



## ORDERING DOCUMENT

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

|                |                                             |                      |                        |
|----------------|---------------------------------------------|----------------------|------------------------|
| <b>Name</b>    | City of Roswell                             | <b>Contact</b>       | Toni Gomez             |
| <b>Address</b> | 425 N Richardson Ave<br>ROSWELL NM<br>88201 | <b>Phone Number</b>  | +1 (575) 840-7383      |
|                |                                             | <b>Email Address</b> | t.gomez@roswell-nm.gov |

### New Subscription

| Services Period: 60 months                                                                                                              |                    |          |       |            |            |                |            |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------|-------|------------|------------|----------------|------------|
| Cloud Services                                                                                                                          | Data Center Region | Quantity | Term  | List Fee   | Discount % | Unit Net Price | Net Fee    |
| B110491 - Oracle NetSuite for Government Cloud Service, Utility Billing, Water and Waste (up to 10,000 customers) - Hosted Environment  | NORTH AMERICA      | 1        | 60 mo | 252,000.00 | 21.0       | 3,318.00       | 199,080.00 |
| B108187 - Oracle NetSuite for Government Cloud Service, Bill Capture - Each                                                             | NORTH AMERICA      | 1        | 60 mo | 35,940.00  | 21.0       | 473.21         | 28,392.60  |
| B95913 - Oracle NetSuite for Government Cloud Service, Basic Edition - Hosted Environment                                               | NORTH AMERICA      | 1        | 60 mo | 276,000.00 | 21.0       | 3,634.00       | 218,040.00 |
| B110492 - Oracle NetSuite for Government Cloud Service, Utility Billing, Water and Waste, Additional Customers - 1000 in Customer Count | NORTH AMERICA      | 10       | 60 mo | 48,000.00  | 21.0       | 63.20          | 37,920.00  |
| B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User                                      | NORTH AMERICA      | 99       | 60 mo | 291,060.00 | 21.0       | 38.71          | 229,937.40 |
| B94590 - Oracle NetSuite for Government Cloud Service, Premium Service Tier - Each                                                      | NORTH AMERICA      | 1        | 60 mo | 299,940.00 | 21.0       | 3,949.21       | 236,952.60 |
| B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each                                                       | NORTH AMERICA      | 1        | 60 mo | 29,940.00  | 21.0       | 394.21         | 23,652.60  |

| Services Period: 60 months                                                   |                    |          |       |              |            |                |              |
|------------------------------------------------------------------------------|--------------------|----------|-------|--------------|------------|----------------|--------------|
| Cloud Services                                                               | Data Center Region | Quantity | Term  | List Fee     | Discount % | Unit Net Price | Net Fee      |
| B95922 - Oracle NetSuite for Government Cloud Service, Payroll - 5 Employees | NORTH AMERICA      | 130      | 60 mo | 507,000.00   | 21.0       | 51.35          | 400,530.00   |
| <b>Subtotal</b>                                                              |                    |          |       | 1,739,880.00 |            |                | 1,374,505.20 |

| Fee Description     | Net Fee      |
|---------------------|--------------|
| Cloud Services Fees | 1,374,505.20 |
| <b>Net Fees</b>     | 1,374,505.20 |
| <b>Total Fees</b>   | 1,374,505.20 |

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

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

a. This ordering document incorporates by reference the NASPO ValuePoint Master Agreement US-GMA-1301562 (AR2487) by and between Oracle America, Inc. ("Oracle") and the State of Utah, as the lead state, and the Participating Addendum US-GMA-1301562 (AR2487)\_PA\_RoswellNM by and between Oracle and the City of Roswell, NM, (collectively, the "Agreement").

### **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-MAY-2025

### **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. 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", "Services Order", "order" and "Order Form"; "Services Term" and "Services Period"; "Your Data", "Client Data", "Company Data" and "Your Content".

### **3. 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 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 Services 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.

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. 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.

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.

### **4. 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.

## 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. Optional Renewal Period for Cloud Services

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 \$496,334.84, which shall be the sum of the following annual amounts:

- Option Year 1 \$165,444.95
- Option Year 2 \$165,444.95
- Option Year 3 \$165,444.95

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.

|                 |                      |                             |
|-----------------|----------------------|-----------------------------|
| City of Roswell | Oracle America, Inc. | DocuSigned by:              |
| Signature       | Signature            | Jake Camarillo              |
| Name            | Name                 | Jake Camarillo              |
| Title           | Title                | Manager, Customer Deal Desk |
| Signature Date  | Signature Date       | 30-Apr-2025   1:31 PM CDT   |

### BILL TO / SHIP TO INFORMATION

| Bill To          |                                             | Ship To          |                                             |
|------------------|---------------------------------------------|------------------|---------------------------------------------|
| Customer Name    | City of Roswell                             | Customer Name    | City of Roswell                             |
| Customer Address | 425 N Richardson Ave<br>ROSWELL NM<br>88201 | Customer Address | 425 N Richardson Ave<br>ROSWELL NM<br>88201 |
| Contact Name     | Toni Gomez                                  | Contact Name     | Toni Gomez                                  |
| Contact Phone    | +1 (575) 840-7383                           | Contact Phone    | +1 (575) 840-7383                           |
| Contact Email    | t.gomez@roswell-nm.gov                      | Contact Email    | t.gomez@roswell-nm.gov                      |