

**ORDERING DOCUMENT**

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

<b>Name</b>	City Of Peoria	<b>Contact</b>	Heather Wildermann
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		<b>Email Address</b>	Heather.Wildermann@peoriaaz.gov

Programs and Program-Related Service Offerings			
Item	Part Number	Description / License Type	Quantity
1.0	L14366	PeopleSoft Enterprise Inventory For Public Sector – Annual Budget- 3 Years	352,000,000
1.1			
2.0	L14503	PeopleSoft Enterprise Project Costing For Public Sector- Annual Budget- 3 Years	352,000,000
2.1			
3.0	L14510	PeopleSoft Enterprise Purchasing For Public Sector - Annual Budget- 3 Years	352,000,000
3.1			
4.0	L14305	PeopleSoft Enterprise General Ledger For Public Sector - Annual Budget- 3 Years	352,000,000
4.1			
5.0	L14004	PeopleSoft Enterprise Accounts Payable For Public Sector - Annual Budget- 3 Years	352,000,000
5.1			
6.0	L14000	PeopleSoft Enterprise Asset Management For Public Sector - Annual Budget- 3 Years	352,000,000
6.1			
7.0	L14008	PeopleSoft Enterprise Accounts Receivable For Public Sector - Annual Budget- 3 Years	352,000,000
7.1			
8.0	L14023	PeopleSoft Enterprise Budgets For Public Sector - Annual Budget- 3 Years	352,000,000
8.1			
9.0	L14017	PeopleSoft Enterprise Billing For Public Sector - Annual Budget -3 Years	352,000,000
9.1			

Fee Description	Net Fee
Program Fees	727,272.76
<b>Total Fees</b>	<b>727,272.76</b>

## **A. Agreement and Modifications to the Agreement**

### **1. Agreement**

a. This order incorporates by reference the terms of the Software License and Services Agreement US-PSFT-SLSA-A6SQJH-19-MAY-1998 and all amendments and addenda thereto (the "Master Agreement"). The following defined and capitalized terms in the Master Agreement shall have the same meaning as the stated terms in this order: "Agreement" and "Master Agreement"; "Customer"/"Client" and "You"/"Your"; "Documentation" and "Program Documentation"; "Ordering Document"/"Order Form" and "order"; "Services" and "Program-related Service Offerings"; "Technical Support" and "technical support".

## **B. General Terms**

### **1. Summary of Fees**

- a. Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars.
- b. . You have ordered Hardware and/or Programs and 0 months of technical support services.
- c. Technical support fees are invoiced Quarterly in Arrears.

### **2. Commencement Date**

a. For all program licenses, the commencement date is the date of shipment of tangible media or upon the effective date of this order if shipment of tangible media is not required.

### **3. Territory**

a. The Program licenses included on this order are for use in the United States.

### **4. Delivery and Installation**

a. You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.

b. Notwithstanding anything to the contrary in the Master Agreement, Oracle has no delivery obligation under this order. You acknowledge that Oracle has delivered to Your location, 1 copy of the software media and 1 set of Program Documentation (in the form generally available) for each Program listed in the Program and Program-Related Service Offerings section above.

### **5. Effective Date**

The effective date of this order is 13-OCT-2023.

### **6. Pricing Invoicing and Payment Obligation**

a. In entering into payment obligations under this order, You agree and acknowledge that You have not relied on the future availability of any Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under this order and the Master Agreement.

b. You understand that You may receive multiple invoices for the products and/or Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

c. Program fees are invoiced as of the commencement date for the programs.

d. Program-related Service Offering fees are invoiced in advance of the Program-related Service Offering performance. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

### **7. Fees**

a. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

### **8. Order of Precedence**

a. In the event of inconsistencies between the terms contained in this order and the Master Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

### **9. Offer Validity**

a. This order is valid through 13-OCT-2023, and shall become binding upon execution by You and acceptance by Oracle.

### **10. Segmentation**

The purchase of any products (i.e., hardware (including integrated software and operating system) and programs) and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any products and related Service Offerings or other Service Offerings independently of any other products or Service Offerings. Your obligation to pay for (a) any products and related Service Offerings is not

contingent on performance of any other Service Offerings or delivery of any other products or (b) other Service Offerings is not contingent on delivery of any products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

**11. Source Code**

Oracle may deliver source code as part of its standard delivery for particular Programs, operating system or integrated software; all source code delivered by Oracle is subject to the terms of the Master Agreement, the applicable order and the applicable Program Documentation.

**C. Other**

**1. Order Placed Pursuant to Expansion Pricing**

The Program licenses listed in the Program and Program-Related Service Offerings section with the license types Operating Budget Perpetual are ordered and subject to the applicable fees and terms of the order between You and Oracle dated 19-MAY-1998. As of the effective date of this order, Your actual Reported Revenues Perpetual is greater than or equal to 88,000,000. The Summary Exhibit lists the Program licenses acquired prior to the effective date, the Program licenses acquired under this order and the total number of Program licenses acquired to date. **Summary Exhibit**

Program Description	License Type	Number of Program Licenses Acquired Prior to Effective Date	Number of Program Licenses Acquired under the Programs and Program-Related Service Offerings section	Total Number of Program Licenses Acquired as of the Effective Date (Under This Ordering Document)
Those programs specified in the table(s) located above, of the License Type(s) specified in the License Type column	Annual Budget- 3 Years	88,000,000	352,000,000	440,000,000

City Of Peoria		Oracle America, Inc.	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____

**BILL TO / SHIP TO INFORMATION**

<b>Bill To</b>		<b>Ship To</b>	
<b>Customer Name</b>	City Of Peoria	<b>Customer Name</b>	City Of Peoria
<b>Customer Address</b>	8343 W Monroe St PEORIA AZ 85345	<b>Customer Address</b>	8343 W Monroe St PEORIA AZ 85345
<b>Contact Name</b>	Heather Wildermann	<b>Contact Name</b>	Heather Wildermann
<b>Contact Phone</b>	(623) 773-7990	<b>Contact Phone</b>	(623) 773-7990
<b>Contact Email</b>	Heather.Wildermann@peoriaaz.gov	<b>Contact Email</b>	Heather.Wildermann@peoriaaz.gov