroactive to July 1, 2025. Those salaries were increased from \$48 per hour to \$49.94 per hour, an increase of 4% for the Administrative Assistant / Records Supervisor, and from \$30 per hour to \$31.22 per hour for the Payroll Clerk, an increase of 4%.

All of the police officers are represented by the Broadmoor Police Officers Association ("POA"), the designated bargaining unit for all sworn personnel except the Chief of Police and the Commander of Police. No change in compensation is proposed at this time for any of these personnel. The proposed salary rate increases in proposed Resolution 2026-6 are limited to the two non-represented personnel namely, the Administrative Assistant / Records Supervisor and the Payroll Clerk / Records Clerk. Any salary increases to be considered for all other personnel remains open for discussion and consideration at a later time. Proposed Resolution 2026-6, if adopted, would re-affirm and re-publish without change their current salaries and would increase only the salaries of the Administrative Assistant / Records Supervisor and the Payroll Clerk / Records Clerk.

The latest Contract between the District and the POA lapsed on July 31, 2026. I have thus far been unable to reach consensus or agreement with the POA for a new contract despite ongoing negotiations. Pursuant to the Status Quo Doctrine the parties are still adhering to the wage, hour and working conditions of lapsed contract, but all other provisions of that contract are no longer valid or in force or effect.

PROPOSAL

I see no reason to delay the consideration of salary increases to the Administrative Assistant / Records Supervisor and the Payroll Clerk while negotiations continue with the POA. Accordingly, I respectfully request that the Administrative Assistant / Records supervisor and the Payroll Clerk each receive salary increases from \$49.94 per hour to \$52.94 per hour (6% increase) for the Administrative Assistant / Records Supervisor, and from \$31.22 per hour to \$31.84 per hour (2% increase) for the Payroll Clerk, both retroactive to July 1, 2026, as set out in the proposed Payrate Schedule attached to proposed Resolution 2026-6, which incorporates and republishes the identical Payrate Schedule adopted by the Commission on December 9, 2025 (Resolution 2025/26-04), with the exception of the two proposed increases in salaries to the aforementioned personnel.

When an agreement is reached with the POA and approved by the Police Commission, a revised / updated Payrate Schedule will be prepared and published to reflect the latest salaries of all personnel.

CONCLUSION

I recommend that the Commission approve, pass and adopt proposed Resolution No. 2026-6 in the form attached to this Staff Report.

Respectfully,

Michael P. Connolly (e-signature)

Michael P. Connolly (COP / DM)

Attachments: Staff Report for December 9, 2025, Regular Meeting
Resolution 2025/26-04
Proposed Resolution 2026-6

BROADMOOR POLICE PROTECTION DISTRICT

POLICE COMMISSION

A RESOLUTION

RESOLUTION No. 2026-6

**A RESOLUTION ADJUSTING THE RATE OF
COMPENSATION PAID TO THE ADMINISTRATIVE
ASSISTANT / RECORDS SUPERVISOR AND
THE PAYROLL CLERK RETROACTIVE TO JULY 1, 2026**

WHEREAS, the District is a public entity that contracts with CalPERS for pension benefits. Public Employees Retirement Law requires that a contracting agency's governing body must approve publicly available pay schedules (as defined in California Code of Regulations, Title 2, Section 570.5) in accordance with public meeting laws; and,

WHEREAS, publicly available pay schedules substantiate base pay rates established under Government Code §7522.34 for use in pension calculations and must convey base salary information for all classifications and titles; and,

WHEREAS, on December 9, 2025, the Police Commission approved and adopted Resolution No. 2025/26-04, which revised the District's Payrate Schedule retroactive to July 1, 2025; and,

WHEREAS, this Resolution will revise in part the Payrate Schedule adopted by the Police Commission on December 9, 2025, as Resolution 2025/26-04, by increasing the rate of pay to the Administrative Assistant / Records Supervisor and the Payroll / Records Clerk, and those increases will be retroactive to July 1, 2026. In all other respects this Resolution will continue without change and will republish the Payrate Schedule adopted on December 9, 2025, by Resolution 2025/26-04.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

SECTION 1. The rate of compensation to be paid to the Administrative Assistant / Records Supervisor and the Payroll / Records Clerk is adjusted as set forth in the attached Payrate Schedule. In all other respects the Payrate Schedule approved and adopted on December 9, 2025, by Resolution 2025/26-04 remains unchanged and is republished in the attached Payrate Schedule.

SECTION 2. The attached Payrate Schedule is hereby approved and adopted, and the new rate of pay to the Administrative Assistant / Records Supervisor and the Payroll / Records Clerk shall be retroactive to July 1, 2026.

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PASSED and **ADOPTED** in Open Session this 13th Day of October

13, 2026.

Ayes:

Nays:

Abstain / Absent:

Attest:

Michael P. Connolly
Interim Chief of Police / District Manager

Hon. Andrea M. Hall, Secretary

PROPOSED

**BROADMOOR POLICE PROTECTION DISTRICT
SALARY PAY SCHEDULE
EFFECTIVE JULY 1, 2026**

CLASSIFICATIONS	HOURLY	BI-WEEKLY	MONTHLY	ANNUALLY
Chief of Police (40 hr. week)	\$84.13	\$6,730.76	\$14,583.33	\$175,000.00
Commander of Police (40 hr. wk.)	\$63.00	\$5,040.00	\$10,920.00	\$131,040.00
Sergeant II (42 hr. week)	\$59.06	\$4,961.25	\$10,749.38	\$128,992.50
5% Intermediate Certificate	\$62.01	\$5,209.31	\$11,286.85	\$136,492.13
7.5% Advanced Certificate	\$63.49	\$5,333.35	\$11,555.58	\$138,666.94
Sergeant I (42 hr. week)	\$55.66	\$4,675.48	\$10,130.20	\$121,562.53
5% Intermediate Certificate	\$58.44	\$4,909.25	\$10,636.72	\$127,640.66
7.5% Advanced Certificate	\$59.84	\$5,026.14	\$10,889.98	\$130,679.72
Corporal (42 hr. week)	\$55.32	\$4,647.26	\$10,069.06	\$120,828.71
5% Intermediate Certificate	\$58.09	\$4,879.62	\$10,572.51	\$126,870.15
7.5% Advanced Certificate	\$59.37	\$4,995.81	\$10,824.24	\$129,890.86
Police Officer IV (42 hr. week)	\$52.69	\$4,425.88	\$9,589.40	\$115,072.78
5% Intermediate Certificate	\$55.32	\$4,647.17	\$10,068.87	\$120,826.42
7.5% Advanced Certificate	\$56.64	\$4,757.81	\$10,308.61	\$123,703.23
Police Officer III (42 hr. week)	\$49.80	\$4,183.33	\$9,063.87	\$108,766.48
5% Intermediate Certificate	\$52.29	\$4,392.50	\$9,517.06	\$114,204.80
7.5% Advanced Certificate	\$53.54	\$4,497.08	\$9,743.66	\$116,923.96
Police Officer II (42 hr. week)	\$47.12	\$3,958.42	\$8,576.57	\$102,918.82
5% Intermediate Certificate	\$49.48	\$4,156.34	\$9,005.40	\$108,064.76
7.5% Advanced Certificate	\$50.66	\$4,255.29	\$9,219.81	\$110,637.72
Police Officer I (42 hr. week)	\$43.80	\$3,678.82	\$7,970.78	\$95,649.37
5% Intermediate Certificate	\$45.99	\$3,862.76	\$8,369.32	\$100,431.84
7.5% Advanced Certificate	\$47.08	\$3,954.73	\$8,568.59	\$102,823.08
Inspector (42 hr. week)	Above salary + 2%	Above salary + 2%	Above salary + 2%	Above salary + 2%
Admin. Ass't./Records (32 hr. wk.)	\$52.94	\$3,388.16	\$7,341.01	\$88,092.16
Records/Payroll Clerk	\$31.84	Hourly only	Hourly only	Hourly only
Reserve Police Officer	No compensation	No compensation	No Compensation	No compensation
Volunteer in Policing (VIP)	No compensation	No compensation	No compensation	No compensation

