

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

Master Agreement #: AR2487

Contractor: **ORACLE AMERICA, INC.**

Participating Entity: City of Roswell, NM

Oracle America, Inc. ("**Oracle**") and the State of Utah, Division of Purchasing, are parties to that certain NASPO ValuePoint Master Agreement for Cloud Solutions, effective March 1, 2017 (contract # AR2487, the "Master Agreement"). This Participating Addendum (this "Addendum" or "PA") to the Master Agreement is between Oracle, as Contractor, and City of Roswell, NM (the "Participating Entity" and the "Purchasing Entity"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Master Agreement.

The following products or services are included in this contract portfolio:

- Oracle products and services listed in Attachment B of the Master Agreement that are commercially available at the time of the order.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** led by the State of Utah for use by Participating Entity and is entered into with the prior approval of the State's Chief Procurement Official.
2. Participation: Participating Entity may order Services from Oracle in accordance with the terms and conditions of this Addendum. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Participating Entity represents and warrants that it has obtained approval of its participation, as required by Section 20.g of Attachment A of the Master Agreement, from the Chief Procurement Official of New Mexico.

By placing an Order under this Addendum, the Purchasing Entity agrees to be bound by the terms and conditions of this Addendum, including the Master Agreement. The Purchasing Entity shall be responsible for its compliance with and breach(es) of such terms and conditions.
3. Term/Termination: Orders may be placed under this Addendum for the period commencing upon the Effective Date (as defined below) and ending on the earliest of (i) September 15, 2026, (ii) the date of expiration or termination of the Master Agreement, or (iii) the date of expiration or termination of this Addendum. This Addendum may be terminated by either party upon 30 days written notice.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name:	Michael Estrada
Address:	613 N.W. Loop 410, Suite 1000, San Antonio, TX 78216
Telephone:	(210) 536-9415
Fax:	N/A
Email:	michael.e.estrada@oracle.com

Participating Entity

Name:	Toni Gomez
Address:	425 N Richardson Avenue, Roswell, NM 88201
Telephone:	(575) 624-6700
Fax:	N/A
Email:	t.gomez@roswell-nm.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☒ No changes to the terms and conditions of the Master Agreement are required.

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions.

6. Resellers: No Resellers are eligible to resell Services to the Purchasing Entity under this Addendum.

7. Orders:

- a. Any Order placed by the Purchasing Entity for Service available under the Master Agreement and this Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement and this Addendum, unless the parties to the Order agree in writing that another contract or agreement applies to such Order.
- b. Orders and payments may be made directly to Oracle. Orders are to be submitted as directed to Oracle's sales representative. After the contents of an Ordering Document have been mutually agreed upon, Oracle and the Purchasing Entity shall sign the Ordering Document, and payments shall be submitted in accordance with such Ordering Document and applicable Oracle invoice.

8. Entire Agreement:

- a. Notwithstanding anything to the contrary set forth in the Master Agreement, by placing an order under this Addendum, the Purchasing Entity agrees that this Addendum and any

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information that is incorporated by written reference into this Addendum or the applicable ordering document (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the Services ordered by such Purchasing Entity and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

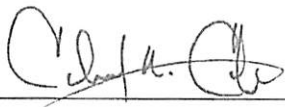
- b. It is expressly agreed that the terms of this Addendum and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Services ordered.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: City of Roswell	Oracle America, Inc.
Signature: 	Signature: DocuSigned by: <i>Dapo Lawal</i> CFEB048A0EA14D5
Name: <i>Chad Cole</i>	Name: Dapo Lawal
Title: <i>City Manager</i>	Title: Contracts Manager, Deal Mgmt.
Date: <i>4/16/2025</i>	Date: 16-Apr-2025 3:06 PM PDT

Effective Date of this Addendum: April 16, 2025

For Oracle Internal Use:
Oracle agreement reference number: US-GMA-1301562 (AR2487)_PA_RoswellINM