

ORDERING DOCUMENT

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

Name	City of Lake Havasu	Contact	Jonathan Baskette
Address	2330 McCulloch Blvd N LAKE HAVASU CITY AZ 86403	Phone Number	9288540743
		Email Address	BasketteJ@lhcaz.gov

New Subscription

Services Period: 13 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B109194 - EDU Cloud Applications Senior Consultant User Adoption - Day	NORTH AMERICA	5	13 mo	2,188.75	10,943.75
B109431 - EDU Fusion ERPM Cloud Guided Learning Service - Hosted Named User	NORTH AMERICA	750	13 mo	2.97	28,957.50
B109604 - EDU Fusion HCM Cloud Guided Learning Service - Hosted Employee	NORTH AMERICA	1000	13 mo	0.92	11,934.00
Subtotal					51,835.25

Professional Services Ordered	Quantity	Term	Start Month*	End Month*	Net Fee
B92328 - Oracle Mission Critical Support for SaaS, Configurable Supplemental Resources B94355 - Annual Technical Account Manager I for Oracle Cloud 10 days	1	13	1	13	\$182,489.81
Other Fees					\$182,489.81

* Month 1 shall correspond to the period beginning on **31-MAY-2026**.

Fee Description	Net Fee
Cloud Services Fees	\$51,835.25
Professional services Fees	\$182,489.81
Net Fees	\$234,325.06
Total Fees	\$234,325.06

A. Terms of Your Order

1. Applicable Agreement:

- a. US-TCSA-FEC-80622939.

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. 29-MAY-2026

Linking clause – The terms and pricing granted under this order are contingent on Your simultaneous execution of this order and US-TCSA-FEC-80622939.

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services ordered may be accessed at <http://www.oracle.com/contracts>. To the extent Your Cloud Services include AI Functionality, the Service Specifications for such Cloud Services include the Oracle Artificial Intelligence Terms.

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.

8. Customer Reference

Oracle may refer to You as an Oracle customer of the ordered Services in sales presentations, marketing materials and activities.

B. Additional Order Terms

1. Data Processing Agreement Exclusion for EDU and Learning Cloud Services

The Oracle Data Processing Agreement does not apply to the Cloud Services that contain "EDU" as the prefix in the name of the Cloud Services, including but not limited to, Guided Learning Cloud Services and Learning Subscription Cloud Services (but excluding Guided Learning Managed Services) because such Cloud Services only allow a customer to input certain personal information, such as its own employees' names and business contact details, for which Oracle serves as a data controller and not a data processor.

A. ORACLE MANAGED CLOUD SERVICES TERMS

Oracle Managed Cloud Services are defined in and subject to the attached Managed Cloud Services Exhibit.

B. INVOICE

You Understand that You may receive multiple invoices for the services You ordered.

- C. **Price hold** - The services in this order do not renew automatically. If You renew the Services acquired under this order for up to three additional 12 month service Terms (each such renewal being a "Renewal Order"), then the fees for each renewal year for the Services will be the price from the previous year plus an uplift of 4%; provided however, that with respect to each Renewal Order: (a) it must be executed with Oracle prior to the end of the initial services term of this order or of the services term of the previous Renewal Order, as applicable; (b) its total quantity of services ordered and total amount of annual net services fees must be equal to those totals as set forth in the previous order; (c) it is for services that Oracle still makes generally available to its commercial customers on the date that Oracle issues to You such Renewal Order; (d) You renew the Services acquired under the previous order in such Renewal Order; and (e) You must have continuously renewed the services for additional service terms since the end of the initial service term of this order.

- D. **Purchasing Additional Managed Cloud Services.** - For a period of twelve (12) months from the ordering document effective date, and up to thirty-six (36) months from the ordering document effective date on condition that You have exercised the Annual Service Renewal, You may order the services specified below at the appropriate fee specified below, provided the services are available in production release when ordered and if Cloud Service Units are being ordered, You order a minimum quantity of 100 Oracle Cloud Service Units. Your purchase of any services not listed in this Section of this order will not count towards the minimum purchase amount mentioned above.

Service	Year	Annual Fee	Quantity
B90168 - Oracle Cloud Service Units	1	\$14,803.20	100
B90168 - Oracle Cloud Service Units	2	\$15,395.33	100
B90168 - Oracle Cloud Service Units	3	\$16,011.14	100
B90168 - Oracle Cloud Service Units	4	\$16,651.59	100



Your Name: City of Lake Havasu
Ordering Document Number: US-20961096
Exhibit Number: 1

This exhibit incorporates by reference the terms of Your order. This exhibit may also be referred to as the Managed Services Exhibit

A. MANAGED SERVICES ORDERED.

Managed Services consist of the (i) Managed Services defined in Section A.1; and/or (ii) Per Quotation Managed Services defined in Section A.2., (collectively defined as "Managed Services", "Per Quotation Managed Services" or the "Services".)

- 1. Managed Services. "Managed Services" purchased by You under Your order are any services in the Cloud Services and/or Consulting/Professional Services Ordered tables on the first page of Your order beginning with "MCS".
2. Per Quotation Managed Services. "Per Quotation Managed Services" purchased by You under Your order are any services in the Per Quotation Managed Services table on the first page of Your order.
3. Description of Services Ordered. The service descriptions applicable to the Services Ordered are published in the Oracle Managed Cloud Services Service Descriptions published at www.oracle.com/corporate/contracts, and/or incorporated into this exhibit. Oracle updates to the aforementioned service descriptions will not materially reduce the level of performance, functionality, security or availability of the Services during the Term of Your order.

a. Modifications to Service Descriptions/Schedules.