(Approved by Police Commission action on October 13, 2026, by Resolution 2026-6)

BROADMOOR POLICE PROTECTION DISTRICT

OFFICE OF DISTRICT COUNSEL

STAFF REPORT

TO : Hon. Ralph Hutchens, Hon. John Aguerre, Hon. Andrea Hall

FROM: Paul M. Davis, District Counsel

DATE: December 9, 2025

RE : Proposed Update to Payrate Schedule

INTRODUCTION

On April 8, 2026, the Commission adopted Resolution No. 2024/25-05, increasing the salaries of all sworn police personnel with the exception of the Interim Chief of Police / Interim District Manager. Attached to that Resolution is the payrate schedule the Commission approved.

On October 14, 2025, the Commission extended the contract of the Interim Chief of Police through January 11, 2027, and approved an annual salary increase to \$175,000. That salary increase is not to take effect until January 12, 2026, when the new contract with the Interim Chief of Police takes effect.

Resolution No. 2024/25-05 does not include the salary of the District's Administrative Assistant / Records Supervisor or the Records / Payroll Clerk.

Resolution No. 2024/25-05 does not provide for any special compensation to peace officers assigned to the Investigations Division as an Inspector.

Resolution No. 2024/25-05 is silent on the unpaid volunteers and Reserve Police Officers.

PROPOSAL

Proposed Resolution No. 2025/26-03 would do all of the following:

1. Continue without change and republish the entire Payrate Schedule adopted on April 8, 2025, by Resolution No. 2024/25-05.
2. Include in the proposed Payrate Schedule the rates of compensation paid to the Administrative Assistant / Records Supervisor and the Records / Payroll Clerk retroactive to July 1, 2025. (See attached Payroll Action slips.)
3. Include in the proposed Payrate Schedule a 2% specialty compensation in addition to the regular rate of compensation paid for peace officer personnel for the time they are detailed to the Investigations Division as an Inspector.
4. Include in the proposed Payrate Schedule that all volunteers, including Reserve Police Officers, shall serve without any compensation whatsoever.
5. The Chief's salary increase approved on October 14, 2025, and included in the proposed Payrate Schedule, will not take effect until January 12, 2026, unless the Commission decides to appoint him as the permanent Chief before January 1, 2026, in which event the proposed Resolution would start his new salary on January 1, 2026, instead of January 12, 2026, which would be pursuant to a new employment contract that would become operative on January 1, 2026.

State law requires all agencies with public pensions to maintain and publish its payrate schedule. The proposed resolution would comply with that law.

CONCLUSION

I recommend that the Commission approve, adopt and pass proposed Resolution No. 2025/26-03 in the form attached to this Staff Report.

Respectfully submitted,

Paul M. Davis

(digitally signed)

Paul M. Davis, District Counsel

BROADMOOR POLICE PROTECTION DISTRICT

POLICE COMMISSION

RESOLUTION NO. 2025/26-04

**A RESOLUTION REVISING IN PART
THE DISTRICT'S PAYRATE SCHEDULE
EFFECTIVE JANUARY 1, 2026**

WHEREAS, the District is a public entity that contracts with CalPERS for pension benefits. Public Employees Retirement Law requires that a contracting agency's governing body must approve publicly available pay schedules (as defined in California Code of Regulations, Title 2, Section 570.5) in accordance with public meeting laws; and,

WHEREAS, publicly available pay schedules substantiate base pay rates established under Government Code §7522.34 for use in pension calculations and must convey base salary information for all classifications and titles; and,

WHEREAS, on April 8, 2025, Resolution No. 2024/25-05 was passed and adopted that approved a revised Payrate Schedule retroactive to July 1, 2024; and,

WHEREAS, Resolution No. 2024/25-05 does not include the rate of compensation paid to either the Administrative Assistant / Records Supervisor or the Payroll / Records Clerk; and,

WHEREAS, Resolution No. 2024/25-05 does not include a specialty assignment compensation of 2% the regular compensation in addition to the regular compensation for those personnel assigned to the Investigations Division as Inspectors; and,

WHEREAS, Resolution No. 2024/25-05 does not include the salary increase of the Chief of Police / District Manager that was approved on October 14, 2025; and,

WHEREAS, Resolution No. 2024/25-05 does not include non-compensated volunteers and Reserve Police Officers.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

SECTION 1. The rate of compensation paid to Administrative Assistant / Records Supervisor and the Payroll / Records Clerk is set forth in the attached Payrate Schedule, which is retroactive to July 1, 2025.

SECTION 2. The rate of compensation of those sworn personnel identified in Resolution No. 2024/25-05, which is restated in its entirety in this Resolution, remains unchanged.

SECTION 3. All sworn personnel who are assigned to the Investigations Division as an Inspector shall receive a special compensation of 2% in addition to their regular rate of compensation for the time they are assigned to the Investigations Division as an Inspector.

SECTION 4. All volunteer personnel, including Reserve Police Officers, shall receive no compensation or benefits of any kind for their volunteer service.

SECTION 5. Resolution No. 2024/25-05 does not include the annual salary of the Chief of Police/District Manager, which, on October 14, 2025, at the Regular Meeting of the Police Commission in Open Session, was increased to \$175,000, effective January 12, 2026, which is included in the Payrate Schedule attached hereto.

SECTION 6. The rate of compensation to be paid to the Administrative Assistant / Records Supervisor and the Records / Payroll Clerk pursuant to the attached Payrate Schedule shall be retroactive to July 1, 2025.

SECTION 7. The attached Payrate Schedule shall become operative on January 1, 2026, with the exception of the rate of compensation paid to the Chief of Police, which shall not become operative until January 12, 2026; provided, however, if the Interim Chief of Police/Interim District Manager is appointed Chief of

Police/District Manager prior to January 1, 2026, such rate of compensation shall become operative on January 1, 2026, instead of January 12, 2026.

SECTION 8. The attached Payrate Schedule is hereby approved and adopted.

PASSED and **ADOPTED** in Open Session this 9th Day of December 2025.

