



**PROFESSIONAL SERVICES
ORDERING DOCUMENT**

Ordering Document Number: US-18454176

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: City of Grand Rapids Your Address: 420 N. Pokegama Avenue Grand Rapids, MN 55744
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Oracle Representative: Matt Sorrell	Your Billing Contact: Laura Pfeifer
Address: 2300 Oracle Way Austin, TX 78741	Address: 420 N. Pokegama Avenue Grand Rapids, MN 55744
Phone Number: 262-385-8474	Phone Number: 218-326-7619
Email Address: matt.sorrell@oracle.com	Email Address: lpfeifer@grandrapidsmn.gov

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	\$9,009.00	\$0.00	\$9,009.00
Total Fees and Estimated Expenses				\$9,009.00

A. TERMS

- Applicable Master Agreement:** This order incorporates by reference the Master Agreement US-CSA-CPQ-3201888 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:** 14-MAY-2025.
- 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.

City of Grand Rapids	Oracle America, Inc.
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	<i>{to be completed by Oracle}</i>

Your Name: City of Grand Rapids
Ordering Document Number: US-18454176
Exhibit Number: 1

1. Description of Services.

- A. Oracle will provide up to seven (7) person days of assistance with the following activities related to Your Oracle NetSuite for Government Cloud Service hosted environment (“the Services”):
1. Configuration of the following third-party integration:

Name of third party	Type of data	One-way Import/Export / Bidirectional	Frequency	Method (Application Programming Interface (“API”) / Flat file)
Schedule AnyWhere	Employee name, Employee ID/Number, and Hours worked	One-way import	Scheduled	API

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 twelve (12) months from the ordering document effective date, the Services will be provided at the rate of \$157.50 per hour. 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.
- C. 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. 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 NetSuite for Government. Responsibilities include but are not limited to:
1. Providing user feedback during configuration and validation;
 2. Being available as needed during the project to answer Oracle’s questions and provide business decisions; and
 3. Providing on-going support to internal users following performance of the Services.
- B. Modify Your processes as necessary to allow NetSuite for Government to work optimally for Your organization.
- C. Ensure that Your technical and functional resources have the necessary internal process knowledge and are empowered to make decisions.
- D. Ensure that Your team members are dedicated to completing their tasks related to these Services.
- E. Be responsible for planning, executing, and managing all aspects of end-to-end and final reviews, including customizing the Oracle provided templates to prepare and execute test cases and plans and reviewing test results.
- F. You will accept Oracle NetSuite for Government release upgrades.
- G. You will not film or record Oracle’s delivery of Services, Oracle resources, or any Oracle materials.
- H. Notify Oracle within two (2) business days regarding any inaccuracies or incomplete information in project documentation provided by Oracle to You.

- I. 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.
 - J. Manage the post-production maintenance and support of Your Oracle NetSuite for Government hosted environment.
 - K. Integration-related cooperation:
 - 1. For each third-party, You must provide integration specifications, third-party requirements, and have a live operating environment in place in order for the implementation team to deliver the Services.
 - 2. You will be live in production on all of Your third-party applications to be integrated with NetSuite for Government at least six (6) months prior to the planned "go-live" date of this implementation.
5. Project Assumptions.
- A. A person day is defined as one (1) resource working up to eight (8) hours.
 - B. The implementation methodology for the Services is the Oracle True Cloud Method ("TCM").
 - C. Standard functionality is defined as the functionality described in applicable documentation, for the NetSuite for Government application, provided by Oracle.
 - D. Hosted environment is defined as the combination of systems and supporting resources to which Oracle grants You access as part of the services ordered by You, that are (i) configured for the Oracle Programs operating on it and for specific uses as part of the services, and (ii) used by Oracle to perform the Services. The hosted environment consists of the production environment, and any non-production environment(s), as referenced in the applicable ordering document and services policies.
 - E. 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 interoperation as described in the Description of Services section of this document.
 - F. 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. Testing beyond the activities described in this exhibit.
 - 3. Customizations to NetSuite for Government.
 - 4. Oracle Cloud subscription services.
 - 5. Languages other than U.S. English.
 - 6. Integrations or data conversions beyond what is explicitly described in this exhibit.
 - 7. Custom workflow models for timecard approvals.
 - 8. Custom payroll check forms.
 - 9. Cloud middleware, database, operating and other hardware activities.
 - 10. Oracle transactional business intelligence training.
 - 11. Complex business processing or orchestration related to integrations.
 - 12. Transformations or data mapping of elements.
 - 13. Any kind of data cleansing activities.
 - 14. Additional workforce structures for future use, expansion, or acquisitions.
 - 15. Extensions, customizations, or custom reports.
 - 16. Localizations other than those made to the chart of accounts structure.
 - 17. Post-production services.
 - 18. Anything not expressly listed in the Description of Services.