

## ORDERING DOCUMENT

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

<b>Name</b>	OKC Municipal Facilities Auth	<b>Contact</b>	Stephen Fuller
<b>Address</b>	200 N Walker Ave Oklahoma City OK 73102	<b>Phone Number</b>	405-297-3332
		<b>Email Address</b>	stephen.fuller@okc.gov

## New Subscription On or After: 27-Dec-2022 - Months 1 to 12

Service Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B95966 - EDU Fusion HCM Cloud Guided Learning Service - Hosted Employee	NORTH AMERICA	5000	12 mo	0.60	36,000.00
Subtotal					36,000.00

## Update Subscription: 2 months from Cloud Services Start Date - Months 3 to 11

Service Period: 9.23 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B95580 - EDU Fusion ERPM Cloud Guided Learning Service - Hosted Named User	NORTH AMERICA	900	9.23 mo	4.40	36,534.19
Subtotal					36,534.19

## New Subscription On or After 27-Dec-2022

Service Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B95508 - EDU Cloud Applications Senior Consultant User Adoption - Day	NORTH AMERICA	8	12 mo	1,931.25	15,450.00
Subtotal					15,450.00

Fee Description	Net Fee
Cloud Services Fees	87,984.19
<b>Net Fees</b>	87,984.19
<b>Total Fees</b>	87,984.19

## **A. Terms of Your Order**

### **1. Applicable Agreement:**

- a. US-GMA-208341

### **2. Cloud Payment Terms:**

- a. Net 30 days from invoice date

### **3. Cloud Payment Frequency:**

- a. Quarterly in Arrears

### **4. Currency:**

- a. US Dollars

### **5. Offer Valid through:**

- a. 31-Dec-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. 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".

### **2. 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.

### **3. Delayed Services Period**

Initiation of provisioning for Cloud Services You have ordered under this order shall occur as detailed in the table(s) above and, subject to payment of fees for the Cloud Services, the Services Period for these Cloud Services shall continue for the period specified in the Cloud Services table above, unless earlier terminated in accordance with the Agreement. Upon the date set forth in the previous sentence, Your first payment for Cloud Services will be due in accordance with Section A. At Your discretion You may request that the initiation of provisioning (and therefore the applicable Services Period) commence prior to the date set forth above.

### **4. 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](http://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.

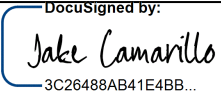
All Services listed on this order are provided by Oracle under, and subject to, the terms of this order, including the Agreement and all Oracle documents referenced in this order. As applicable, Oracle processes a customer's order after receipt of a purchase order, a valid credit card or payment via 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.

### **5. 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.

## 6. Data Processing Agreement Exclusion for EDU Cloud Services

The Oracle Data Processing Agreement does not apply to the Cloud Services that contain "EDU" as the prefix in the name of the Cloud Services because such Cloud Services only allow a customer to input certain personal information, such as its own employees' names and business contact details, for which Oracle serves as a data controller and not a data processor.

OKC Municipal Facilities Auth		Oracle America, Inc.	
Signature	<u>See attached signature page.</u>	Signature	 3C26488AB41E4BB...
Name	_____	Name	<u>Jake Camarillo</u>
Title	_____	Title	<u>Manager, Americas SSC, Deal Management</u>
Signature Date	_____	Signature Date	<u>28-Nov-2022   9:37 AM CST</u>
OKC Municipal Facilities Auth			
Signature	_____		
Name	_____		
Title	_____		
Signature Date	_____		

### BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	OKC Municipal Facilities Auth	Customer Name	OKC Municipal Facilities Auth
Customer Address	200 N Walker Ave Oklahoma City OK 73102	Customer Address	200 N Walker Ave Oklahoma City OK 73102
Contact Name	Stephen Fuller	Contact Name	Stephen Fuller
Contact Phone	405-297-3332	Contact Phone	405-297-3332
Contact Email	stephen.fuller@okc.gov	Contact Email	stephen.fuller@okc.gov

**APPROVED** by the Trustees and signed by the Chairman of The Oklahoma City  
Municipal Facilities Authority this 6th day of December, 2022.

**ATTEST:**

Amy K Simpson  
SECRETARY



Daid Holt  
CHAIRMAN

Jill Burnett  
ASSISTANT MUNICIPAL COUNSELOR