Ayes:

Nays:

Abstain / Absent:

Attest:

Michael P. Connolly
Interim Chief of Police / District Manager

Hon. Andrea M. Hall, Secretary

BROADMOOR POLICE PROTECTION DISTRICT
SALARY PAY SCHEDULE
EFFECTIVE JANUARY 1, 2026

CLASSIFICATIONS	HOURLY	BI-WEEKLY	MONTHLY	ANNUALLY
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Police Officer II (42 hr. week)	\$47.12	\$3,958.42	\$8,576.57	\$102,918.82
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Police Officer I (42 hr. week)	\$43.80	\$3,678.82	\$7,970.78	\$95,649.37
5% Intermediate Certificate	\$45.99	\$3,862.76	\$8,369.32	\$100,431.84
7.5% Advanced Certificate	\$47.08	\$3,954.73	\$8,568.59	\$102,823.08
Inspector (42 hr. week)	Above salary + 2%	Above salary + 2%	Above salary + 2%	Above salary + 2%
Admin. Ass't./Records (32 hr. wk.)	\$49.94	\$3,196.16	\$6,925.01	\$83,100.12
Payroll Clerk (19 hrs. week max.)	\$31.22	Hourly only	Hourly only	Hourly only
Reserve Police Officer	No compensation	No compensation	No Compensation	No compensation
Volunteer in Policing (VIP)	No compensation	No compensation	No compensation	No compensation



PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You" or "Your"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1. We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2. The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1. All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses, unless expressly stated otherwise in Your order.

2.2. If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3. You understand that You may receive multiple invoices for the Services. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, available at <https://www.oracle.com/contracts/cloud-services>.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2. You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3. You have the authority to and do grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4. Except as permitted by this Agreement or Your order, You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party.

4. NONDISCLOSURE

4.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1. In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <https://www.oracle.com/contracts/cloud-services>.

5.2. To the extent Your Content includes Personal Information (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as defined below)), Oracle will furthermore comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (i) is available at <https://www.oracle.com/contracts/cloud-services> and is incorporated herein by reference, and (ii) will remain in force during the Services Period of Your order. In

the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3. Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Information) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement and/or Your order. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security or confidentiality of such content outside of Oracle's control.

5.4. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any data that imposes specific data security, data protection, or regulatory obligations on Oracle in addition to or different from those specified in the Data Processing Agreement, Service Specifications or this Agreement. If Your Content includes any of the foregoing data (e.g., certain regulated health or payment card information), Oracle will process such data only pursuant to the terms of Your order, the Data Processing Agreement, Service Specifications and this Agreement. You are responsible for complying with Your specific regulatory, legal or data security obligations which may apply to such data. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security, data protection or regulatory requirements applicable to such data.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill and in all material respects as described in the Service Specifications (the "Services Warranty"). If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.3. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE ORACLE

PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

If a third party makes a claim against either You or Oracle ("Recipient," which may refer to You or us, depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider," which may refer to You or us depending on which party provided the Material) infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.1. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days' prior written notice, terminate the order and refund any unused, prepaid fees for the Services under the terminated order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.2. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded (and the Recipient has been notified in writing of the new version), if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3. This Section 8 provides the parties' exclusive remedy for any claims or damages under Section 8.1.

9. TERM AND TERMINATION

9.1. Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. Even if terminated, this Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2. Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3. We may suspend Your and/or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; (c) there is a violation of the Acceptable Use Policy; or (d) You provided false account or payment information or Your digital payment method is refused. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. For Services with the applicable operational capability, Oracle will

use reasonable efforts to limit any suspension only to the portion of the Services related to the issue causing suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your payment obligations.

9.4. If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach (provided in accordance with Section 16.1 below), then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of this Agreement, this Agreement and any orders that have been placed under this Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the terminated order(s) plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement and/or Your order, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, we will delete any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD PARTY CONTENT, SERVICES AND WEBSITES

10.1. The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Content or Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2. Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. We disclaim all liabilities arising from or related to Third Party Content.

10.3. You acknowledge that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (b) features of the Services that interoperate with Third Party Services, such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. Any change to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE-PROVIDED SOFTWARE

11.1. We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing

in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2. We may (a) compile statistical and other information related to the performance, operation and use of the Services, and (b) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). We retain all intellectual property rights in Service Analyses.

11.3. We may provide You with the ability to obtain certain Oracle-provided Software (as defined below) for use with the Services. Unless we specify that separate terms will apply to Oracle-provided Software, any Oracle-provided Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use, and allow Your Users to use, such Oracle-provided Software, subject to the terms of this Agreement and Your order, solely to facilitate Your authorized use of the Services. Your right to use any Oracle-provided Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle-provided Software. Your right to use any part of the Oracle-provided Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. HARDWARE DEVICES

The terms in this Section 12 (Hardware Devices) only apply to an order which includes a Hardware Device.

12.1. Your order may include a Hardware Device (as defined below), which You may use with the applicable Services as described in the Service Specifications. The terms of this Agreement and Your order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software (both as defined below), unless expressly stated otherwise in this Section 12, or if the terms by their nature would be inapplicable to Hardware Devices.

12.2. We provide a limited warranty for Hardware Devices as described in the Oracle Hardware Warranty available at <http://www.oracle.com/contracts/hardware>. Any changes to the Oracle Hardware Warranty will not apply to Hardware Devices ordered prior to such change.

12.3. We provide technical support services for Hardware Devices as described in the Service Specifications and/or Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided (available at <http://www.oracle.com/contracts/hardware>), as applicable.

12.4. With respect to our indemnification for Hardware Devices under Section 8, notwithstanding the provisions of Section 8.2, if we believe or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, we may choose to either replace or modify the Hardware Device (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, we may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

12.5. "Hardware Device" is defined as hardware that meets both of the following requirements: (a) the hardware is managed by or used as part of the Services, and (b) the hardware is designated as a Hardware Device by Oracle. Title to Hardware Devices will transfer to You upon delivery to You unless otherwise specified in Your order.

12.6. "Operating System" refers to the software that manages the Hardware Device. You have the right to use the Operating System delivered with the Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to the terms of the license agreement(s) delivered with or on the Hardware Device. Current versions of the license agreements are located in the documentation for the Hardware Device.

12.7. "Integrated Software" refers to any software or programmable code that is embedded or integrated in a Hardware Device and enables the functionality of the Hardware Device. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, development tools, or system management software or other code that is separately licensed by us or a third party. You have the limited, non-exclusive right to use Integrated Software

delivered with a Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to any terms delivered with or on the Hardware Device and/or in the applicable documentation.

12.8. We or our licensors retain all ownership and intellectual property rights in and to the Operating System and Integrated Software. The Hardware Device may contain or require the use of third party technology that is provided with or pre-installed on the Hardware Device. Third party technology is licensed under terms which we may provide to You (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or (iv) in the notice files. Your right to use this third party technology under separate license terms are not restricted in any way by this Agreement. We do not warrant or provide any technical support services for this third party technology.

