

ORDERING DOCUMENT

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

Name CITY OF SAINT PAUL
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 Saint Paul MN
 55102

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New Subscription

Cloud Services	Service Period: 12 months			
Data Center Region: North America	Quantity	Term	List Fee	Unit Net Price
B83657 - Oracle Compute Cloud Service - Block Storage - Non-metered - Public Sector - TB of Storage Capacity	10	12 mo		50.0000
B83644 - Oracle Database Backup Service - Non-metered - Public Sector - TB of Storage Capacity	20	12 mo		33.0000
B83658 - Oracle Storage Cloud Service - Non-metered - Public Sector - TB of Storage Capacity	2	12 mo		30.0000
B83634 - Oracle Database Cloud Service - Enterprise Edition High Performance - General Purpose - Non-metered - Public Sector - Hosted Environment	2	12 mo		2,000.0000

Fee Description	Net Fee
Cloud Services Fees	62,640.00
Total Fees	62,640.00

A. Ordered Services

1. Agreement

This order incorporates by reference the terms of the **Public Sector Agreement for Cloud Services US-CSA-CPQ-4679** and all amendments and addenda thereto (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

B. General Terms

1. Summary of Fees

All fees on this ordering document are in US Dollars.

2. Fees

The Cloud Services Payment Frequency applies to all Cloud Services fees and taxes, and the Consulting/Professional Services Payment Frequency applies to all fees and taxes for Consulting/Professional Services. All fees payable to Oracle are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Agreement.

You will pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Services You ordered, except for taxes based on Oracle's income. Also, You will reimburse Oracle for reasonable expenses related to providing any Professional Services. Unless, specifically stated otherwise, fees for Services listed in an order are exclusive of taxes and expenses.

Please note that if the pre-tax value of this Ordering Document is USD 2,000 or less, the products and Cloud Services listed on this Ordering Document must be purchased by credit card. Purchase orders and checks are no longer accepted for transactions of this size. Consulting/Professional Services may not be purchased by credit card irrespective of the transaction size, You agree not to disclose the terms of this Ordering Document to any third party.

Cloud Services Payment Frequency: Your payment frequency is Quarterly Arrears.

If You receive an invoice, and You in good faith believe that the amount on the invoice is calculated incorrectly, You shall notify Oracle of the alleged error within 30 days of the invoice date specified on such invoice (the "Payment Period"). You and Oracle agree to use commercially reasonable efforts to resolve the invoicing error within the Payment Period. If You and Oracle come to agreement during the Payment Period on an adjusted amount, You shall promptly pay, within the Payment Period, the agreed-upon amount; otherwise You will pay the invoiced amount before the end of the Payment Period.

3. Offer Validity

This order is valid through 16-NOV-2015 and shall become binding upon execution by You and acceptance by Oracle.

4. Price Hold for Cloud Services:

During the Services Period, You may order additional quantities of the Cloud Services acquired under this Ordering Document at the Unit Net Price specified above. This price hold does not apply to Eloqua Marketing Platform Cloud Service, to any renewals or extensions of the Cloud Services ordered under this Ordering Document, to Cloud Services ordered pursuant to a separate Oracle discount or promotion, or to any Cloud Services other than those listed in the initial purchase under this Ordering Document.

5. Terms of Use:

All products and services listed on this Ordering Document are provided by Oracle under, and subject to, the terms of this Ordering Document, including the Agreement and all Oracle documents referenced in this Ordering Document. You indicate Your agreement to the terms of this Ordering Document, including the Agreement, by signing this Ordering Document, and You represent that You have the authority to bind the company to whom this Ordering Document is addressed above to the terms of this Ordering Document and the Agreement. As applicable, Oracle processes a customer's order after receipt of a purchase order or a valid credit card. Any terms and conditions on Your purchase order are void and have no legal effect. For Cloud Services, You may not reduce the quantity of services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. The Services Period for the Cloud Services commences on the date stated in the Ordering Document, or, if none is provided in the Ordering Document, the day that Oracle sends to Your administrator the e-mail that instructs You on how to create Your Cloud login and configure the Cloud Services (the "Cloud Services Start Date"). You must maintain a current subscription to applicable Oracle Cloud Services for the duration of any Consulting/Professional services ordered under this Ordering Document.

