

ORDERING DOCUMENT

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

Name	OKC Municipal Facilities Auth	Contact	Accounts Payable
Address	100 North Walker Ste 200 OKLAHOMA CITY OK 73102	Phone Number	405-297-3332
		Email Address	stephen.fuller@okc.gov

New Subscription Term Through: 30-Jun-2026

Service Period: 52 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B91074 - Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Named User	NORTH AMERICA	60	52 mo	105.00	327,600.00
B91077 - Oracle Additional Application for Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Environment	NORTH AMERICA	3	52 mo	0.00	0.00
B91079 - Oracle Fusion Enterprise Resource Planning Cloud Service - Hosted Named User	NORTH AMERICA	75	52 mo	300.00	1,170,000.00
B86668 - Oracle Cloud Priority Support for SaaS	NORTH AMERICA	1	52 mo	4,088.40	212,596.80
B91082 - Oracle Fusion Procurement Cloud Service - Hosted Named User	NORTH AMERICA	20	52 mo	300.00	312,000.00
B91080 - Oracle Fusion Enterprise Resource Planning for Self Service Cloud Service - Hosted Named User	NORTH AMERICA	900	52 mo	9.60	449,280.00
B91083 - Oracle Fusion Procurement for Self Service Cloud Service - Hosted Named User	NORTH AMERICA	900	52 mo	3.84	179,712.00
B73948 - Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted 1K Records	NORTH AMERICA	10	52 mo	28.80	14,976.00
B91150 - Fusion ERP Analytics - Hosted Named User Per Month	Customer Selected	15	52 mo	135.00	105,300.00
Subtotal					2,771,464.80

Fee Description	Net Fee
Cloud Services Fees	2,771,464.80
Net Fees	2,771,464.80
Total Fees	2,771,464.80

A. Terms of Your Order

1. Applicable Agreement:

- a. US-GMA-208341 (which for the avoidance of doubt shall include Section 11. Choice of Law and Section 12. Choice of Venue)

2. Cloud Payment Terms:

- a. Net 30 days from invoice date

3. Cloud Payment Frequency:

- a. Quarterly in Arrears

Estimated SaaS Spend:

Year 1 - \$85,787.60
Year 2 - \$639,030.10
Year 3 - \$640,780.87
Year 4 - \$639,030.10
Year 5 - \$639,030.10

4. Currency:

- a. US Dollars

5. Offer Valid through:

- a. 17-May-2022

6. Service Specifications

- a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

7. Services Period

- a. 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, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. 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.

2. 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 whole or partial 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each whole or partial 12-month purchase order shall signify to Oracle that all funds for the given whole or partial 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.

3. Option Years

For clarification purposes, you shall have an option to renew your subscription for the same services listed in the table above at the same usage limits for five (5) additional 12-month renewal periods (each an "Option Year") for the fees specified below. Professional Services are not included in the Option Years.

Option Year 1: (commencing the day after the last day of the Services Period specified on this order): \$[Total 12-month annualized Cloud Services fees for the Services Period under this order] x 1.03

Option Year 2: \$[Total 12-month annualized Cloud Services fees for Option Year 1] x 1.03

Option Year 3: \$[Total 12-month annualized Cloud Services fees for Option Year 2] x 1.05

Option Year 4: \$[Total 12-month annualized Cloud Services fees for Option Year 3] x 1.05

Option Year 5: \$[Total 12-month annualized Cloud Services fees for Option Year 4] x 1.05

You must provide Oracle a minimum of 30 days notice prior to the expiration of a service term of your intent to exercise an Option Year and execute an order for the new option period prior to the expiration date of the existing services period. The Cloud Services listed above may not be renewed at the Option Year pricing listed 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 set forth in this order.

4. Terms

The following terms, as used in this order or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and "Master Agreement"; "Customer", "Client" "Company" and "You"; "Program Documentation" and "Documentation"; "Ordering Document" "order" and "Order Form"; "Services Term" and "Services Period"; "Your Data", "Company Data" and "Your Content".


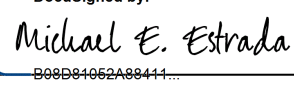
5. Service Specifications and Order Terms

"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 Data Processing Agreement described in this Order, all of which are available at www.oracle.com/contracts; (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 Services acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle Software: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

All Services listed on this order are provided by Oracle under, and subject to, the terms of this order, including the Agreement and all Oracle documents referenced in this order. As applicable, Oracle processes a customer's order after receipt of a purchase order, a valid credit card or payment via Paypal. Any terms and conditions on Your purchase order are void and have no legal effect. For Cloud Services, You may not reduce the quantity of Services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Agreement.

6. Order of Precedence

This order, including any subject matter addressed in the Service Specifications, shall supersede any inconsistent term, similar subject matter or scope of service delivery in the Agreement referenced above in Section A.1; however, unless expressly stated otherwise in this order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in this order, the Agreement or other Service Specifications. This order will control over the terms contained in any purchase order.

OKC Municipal Facilities Auth	Oracle America, Inc.
Signature 	Signature 
Name <u>David Holt</u>	Name <u>Michael E. Estrada</u>
Title <u>Chairman of OCMFA</u>	Title <u>NAMER Cloud Manager</u>
Signature Date <u>4/26/2022</u>	Signature Date <u>14-Apr-2022 2:12 PM PDT</u>

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	OKC Municipal Facilities Auth	Customer Name	OKC Municipal Facilities Auth
Customer Address	100 North Walker Ste 200 OKLAHOMA CITY OK 73102	Customer Address	100 North Walker Ste 200 OKLAHOMA CITY OK 73102
Contact Name	Accounts Payable	Contact Name	Accounts Payable
Contact Phone	405-297-3332	Contact Phone	405-297-3332
Contact Email	stephen.fuller@okc.gov	Contact Email	stephen.fuller@okc.gov