12.9. The Operating System or Integrated Software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms. Your rights to use the Operating System and Integrated Software under such terms are not restricted in any way by this Agreement. The appropriate terms associated with these separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System and Integrated Software. For software (i) that is part of the Operating System or Integrated Software and (ii) that You receive from us in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for the software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

13. EXPORT

13.1. Export control and economic sanctions laws and regulations ("export laws") of the United States and any other relevant local export laws apply to the Oracle Products and Services ordered under this Agreement. Such export laws govern use of the Oracle Products and Services (including technical data) and any Oracle products or services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Oracle products or services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

14. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including, without limitation, an embargo, economic sanction or the denial or cancellation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written agreement. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

15. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

16. NOTICE

16.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

16.2. We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You (a) by electronic mail to Your e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16.3. You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Data Processing Agreement (and certain other Service Specifications made available by Oracle) at <http://www.oracle.com/contracts/cloud-services>.

17. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services or any interest in the Services to another individual or entity.

18. OTHER

18.1. We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

18.2. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Even if recommended by us, we are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts or omissions of any business partner or third party, unless the business partner or third party is providing Services as our subcontractor or is otherwise engaged by Oracle in connection with performance of its obligations under this Agreement, and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

18.3. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

18.4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

18.5. Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

19. ENTIRE AGREEMENT

19.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Oracle Products and Services ordered by You and supersedes all prior or contemporaneous agreements, proposals, negotiations, demonstrations or representations, written or oral, regarding such Oracle Products and Services.

19.2. It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document, and no terms included in

any such purchase order, portal, or other non-Oracle document shall apply to Your order. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

20. AGREEMENT DEFINITIONS

20.1. **"Oracle-provided Software"** means any software agent, application or tool that Oracle makes available to You specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

20.2. **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle-provided Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

20.3. **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

20.4. **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

20.5. **"Users"** means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

20.6. **"Your Content"** means all software, data (including Personal Information), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle-provided Software, other Oracle Products and Services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

21. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

Company Name: Broadmoor Police Department

Oracle America, Inc.

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Agreement No.: US-CSA-COR-1224835082.a1

FOR DISCUSSION ONLY

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Your Name	Broadmoor Police Department	Your Contact	Dominic Gamboa
Your Location	388 Eighty -- Eighth Street	Phone Number	(650) 755-3840
	Broadmoor CA 94015	Email Address	dgamboa@pd.broadmoor.ca.us

New Subscription

Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B95768 - Oracle Public Safety Personal Communication System - Phone	US Government	15	36 mo	0.00	0.00
B95885 - Oracle Public Safety Records Management System - Sworn Officer	US Government	34	36 mo	0.00	0.00
B108631 - Oracle Public Safety Learning Subscription - Hosted Named User	US Government	70	36 mo	0.00	0.00
B95766 - Oracle Public Safety Dispatch Command Center System - Workstation	US Government	2	36 mo	0.00	0.00
Subtotal					0.00

License Subscription	Quantity	Term	Unit Net Price	Net Fee
B99157 - Oracle Public Safety License Subscription, NCIC Powered by CommSys, Standard, Region 1, (Up to Quantity) - Sworn Officer	225	36 mo	0.00	0.00
Subtotal				0.00

Fee Description	Net Fee
Cloud Services Fees	0.00
CommSys Subscription Fees	0.00
Other Fees	0.00
Net Fees	0.00
Total Fees	0.00

A. TERMS OF YOUR ORDER

1. Applicable Agreement

a. This order incorporates by reference the terms of the Public Sector Agreement for Oracle Cloud Services US-CSA-COR-1224835082.a1, and all amendments and addenda and supplemental terms thereto, including the CJIS STCs specified in section A.2 below, (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

b. Linking Language. You acknowledge and agree that the terms and conditions of this ordering document are contingent upon the execution of the Agreement between the parties on or prior to the last signature date of this ordering document. If the parties do not execute the 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. Applicable Supplemental Terms

Criminal Justice Information Services Supplemental Terms and Conditions ("CJIS STCs") which are attached to the Service Specifications applicable to Cloud Services.

You acknowledge and agree that you have read and understand the CJS STCs which are attached to the Services Specifications for the products and service are being purchased hereunder and which may be accessed at: <http://www.oracle.com/contracts>.

3. Service Specifications

The Service Specifications applicable to the Services ordered may be accessed at <http://www.oracle.com/contracts>. To the extent Your Cloud Services include AI Functionality, the Service Specifications for such Cloud Services include the Oracle Artificial Intelligence Terms.

4. Payment Terms

Net 30 days from invoice date

5. Pricing, Invoicing, and Payment Options

a. In addition to the prices listed in the table(s) above section A, Oracle will invoice you for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.

b. You understand that you may receive multiple invoices for the products and/or services you ordered.

c. Invoices will be submitted to you pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

6. Currency

US Dollars

7. Offer Valid through

a. 30-NOV-2026

8. Territory

a. You have ordered Cloud Services, and/or CommSys Subscription specified in the table(s) above section A for use in the United States.

b. The Hardware Device (including but not limited to Public Safety Suite Hardware Components) included on this ordering document shall be installed only in the United States.

9. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

B. TERMS FOR CLOUD SERVICES

The following terms and conditions apply to the Cloud Services specified in the tables above section A.

1. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then:

- the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services.

2. Payment Frequency

- Cloud Services Payment Frequency: Quarterly in Arrears

3. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

4. Optional Renewal Period

You shall have the option to renew the same services listed in the table above section A at the same usage limits for one (1) additional 36-month renewal period ("Option Renewal Period") for the **total net fee of \$75,168.00**, which shall be the sum of the following annual amounts:

- Option Year 1 \$25,056.00
- Option Year 2 \$25,056.00
- Option Year 3 \$25,056.00

Professional Services are not included in the Option Renewal Period.

The cloud services listed in the tables above section A may not be renewed at the Option Renewal Period pricing specified above if (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services specified in this ordering document.

C. TERMS FOR COMMSYS SUBSCRIPTION

You have ordered CommSys subscription ("**CommSys Subscription**") for the duration of the Services Period specified in the tables above section A. The following terms and conditions apply to the CommSys Subscription specified in the tables above section A.

1. CommSys Terms and Conditions

Oracle is authorized to sublicense the use of the CommSys Subscription specified in the tables above section A to You subject to the terms and conditions of this ordering document. By signing this ordering document, you acknowledge and agree that your use of the CommSys Subscription is subject to the non-negotiable terms and conditions set forth in the CommSys Flow Down End User License Terms and Conditions ("**CommSys Terms and Conditions**") attached hereto as Exhibit A.

2. Commencement and Acceptance Date

For the CommSys Subscription, the commencement and acceptance date is the date on which the installation of the CommSys Subscription has been completed and the license key has been delivered to You by CommSys to allow you to access the CommSys Subscription. For the Consulting Services, the acceptance date is the date on which the installation of the CommSys Subscription has been completed.

3. Payment Frequency

CommSys Subscription Payment Frequency: Quarterly in Arrears

4. No Auto-Renewal

Notwithstanding any statement to the contrary in the CommSys Terms and Conditions, the parties expressly agree that the CommSys Subscription acquired under this order will not Auto-Renew.

D. ADDITIONAL ORDER TERMS

1. Free Services

You acknowledge and confirm that you are permitted by all applicable laws, regulations, policies and directives to participate in and to accept the Cloud Services and the associated consulting and implementation services (collectively "Services") and that this does not constitute an unlawful gift, benefit or inducement by Oracle to you to enter into this order or any other agreement for any Oracle products and services. The Service is not provided as an inducement or reward for the purchase, use, endorsement or recommendation of, or testimonial for, any Oracle product or service, and is not contingent on the purchase of any Oracle product or service by You, or any other performance by You other than the terms set forth herein.