6. Governing Law and Jurisdiction

This ordering document is governed by the substantive and procedural laws of the State of Minnesota and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the state or federal courts with competent jurisdiction located in Ramsey County, Minnesota, without regard to its choice-of-law provisions.

7. Compliance with Laws

Oracle shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Oracle provision of Services under the Agreement and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the Services. You may not provide Oracle access to any health, payment card or other sensitive personal information that requires the application of specific regulatory, legal or industry data security obligations unless the applicable obligations are specified in the applicable Ordering Document. Your Content and Your Applications, including personal information, may be maintained in one of several Oracle data centers globally and/or accessed by Oracle's global personnel as required to provide the Services. You shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Your use and receipt of Services (including Your Content and Your Applications) under the Agreement and impose obligations directly upon You with respect to the Services performed under the Agreement.

8. Insurance

Oracle shall take out and maintain the following minimum insurance at its expense for the duration of this Master Agreement covering locations where Oracle is to perform work on Your premises:

- (a) Workmen's Compensation---As required by the statute of states where Services are being performed;
- (b) Employer's Liability--\$2,000,000 each occurrence;
- (c) Comprehensive General Liability Insurance -- \$5,000,000 per occurrence/aggregate bodily injury and \$5,000,000 per occurrence/aggregate property damage; and
- (d) Automobile Liability Insurance -- \$5,000,000 ---per occurrence, bodily injury and tangible property damage combined.

Nothing in this Agreement shall be deemed to preclude Oracle from selecting a new insurance carrier or carriers or obtaining new or amended policies at any time, as long as the above insurance coverage is maintained. This provision is not intended to, and does not, increase or decrease Oracle's liability under the Limitation of Liability provision of this Agreement.

C. Service Specifications

1. Service Specifications:

The Service Specifications that govern the Services ordered consist of the documents listed below, which are incorporated into this Ordering Document. The Service Specifications are subject to change at Oracle's discretion; however, Oracle changes to the Service Specifications will not result in a material reduction in the level of performance, security or availability of the applicable Services provided to You for the duration of the Services Period. The terms of the Service Specifications, including any subject matter addressed in the Service Specifications, will replace any inconsistent term, similar subject matter or scope of service delivery in the Agreement; however, unless expressly stated otherwise in this Ordering Document, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in this Ordering Document, Agreement or Service Specifications. For the purposes of this Ordering Document, references to the term "Customer" in any document within the Service Specifications shall mean "You" as defined in this Ordering Document.

• Service Descriptions and Metrics

Oracle service descriptions and metrics govern Cloud Services and Consulting/Professional Services. You may access the version of these descriptions and metrics that apply to the Cloud Services and Consulting/Professional Services that You have ordered at www.oracle.com/contracts.

• Cloud Hosting and Delivery Services Policies

Cloud Hosting and Delivery Services Policies describe and govern Cloud Services. You may access the version of these policies that apply to the Cloud Services that You have ordered at www.oracle.com/contracts.

• Program Documentation

Program Documentation refers to the program user manuals for the Oracle Programs for Cloud Services, as well as any help windows and read me files for such Oracle Programs that are accessible from within the service. The Program Documentation describes technical and functional aspects of the Oracle Programs. You may access the documentation online at www.oracle.com/contracts.

D. Other

1. Order of Precedence

This Ordering Document, including any subject matter addressed in the Service Specifications, shall supersede any inconsistent term, similar subject matter or scope of service delivery in the Agreement referenced above in Section A.1; however, unless expressly stated otherwise in this Ordering Document, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in this Ordering Document, Agreement or Service Specifications. This Ordering Document will control over the terms contained in any purchase order.

2. Equal Opportunity

Oracle is an equal opportunity employer.

CITY OF SAINT PAUL

Signature

Name

Title

Signature Date
