

Wolters Kluwer Financial Services, Inc. 6815 Saukview Dr. St Cloud, MN 56303, USA

Representative Vito Catillo Email vito.catillo@wolterskluwer.com

ORDER INFORMATION

Date Generated: 2/20/2025 9:32 AM Opportunity Number: OPP-000071296 Quote Number: Q-25285 Order Number: 00005437

CUSTOMER INFORMATION

Sold To Address City of Norman 201 W Gray St Ste C Norman, Oklahoma 73069 United States (405) 321-1600 (Phone) Shaakira calnick (Name) shaakira.calnick@normanok.gov (Email)

Bill To Address

City of Norman 201 W Gray St Ste C Norman, Oklahoma 73069 United States (405) 321-1600 (Phone) Shaakira calnick (Name) shaakira.calnick@normanok.gov (Email)

Order Number: 00005437

Phone (860) 936-0517

Ship To Address City of Norman 201 W Gray St Ste C Norman, Oklahoma 73069 United States (405) 321-1600 (Phone) Shaakira calnick (Name) shaakira.calnick@normanok.gov (Email)

Order Number: 00005437

ORDER ITEMS

Name	Quantity	Total Price
2025 TeamMate+ Essentials Annual Subscription Gold Package	2.00	6,150.88
2025 TeamMate+ Audit Annual Subscription ESS		
2025 TeamMate Analytics Annual Subscription		
2025 TeamMate+ Audit Annual Subscription ESS HOSTING		
Foundation	1.00	15,630.00
eLearning TM Analytics	1.00	535.60
Expert on Demand - Hourly Rate	10.00	4,078.80

Local Currency: USD Amount: 26,395.28

Order Amount: 26,395.28

*Applicable taxes are extra **Optional included in Pkg price

CURRENT LICENSE COUNT

Product Name	Current Count	This Order Adds
TeamGuide Pro Licenses:	0.0	0.0
TeamMate AM licenses:	0.0	0.0
TeamMate TMA licenses:	0.0	1.0
TeamMate+ Audit licenses:	0.0	2.0
TeamMate+ Controls licenses:	0.0	0.0
TM Public Sector Licenses:	0.0	0.0
TM+ API - Data Exch License:	0.0	0.0
TM+ API - Data Rprtg Licenses:	0.0	0.0
TM+ Audit - Offline Licenses: TeamMate+ IA licenses:	0.0 0.0	0.0 0.0

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TERMS and CONDITIONS

a. Agreement. Except to the extent there already exists a written Agreement between Customer and Wolters Kluwer Financial Services, Inc., TeamMate is provided under the TeamMate Master Agreement, incorporated herein by reference and located at https://www.wolterskluwer.com/en/solutions/teammate/msa

(the "Agreement"). By executing this Order Form, Customer is hereby agreeing to be bound to the terms of the Agreement. **b. Third Party Products**. To the extent that any third-party products are required for usage of the software licensed hereunder or the Services or other products set forth in this Order Form, Customer is exclusively responsible for such third-party products and for determining if needed. The foregoing sentence is applicable to the API functionality as well as all other software, Services and products ordered hereunder including, but not limited to, the licenses required for API connections when exchanging data or any other similar use or otherwise. Support offered as part of maintenance for API's is only available to provide troubleshooting to determine if there is a bug or other defect in the software. Support does not include API installation and implementation services or support. Should such services be necessary to correct issues with API's, such services must be contracted for individually and are not offered as part of standard maintenance.

c. Term. The initial Term of the Agreement begins on the Effective Date of this Order Form and continues for a period of three (3) years, subject to annual adjustments at the then current Fees, and subject to sufficient annual appropriations by Customer.
d. Training. End-User Training: For each session purchased, maximum class size is 20; for each virtual session purchased, maximum class size is 10. Champion Training: For each session purchased, maximum class size is 5.

e. Expert on Demand (if applicable). Expert on Demand provides access to TeamMate SMEs on an hourly basis when the Customer requests assistance. Expert on Demand services are available in one (1) hour increments with a minimum of (5) hours purchased, with rates determined by the WKFS hourly rate at the time of purchase. Fees are due upon purchase subject to the terms of the Agreement. Expert on Demand services must be scheduled in advance, subject to availability, and within twelve (12) months from the purchase date. Unused services at the conclusion of twelve (12) months and/or services cancelled within forty-eight (48) hours of scheduled performance are forfeited with no credit given.

f. Cancellation. Professional Services are subject to cancellation fees as follows: (i) \$700 per affected day if cancelled or rescheduled within fifteen (15) business days of scheduled performance; or (ii) \$1400 per affected day if cancelled or rescheduled within five (5) business days of scheduled performance.

g. Additional Terms. This Order Form may contain additional terms and conditions which are not consistent with the terms of the Agreement, and which are agreed to by the parties herein ("Additional Terms"). Acceptance of the Agreement will not be deemed to amend or supersede any such Additional Terms included herein, which shall be deemed to be incorporated into the Agreement by the parties. Any defined terms not defined in the Order Form, shall be as defined in the Agreement.

h. Governing Law and Dispute Resolution. It is the intent of the parties hereto to supersede section 17 of the Agreement and establish that the Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court. Further, if any dispute arises between the parties, the parties shall use their commercially reasonable best efforts to resolve the disputed matter. In the event the parties fail to resolve the dispute within fifteen (15) days after the referral of the dispute to them, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation, including but not limited to a trial in an applicable court of law. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

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ADDITIONAL BUSINESS TERMS

SPECIAL BILLING INSTRUCTIONS (if any)

Wolfers Khiwer Tax and Accounting Limited <u>fuilip Nuvman</u> Authorized Representative Phillip Newman Director of Sales, Americas Print Name and Title

4/30/2025

Effective Date (date signed by Licensor)

City of Norman

Authorized Representative (1)

Print Name and Title

Date Signed

Authorized Representative (2)

Print Name and Title

Date Signed

TO BE PROVIDED BY CUSTOMER

PO Required : _____

FOR WK USE ONLY

SAP#:

Initial Order:

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT BY DATE 5/1/25

Tax Exempt: _____