Exhibit A

CommSys Flow Down End User License Terms and Conditions

CommSys California, LLC, an Ohio limited liability company ("**CommSys**") is the licensee of certain components (the CommSys Subscription) configured for use with the Oracle Public Safety Suite Cloud Services (collectively, the "**Services**") which are permitted to be sublicensed to you and your authorized users (collectively, "**You**" or "**you**") by Oracle America, Inc., a Delaware corporation ("**Oracle**") under the Agreement and the ordering document (collectively, the "**License Agreement**").

As a condition to the grant to you under the License Agreement of a sublicense to use the CommSys Products (as defined below), and in addition to the restrictions on the scope and use of the sublicense grants contained in the License Agreement, CommSys requires that all users agree that the CommSys Products are subject to the restrictions, terms, and conditions set forth herein (the "**CommSys Terms and Conditions**"), which are made between CommSys and you. In the event of any inconsistency or conflict between these CommSys Terms and Conditions and the terms of the License Agreement, these CommSys Terms and Conditions shall govern with respect to your use of the CommSys Products.

"CommSys Products" shall mean all products and programs of CommSys and CommSys, Inc., an Ohio corporation and affiliate of CommSys (the "Parent Entity"), and all online help files and written instructions, including user guides and manuals provided by CommSys regarding the loading, use, storage, and display of the CommSys Products (collectively, the "**Documentation**") related thereto, whether referred to as "software", "firmware", "services", or otherwise, wherever resident on any media, and whether separately licensed, sublicensed, furnished as a part of equipment, or provided as a result of software services, and further may include programs and related documentation that are owned by third parties and distributed by CommSys and/or the Parent Entity under license from the owner thereof.

Your use of the CommSys Products pursuant to the License Agreement is subject to your strict compliance with the following CommSys Terms and Conditions, and by using the CommSys Products, you hereby acknowledge and agree as follows:

- (a) All rights to use the CommSys Products are limited, non-exclusive, non-transferable, and non-sublicensable. You shall have no title to, or otherwise obtain any rights or interests in, the CommSys Products other than the limited sublicense to use such CommSys Products in accordance with the License Agreement.
- (b) All confidential, proprietary, or trade secret information associated with the CommSys Products, including, but not limited to, all software programs, object code, source code, application programming interfaces, products, research, technical knowledge and information, know-how, specifications, processes, the human-readable technical information for the CommSys Products, including scripts and/or data files and structures, databases and their contents, data, database schema, database stored procedures, metadata, forms, registry values and structure, configuration files, including XML in any form such as HTML and XHTML, and all Documentation, including all diagrams, flow charts, instructions, implementation notes, installation checklists, and commentary, is the confidential and proprietary information of CommSys and Parent Entity (collectively, "Confidential Information"), and you shall abide by and maintain, and not remove, deface, or destroy, any proprietary markings on any of the CommSys Products or Confidential Information.
- (c) You may not make any copies of the CommSys Products or Confidential Information. You may use the CommSys Products only for the purposes of and strictly in accordance with the provisions of the License Agreement (as it pertains to the CommSys Products) and the CommSys Terms and Conditions, and you shall not otherwise use, disclose, convey, disseminate, transfer, or assign any of the CommSys Products or Confidential Information.
- (d) You may not, directly or indirectly: (i) sell, resell, or distribute the CommSys Products on a stand-alone basis, or other than as integrated in the Services; (ii) allow the CommSys Products to be used in conjunction with or launched from within any other product other than the Services; (iii) re-brand, bundle, or re-label the CommSys Products, or use in any manner the CommSys Products with any software or products other than the Services; or (iv) use the CommSys Products for internal or third party production purposes or development of products or in violation of law.
- (e) You shall promptly notify Oracle of any actual or suspected use, disclosure, infringement, misappropriation, or unauthorized access of or to the CommSys Products or Confidential Information and shall provide reasonable assistance in the investigation and prosecution of such uses or disclosures.
- (f) You shall destroy all CommSys Products and Confidential Information if: (i) you cease to use the CommSys Products; (ii) the License Agreement terminates; or (iii) your rights to use the CommSys Products is terminated.
- (g) You shall not, directly or indirectly, nor cause or allow any other person to: (i) modify or translate into any other format or language any portion of the CommSys Products or Confidential Information; (ii) use any Confidential Information to create any item which is substantially similar to, competitive with, or performs the functions of any of the CommSys Products; (iii) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code for or other Confidential Information with respect to, any of the CommSys Products or Confidential Information; or (iv) modify, copy, reproduce, manufacture, adapt, create derivative works of, translate, localize, or port any of the CommSys Products or the Confidential Information; or (v) allow any employee, representative, consultant, agent, or other third party to engage in any of such conduct.
- (h) You agree that any item resulting from any actions under (g) above shall be the sole and exclusive property of CommSys and Parent Entity. You agree that all of the CommSys Products and Confidential Information are highly valuable to CommSys and Parent Entity, and that any breach of the CommSys Terms and Conditions would severely damage CommSys and Parent Entity, the extent of which damage would be difficult to ascertain, and therefore you agree that both of CommSys and Parent Entity are each separately a third-party beneficiary of the License Agreement, and in such capacity is entitled to seek, among other remedies, immediate injunctive and other equitable relief for any such breach.
- (i) Your right to use the CommSys Products shall terminate, and all use of the CommSys Products shall immediately cease: (A) upon the termination of the License Agreement; (B) in the event you cease to use the CommSys Products; or (C) in the event of a breach by you of any of these terms and conditions. These terms shall survive any such termination, including a termination of the License Agreement.

(j) You agree that no relationship of any kind other than that of sublicensor and sublicensee is created between you and CommSys, and that neither you nor CommSys will represent or hold out to be an agent, representative, employee, partner, or joint venture of the other, nor shall you or CommSys transact any business in the name of the other party nor on the other party's behalf, nor in any manner or form, make promises, representations, or warranties, or incur any liability for or on behalf of the other party.

(k) You may not assign any of your rights or obligations with respect to the CommSys Products or with respect to these CommSys Terms and Conditions.

(l) Your use of the CommSys Products is subject to the compliance by Oracle with its sublicense from CommSys to use the CommSys Products. CommSys has the right to terminate or suspend the sublicense of the CommSys Products to Oracle upon the breach by Oracle of the sublicense in accordance with the terms of such sublicense. Your rights to use the CommSys Products may be terminated or suspended without notice to you in the event of a breach by Oracle of its sublicense from CommSys or if such sublicense is terminated for any reason. CommSys shall have no liability or obligation to you resulting from such suspension or termination of its sublicense of the CommSys Products.

If you are any branch or agency of the United States Government or any other governmental agency, the use, duplication, or disclosure of the CommSys Products, the CommSys Intellectual Property, and CommSys' Confidential Information by you is subject to the restrictions set forth in subparagraph (c) of the Commercial Computer Software Restricted Rights clause of FAR 52.227-19, and the CommSys Intellectual Property and CommSys' Confidential Information shall be deemed to be "trade secrets," "competitive information," or otherwise protected information for purposes of any applicable trade secrets laws or so-called "sunshine laws".

