

**ORDERING DOCUMENT**

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

<b>Name</b>	City of Grand Rapids	<b>Contact</b>	Tasha Connelly
<b>Address</b>	420 N. Pokegama Ave	<b>Phone Number</b>	612 308 8088
	Grand Rapids MN 55744	<b>Email Address</b>	<a href="mailto:tconnelly@grandrapidsmn.gov">tconnelly@grandrapidsmn.gov</a>

**New Subscription**

Services Period: 60 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B94583 - Oracle NetSuite for Government Cloud Service, Standard Edition - Hosted Environment B94584	NORTH AMERICA	1	60 mo	3,696.00	221,760.00
- Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User B94587	NORTH AMERICA	30	60 mo	21.56	38,808.00
- Oracle NetSuite for Government Cloud Service, Additional Planning and Budgeting User - Hosted Named User	NORTH AMERICA	14	60 mo	52.80	44,352.00
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	NORTH AMERICA	1	60 mo	219.56	13,173.60
B95922 - Oracle NetSuite for Government Cloud Service, Payroll - 5 Employees	NORTH AMERICA	46	60 mo	28.60	78,936.00
<b>Subtotal</b>					<b>397,029.60</b>

Fee Description	Net Fee
Cloud Services Fees	397,029.60
<b>Net Fees</b>	<b>397,029.60</b>
<b>Total Fees</b>	<b>397,029.60</b>

## A. Terms of Your Order

### 1. Applicable Agreement:

- a. Public Sector Agreement for Cloud Services US-CSA-CPQ-3201888

### 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-2024

### 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. 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.

### 2. Annualized Amounts

For informational purposes only, the following provides the estimated annualized amounts for the total net fees specified in the "Fee Description / Net Fees" table above section A for the 60-month Services Period of this order:

Year 1 \$79,405.92  
Year 2 \$79,405.92  
Year 3 \$79,405.92  
Year 4 \$79,405.92  
Year 5 \$79,405.92

### 3. Option Renewal Period

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 \$262,843.52, which shall be the sum of the following annual amounts, by executing an ordering document for such renewal:

Option Year 1 \$87,614.51  
Option Year 2 \$87,614.51  
Option Year 3 \$87,614.51

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.

## C. Modifications to the Agreement -- for purposes of this order only

## 1. Authorized User

For purposes of this order, You may authorize the entities specified on the attached Authorized User Exhibit (each an "**Authorized User**") to access and use the Cloud Services specified in the tables above section A. Additional entities may be added to the Authorized User Exhibit via mutual written amendment to this order.

Notwithstanding the foregoing, You are responsible for ensuring that the Authorized Users: (a) comply with the terms of this order and the Agreement with regard to the usage rights and limitations of the Cloud Services; (b) acknowledge that Oracle's obligations under this order and the Agreement extend only to You; and (c) have entered into all necessary agreement(s) permitting Your and Authorized User's use and Oracle's processing of any content that is uploaded into the Cloud Services. You shall be responsible for any breach of such terms by the Authorized Users.

## 2. Metric Definitions

For informational purposes only, the current Oracle NetSuite for Government Cloud Service – Service Descriptions available at [oracle.com/contracts](https://oracle.com/contracts) provides the following definitions for the metrics applicable to the parts specified in the tables above section A:

**Hosted Environment:** is 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.

**Hosted Named User:** is an individual authorized by You to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time. Hosted Named Users may include business network administrators, endorsing trading partners and participating trading partners. General Users, Self Service Users, and Planning and Budgeting Users, each defined herein, are a subset of Hosted Named User with limited access to the hosted service as defined herein.

**5 Employees:** is a group of 5 Employees (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants where such agents, contractors and consultants have access to, use of, or are tracked by the Services. The quantity of Employees required is determined by the number of employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of employees: all of that other company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use of, or are tracked by the Services. 5 Employees are sold as a pack in groups of 5 Employees as defined herein

## **AUTHORIZED USER EXHIBIT**

- Grand Rapids Public Utilities Commission

City of Grand Rapids

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature Date \_\_\_\_\_

**BILL TO / SHIP TO INFORMATION**

<b>Bill To</b>		<b>Ship To</b>	
<b>Customer Name</b>	City of Grand Rapids	<b>Customer Name</b>	City of Grand Rapids
<b>Customer Address</b>	420 N. Pokegama Ave Grand Rapids MN 55744	<b>Customer Address</b>	420 N. Pokegama Ave Grand Rapids MN 55744
<b>Contact Name</b>	Tasha Connelly	<b>Contact Name</b>	Tasha Connelly
<b>Contact Phone</b>	612 308 8088	<b>Contact Phone</b>	612 308 8088
<b>Contact Email</b>	tconnelly@grandrapidsmn.gov	<b>Contact Email</b>	tconnelly@grandrapidsmn.gov