Oracle Mission Critical Support Service Maximums

Table with 2 columns: Service and Quantity/Type. Rows include: Primary Hours of Operation - Service Governance (Local Business Hours), Primary Hours of Operation - Service Requests (SRs) (8x5), Primary Hours of Operation - Critical Business Monitoring (24x7), Primary Hours of Operation - Severity Level 1 SRs (24x7), Primary Hours of Operation - SaaS Plus Operational Assistance and Assessments (Not Applicable), Service Governance Location (Standard Governance), Service Language (U.S. English), Translation Support (N/A), Initiation Phase (1 Month/s), Onboarded Extensions and Integrations (25), Account & Service Review Frequency (Monthly), Operational Reporting Frequency (Weekly).

Annual Cloud Service Units ¹	700
Monthly Functional Help Desk SRs ²	5
Prioritization of SaaS Support Service Requests	Not Included
Quarterly Regression Test Scripts Executions	75
Service Request System	Oracle/MOS
Critical Business Processes	10
SaaS Plus: Identified OCI and/or PaaS Services	Not Applicable
SaaS Plus: Annual Standard Operational Assessments	Not Applicable
SaaS Plus: Monthly Operational Assistance SRs - Configuration ²	Not Applicable
SaaS Plus: Monthly Operational Assistance SRs – Issues, Problem, Data ²	Not Applicable
SaaS Plus: Monthly Operational Assistance SRs – Environment Refresh and Integrations ²	Not Applicable

¹Cloud Service Unit consumption is expected to remain level from month-to-month. For partial contract years the quantity of Annual Cloud Service Units is prorated based on the number of months in the partial contract year.

²Unused quantity of Monthly Functional Help Desk or Operational Assistance SRs that remain at the end of each month will expire at the end of that month. Additional Functional Help Desk or Operational Assistance SRs that exceed the monthly maximum will consume CSUs.

- B. Fees, Expenses, and Payment. You agree to pay Oracle the fees for the Services as identified in the Professional Services Ordered table in Your order and as described in this exhibit. This fee is invoiced **Quarterly In Arrears** of the commencement of the Services and does not include expenses, if applicable, or taxes. This payment obligation is non-cancelable and the sums paid non-refundable, except as otherwise provided in the Master Agreement. If applicable, expenses related to the Services are specified in Your order and will be invoiced monthly as they are incurred.
- C. End of Services. Notwithstanding any provision or interpretation of this exhibit to the contrary, Oracle's obligation to provide You with the Services under this exhibit terminates on the last day of the Term ("End Date"). As of the End Date, any portion of the Services that Oracle has not provided prior to the End Date shall be automatically forfeited by You on the End Date, and You shall not be entitled to any refund, or any credit toward additional or other services, for any unused portion of the Services. In order for Oracle to provide the Services to You after the End Date, Oracle and You shall mutually agree, in writing, under a separate order and exhibit, to the terms and fees for such services. __
- D. Exclusive Remedy for Missed Service Level. If the Service Specifications define a particular service level with an associated service level credit for Your ordered Services under this exhibit, and if Oracle fails to meet such service level with respect to such Services ("Missed Service Level"), then, subject to and in accordance with the terms of the service level within the Service Specifications, Oracle may remit a service level credit to You ("Service Level Credit"). The Service Level Credit will be provided only towards any outstanding balance for such ordered Services owed to Oracle under this exhibit, and the remittance of such Service Level Credit will represent Your exclusive remedy, and Oracle's sole liability, for any Missed Service Level. For purposes of clarity, the remittance of a Service Level Credit shall not act to limit the parties' rights or obligations under Your Agreement or order, except with respect to the applicable Missed Service Level.

In order receive such Service Level Credit, You must provide written notice to Oracle no later than five (5) business days after the last day of the particular month of the Missed Service Level for the Services ordered. Your notice must identify the Services that were deficient and describe the deficiency (including the Service Request number notifying Oracle of the deficiency in the Services and Missed Service Level), and must be submitted to outsourcingcredit_ww_grp@oracle.com.

- E. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS

ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

- F. Managed Cloud Services Delivery Policies. In addition to the policies referenced in the Agreement and Your order for the applicable services, Oracle will comply with the Oracle Managed Cloud Service Delivery Policies, which are published in the [*Oracle Managed Cloud Services Service Descriptions*](#) located at <http://www.oracle.com/contracts>.

City of Lake Havasu

Signature _____

Name _____

Title _____

Signature Date _____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	City of Lake Havasu	Customer Name	City of Lake Havasu
Customer Address	2330 McCulloch Blvd N LAKE HAVASU CITY AZ 86403	Customer Address	2330 McCulloch Blvd N LAKE HAVASU CITY AZ 86403
Contact Name	Jonathan Baskette	Contact Name	Jonathan Baskette
Contact Phone	9288540743	Contact Phone	9288540743
Contact Email	Baskettej@lhcaz.gov	Contact Email	Baskettej@lhcaz.gov