ALL COMMSYS PRODUCTS ARE PROVIDED TO YOU "AS IS", AND COMMSYS AND ORACLE EACH HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES OF ANY NATURE WITH RESPECT TO THE COMMSYS PRODUCTS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANLIKE PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF ERROR-FREE OR UNINTERRUPTED OPERATION, ACCURACY, OR ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND FURTHER PROVIDED THAT NEITHER COMMSYS NOR ORACLE MAKES ANY REPRESENTATIONS OR WARRANTIES, OR ASSUMES ANY LIABILITIES, WITH RESPECT TO ANY THIRD PARTY PROGRAMS OR APPLICATIONS. IN NO EVENT SHALL COMMSYS OR ORACLE BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSSES OR DAMAGES ARISING OUT OF CLAIMS FOR PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, LOSS OF BUSINESS, GOODWILL, DATA, REVENUES, OR PROFITS, OR ARISING OUT OF THIRD PARTY ACTIONS, TORT CLAIMS, OR CLAIMS UNDER STATUTE, BREACH OF WARRANTY OR BASED ON CONTRACT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

Broadmoor Police Department		Oracle America, Inc.	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Broadmoor Police Department	Customer Name	Broadmoor Police Department
Customer Address	388 Eighty -- Eighth Street Broadmoor CA 94015	Customer Address	388 Eighty -- Eighth Street Broadmoor CA 94015
Contact Name	Dominic Gamboa	Contact Name	Dominic Gamboa
Contact Phone	(650) 755-3840	Contact Phone	(650) 755-3840
Contact Email	dgamboa@pd.broadmoor.ca.us	Contact Email	dgamboa@pd.broadmoor.ca.us



PROFESSIONAL SERVICES
ORDERING DOCUMENT

Ordering Document Number: US-22277039

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: Broadmoor Police Department Your Address: 388 Eighty-Eighth Street Broadmoor, CA 94015
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Oracle Representative:	Bob Johnson	Your Billing Contact:	Dominic Gamboa
Address:	7460 Warren Parkway, Suite 300 Frisco, TX 75034	Address:	388 Eighty-Eighth Street Broadmoor, CA 94015
Phone Number:	214-620-4276	Phone Number:	650-755-3840
Email Address:	bob.johnson@oracle.com	Email Address:	dgamboa@pd.broadmoor.ca.us

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

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$0.00	\$0.00	\$0.00
Total Fees and Estimated Expenses				\$0.00

A. TERMS

- Applicable Master Agreement:** This order incorporates by reference the Master Agreement **US-CSA-COR-1224835082.a1** and all amendments and addenda thereto (collectively, the "Master Agreement").
- Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at <https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf> apply to and are incorporated into this order.
- Payment Terms:** Net 30 days from invoice date.
- Currency:** US Dollars.
- Offer Valid through:** 30-SEP-2026.

The terms and pricing granted under this order are contingent on Your simultaneous execution of **US-CSA-COR-1224835082.a1**. **US-CSA-COR-1224835082.a1** may be accepted by Oracle even if this order is not signed. However, this order is not accepted unless **US-CSA-COR-1224835082.a1** is signed.

- Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
- Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.
- Rights Granted:**
Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and

deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your 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.

Broadmoor Police Department	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: Broadmoor Police Department
Ordering Document Number: US-22277039
Exhibit Number: One (1)

1. Description of Services.

Oracle will provide You with up to seventy (70) person days of technical and functional assistance with the following activities related to the enablement of Oracle Public Safety: Dispatch Command Center System, Personal Communication System, and Records Management System ("RMS"), collectively referred to hereafter as Oracle Public Safety Suite ("OPSS") (the "Services").

A. Engage Phase:

1. Conduct one (1) remote project kick-off workshop for up to two (2) hours, to review the project including:
 - a. Scope management;
 - b. Risk management;
 - c. Project overview;
 - d. Collaboration portal; and
 - e. Communication plan.
2. Create and provide an initial project work plan, to include the following:
 - a. Tasks, estimated task start and end dates, and estimated task durations;
 - b. Assigned resources from both parties; and
 - c. Known dependencies.
3. Conduct up to one (1) remote workshop for up to two (2) hours to review the scope and plan for each implementation area specified below:
 - a. Information technology/networking and security;
 - b. Configuration;
 - c. Data migration;
 - d. Interfaces; and
 - e. Training.

B. Focus Phase:

1. Conduct one (1) workshop for up to two (2) hours for each of the functional areas specified below, to review current processes and workflows:
 - a. System administration;
 - b. Dispatch;
 - c. Geographic information system ("GIS");
 - d. Mobile / devices;
 - e. Records management; and
 - f. Reporting and dashboards.

C. Refine Phase:

1. Guide You through the configuration of the following functional areas, based upon results from workshops in section 1.B.1, for up to thirty (30) person days as outlined in the project plan:
 - a. System administration;
 - b. Dispatch;
 - c. GIS;
 - d. Personal Communication System;
 - e. RMS; and
 - f. Reporting and dashboards.
2. Guide You through data migration configuration and completion of field mapping for the following third-party application:

Source System	Product Area	Functional Description	Data Format
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RIMS	Records	Record management data, core indices	American Standard Code for Information Interchange ("ASCII") datafile
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3. Provide up to eight (8) total person days of guidance on configuring integrations to the following third-party applications:

Source	Target	One-way or Bidirectional	Type of data	Trigger-based or Timed-interval
CommSys, NCIC	OPSS	Bidirectional	Core Index / CJIS	Trigger-based
OPSS	State of California, CIBRS	One-way or Bidirectional	RMS	Trigger-based
Agency-provided Versaterm file	OPSS	One-way	Dispatch	Trigger-based
OPSS	Axon	One-way	Dispatch or RMS	Trigger-based
OPSS	Karpel	One-way	RMS	Trigger-based

D. Enable Phase:

1. Conduct training sessions for up to three (3) person days, scheduled as mutually agreed, covering:
 - a. System administration;
 - b. Dispatch;
 - c. Personal Communication System; and
 - d. RMS.
2. Assist You with creating a Go Live plan.
3. Assist with Go Live cutover tasks to move You from Your legacy system(s) to the production OPSS environment.
 - a. Dispatch;
 - b. Personal Communication System; and
 - c. RMS.
4. Provide onsite OPSS Go Live assistance for up to sixty (60) hours delivered by two (2) resources over three (3) consecutive business days.

E. Live-Operate Phase:

1. Provide remote post Go Live assistance during normal working hours for up to forty (40) hours to be used within the first thirty (30) calendar days immediately following Go Live.
2. Facilitate the transition from Your Oracle Local Government implementation team to the Oracle Local Government support team.

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

- A. The Services are performed on a time and materials ("T&M") basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.
- B. Rates. For a period of eighteen (18) months from the ordering document effective date, the Services will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle's consulting rates in effect when the Services are performed.

Standard Rates	
Price Level	Hourly Rate
Managing Consultant	\$210.00
Advanced Consultant	\$150.00
Services Center Rates	
Price Level	Hourly Rate
Non-Services Advanced Consultant	\$210.00

- C. No Charge Services. As of the ordering document effective date and during the period ending one (1) year thereafter (the "expiration date"), You are entitled to receive up to a total of seventy (70) person days of the Services at no charge to be performed by a Managing Consultant Oracle resource and/or a Non-Services Advanced Consultant Oracle resource. A person day is defined as one (1) person working for up to eight (8) hours ("No Charge Services").

Once the No Charge Services have been consumed or have expired as of the expiration date, Oracle will cease performing the Services, unless You and Oracle agree in an amendment that Oracle will continue to provide the Services on a T&M basis at the rate specified above. Any portion of the No Charge Services that are not used prior to the Expiration Date will be automatically forfeited by You on the expiration date, with no further action required of either party, and You shall not be entitled to any refund, or any credit toward additional or other Services, for any unused portion of the No Charge Services.

You acknowledge and confirm that You are permitted by all applicable laws, regulations, policies and directives to accept the No Charge Services without a fee and such acceptance does not constitute an unlawful gift, benefit or inducement by Oracle to You to enter into this order or any other agreement for Oracle products and services. You agree that You will not accept the No Charge Services if You are not permitted to do so under any laws, regulations, policies and directives applicable to You.

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

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

4. Your Cooperation.

- A. Modify Your processes as necessary to align with the standard processes and standard functionality of OPSS.
- B. Conduct all organizational change management activities including, but not limited to, corporate communications, business process changes, procedural or policy changes, and business user readiness training.
- C. 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 OPSS. 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 Your internal users following the implementation.
 4. Assign adequate resources from Your organization during the project to participate, support, and respond to Oracle project efforts on behalf of Your goals and interests.
 5. Facilitate the necessary distribution of documentation or correspondence within Your organization.
 6. Document issues, assign ownership within Your organization, and coordinate with the Oracle Project Manager to ensure tasks are completed within project timeline.
- D. Ensure the Services will not be adversely impacted by other projects or initiatives underway at Your agencies/facilities. Oracle is not responsible for adverse impact to the Services arising from other concurrently scheduled projects or initiatives.
- E. Identify the participants and schedule discovery and implementation planning sessions with Your project team members.
- F. Enable administrator access for the Oracle project team to allow provisioning of Your OPSS instance prior to the commencement of Services.
- G. Provide necessary entitlements to access production data on your legacy system(s), as mutually agreed.
- H. Provide any necessary hardware and user credentials to support the performance of Services.
- I. Administer all the hardware (networks, servers, storage, etc.) owned by You, software, middleware, and any other infrastructure required to perform the Services.
- J. Be responsible for addressing and resolving functional and/or compatibility issues in Your environments that are not expressly included in the Services to be performed by Oracle.

- K. Configure vehicle global position system ("GPS") signal to connect to the Oracle Cloud Infrastructure.
- L. Configure network connectivity from Oracle Vehicle Communication System to Oracle Cloud Infrastructure in accordance with the project plan.
- M. Ensure vehicles identified for Oracle Vehicle Communication System replacement are available to designated vehicle outfitter for installations of Oracle Vehicle Communication System in accordance with the project plan.
- N. Provide Oracle with access to base-layer maps and all map layers, addresses, and points agreed upon.
- O. Allow access to Your data as mutually agreed in the project plan.
- P. You are responsible for all source and destination data validation.
- Q. You are responsible for completing all code mapping, data translations, and queries required for data migration.
- R. Assist Oracle in resolving technical concerns regarding legacy data structure, linkages, and formatting.
- S. Provide the necessary, appropriate, and clean data (ex: test data, configuration data) required by Oracle for the performance of Services.
- T. Provide a stable Wi-Fi or network connection for uploads and firmware updates.
- U. Be responsible for the configuration of necessary firewall rules, ports, or proxy settings for camera connectivity.
- V. Make required change requests to Your state department for state switch connectivity.
- W. You are responsible for ensuring that You are permitted to store Criminal Justice Information ("CJI") data in OPSS.
- X. Engage with third party vendors as needed to interface with OPSS to facilitate the signing of the Oracle Confidentiality Disclosure Agreement ("CDA") and the Oracle Interoperability Agreement ("IOA") required to build Your interfaces.
- Y. You are responsible for configuration of your Customer Premise Equipment ("CPE") to enable a secure site to site Virtual Private Network ("VPN") for certain interfaces requiring an Oracle connection to any CPE hardware or software.
- Z. You are responsible for the contractual relationships with agents and third parties that You engage to assist with the Services, and You shall ensure that such agents and third parties provide full and timely cooperation to the Oracle project team.
- AA. You are responsible for planning, executing, and managing all aspects of, training readiness, and OPSS system reviews, including preparing and executing test cases and plans, and reviewing test results.
- BB. You will not film or record any of Oracle's delivery of Services, Oracle resources, or any Oracle materials.
- CC. Ensure Your existing procedure and business process documentation is made available to Oracle prior to the configuration workshops.
- DD. 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.
- EE. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle.
- FF. You will accept all OPSS release updates.

5. Project Assumptions.

- A. A person day is defined as one (1) person working for up to eight (8) hours, which need not be continuous.
- B. Services will be performed on-site at Your Broadmoor, CA facility and remotely, as mutually agreed upon.
- C. The implementation methodology for this implementation will be Oracle's True Cloud Method ("TCM").
- D. All project documentation, presentations, and project communication will be in the U.S. English language.
- E. Oracle staffing will be all onshore, will be shared with other projects, and will work remotely as much as possible with any onsite work being mutually agreed by all parties.
- F. Normal working hours are 8:00 AM to 5:00 PM, in the time zone local to where Services are performed, Monday to Friday, excluding holidays.
- G. OPSS will be configured to make use of the base application capabilities as defined in the applicable Oracle product documentation. Oracle's attempt to address any gaps will be identified by proposing current system based or business process workarounds.
- H. Integration-related assumptions:
 - 1. If the effort to implement the third-party integrations identified by You exceeds the estimates in Section 1.C.3. 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 interoperability as described in the Description of Services section of this document.

- I. Data migrations will be managed through the Oracle Migration Center.
- J. Product issues will be reported using the Oracle Service Cloud ("OSvC") portal and will be addressed in accordance with Oracle Support policies.
- K. Issues with the OPSS environment will require a ticket to be created by You through the OSvC portal to allow the Oracle team to address it.
- L. 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. Agency information technology, networking, and other hardware activities.
 - 3. Integrations beyond what is explicitly described in this exhibit.
 - 4. Code customizations to OPSS.
 - 5. Data migration assistance beyond the activities described in this exhibit.
 - 6. Training and Go Live assistance beyond the activities described in this exhibit.
 - 7. Post Go Live Support beyond the activities described in this exhibit.
 - 8. Anything not expressly identified in Section 1 above.

FOR DISCUSSION ONLY

BROADMOOR POLICE DEPARTMENT							
OCTOBER 2026 COMMISSION MEETING							
September 2-30, 2026							
	DATE	TYPE	NUM	NAME	MEMO	ACCOUNT	AMOUNT
General Fund	09/08/2026	Check	10090	VERDANT	INV 906357980 CONTRACT ID 09778002	5638-UTILITIES	-164.79
	09/08/2026	Check	10091	VERDANT	INV 906357981 CONTRACT ID 9778000	5638-UTILITIES	-403.43
	09/09/2026	Check	10092	Flyers Energy, LLC	INVS 4696543 AND INV 4706623	5416-FUEL AND LUBRICATION	-2,103.07
	09/09/2026	Check	10093	SHI INTERNATIONAL CORP	STRATA CLOUD PRO SUBSCRIPTION, AI NETWORK SECURITY APPLIANCE,	5858-PROFESSIONAL CONTRACT SERV	-8,486.64
	09/09/2026	Check	10094	Sharp Electronics Corporation	INV 9005928667 USAGE TOTALS	5478-GENERAL CONTRACT	-299.92
	09/09/2026	Check	10095	Cintas	INV 8408545049	5876-PROFESSIONAL SPECIALIZED SERVICES	-191.75
	09/09/2026	Check	10096	Peninsula Uniforms	INV 223972 POTEAT	5121-UNIFORMS AND SAFETY EQUIP	-28.40
	09/09/2026	Check	10097	San Diego Police Equipment Co.	INV 669185 AMMO	5121-UNIFORMS AND SAFETY EQUIP	-4,008.24
	09/10/2026	Check	10098	EAGLE REFRIGERATION HEAT	INSPECTION ON CARRIER GAS PACK	5478-GENERAL CONTRACT	-120.00
	09/10/2026	Check	10099	SAN MATEO COUNTY FORENSIC LAB	INV 105206 AND 105176 FLAT FEE /PHLEBOTOMY SERVICES	5858-PROFESSIONAL CONTRACT SERV	-1,507.42
	09/10/2026	Check	10100	BOB NISHIYAMA INVESTIGATIONS	INV BPD005 OFFICER BACKGROUND	5876-PROFESSIONAL SPECIALIZED SERVICES	-1,621.86
	09/10/2026	Check	10101	VERDANT	INV 906481245 CONTRACT #9778004	5638-UTILITIES	-198.12
	09/10/2026	Check	10102	VERDANT	INV 906378421 CONTRACT ID 9778005	5638-UTILITIES	-366.75
	09/10/2026	Check	10103	VERDANT	INV 906382581 CONTRACT ID 9778001	5638-UTILITIES	-197.85
	09/10/2026	Check	10104	STATE COMPENSATION INSURANCE FUND	INV 1003922669 DUE 09/13/2026	6731-INSURANCE NON MEDICAL AND EDD	-2,709.75
	09/10/2026	Check	10105	ASTOUND	INV 103745901-0012430	5638-UTILITIES	-353.91
	09/10/2026	Check	10106	ASTOUND	INV 129949201-0012430	5638-UTILITIES	-844.94
	09/10/2026	Check	10107	San Diego Police Equipment Co.	INV 669353 AMMO	5121-UNIFORMS AND SAFETY EQUIP	-754.84
	09/10/2026	Check	10108	Porter Scott	INV 213340	5341-LEGAL SERVICES	-150.00
	09/10/2026	Check	10109	LexisNexis	INV 110352714 AUGUST 2026	5876-PROFESSIONAL SPECIALIZED SERVICES	-200.00
	09/10/2026	Check	10110	Cintas	AUGUST 2026	5876-PROFESSIONAL SPECIALIZED SERVICES	-191.75
	09/10/2026	Check	10111	NevTec	INV 47278 SEPT 2026	5858-PROFESSIONAL CONTRACT SERV	-2,310.45
	09/10/2026	Check	10112	City of Daly City	INV 4971 FINGERPRINT SURCHARGE	5638-UTILITIES	-56.00
	09/10/2026	Check	10113	City of Daly City	WATER BILL JULY AND AUGUST	5638-UTILITIES	-136.30
	09/10/2026	Check	10114	AT&T-Calnet	INV 25741120	5638-UTILITIES	-311.75
	09/10/2026	Check	10115	Experian	INV 600349675 AUGUST RENEWAL SERVICE CONTRACT 10/26-10/27	5876-PROFESSIONAL SPECIALIZED SERVICES	-225.00
	09/10/2026	Check	10116	Power Maintenance	INVS 10078017/10093893 WORK ON ALARM PANEL + SEPT 2026	5478-GENERAL CONTRACT	-2,500.00
	09/10/2026	Check	10117	AAA Smart Home	AUGUST FEES	5478-GENERAL CONTRACT	-786.70
	09/10/2026	Check	10118	Davis Law Firm	AUGUST FEES	5341-LEGAL SERVICES	-9,200.00
	09/14/2026	Check	10119	CA DEPT OF TAX AND FEE ADMINISTRATION	TAXES FOR PURCHASED EXPLORER	7311-VEHICLES & EQUIPMENT	-3,448.25
	09/14/2026	Check	10120	TURBO DATA SYSTEMS	INV 49678 JUNE 2026	5858-PROFESSIONAL CONTRACT SERV	-562.50
	09/14/2026	Check	10121	Bay Contract Maintenance, Inc.	SEPT 2026	5156-CLEANING & JANITORIAL SUPPLIES	-588.72
	09/14/2026	Check	10122	VERDANT	INV 906404473 CONTRACTID 9778006	5638-UTILITIES	-751.62
	09/14/2026	Check	10123	SANTA ROSA JUNIOR COLLEGE ACCOUNTING	INV AR26-01959 CARROLL FEB 9-11/2026	5838-EMP EXPENSE REIMBURSEMENT &	-68.50
	09/14/2026	Check	10124	TEA	INV 50037	5424-RADIO EQUIP MAINTENANCE &	-185.00

[illegible]

(1) TITLE OF DEPOSITING ORGANIZATION Broadmoor Police Department			(2) No. of Depositing Org. 02500			(3) Preparation Date 10/1/2026		(4) Reference Date		
(5) ACCOUNT DESCRIPTION			(6) C O D E S					(7) AMOUNT		
	Pay	Schedule	References	GL ORG.	GL Object	JL ORG.	JL Object	Dollars	Cents	
DMV LOCAL AGY COLLECTIONS AUGUST 2026			90-1342	2500	2658			257.00		
SMCO COURT - FINE COLLECTIONS AUGUST 2026			64-1278	2500	2658			509.87		
ST. OF CALIF., OVERPAYMENT TO DMV LIC# 1353223			90-1342	2500	2658			87.00		
CINTAS - REFUND/OVER CHARGE			21-773	2500	2658			191.75		
								\$1,045.62		
(8) Remark OCTOBER GENERAL FUND DEPOSIT							TOTAL DISTRIBUTION OF TOTAL			
								Cards	\$1,045.62	
								Checks		
								Coins		
								Currency		
								Wires		
								Other		
(9) I hereby certify that the total amount listed above represents collections received by me for the above named fund and during the period of 09/03/2026 - 10/01/2026 MICHAEL P. CONNOLLY, CHIEF OF POLICE DEPARTMENT HEAD				(10) The monies listed above have been received in the County Treasury. County Treasury By _____ DEPUTY			(11) I approved deposit of the above monies in the County Treasury. County Controller By _____ DEPUTY			