

## **Agreement Information**

This Amendment amends the Oracle Cloud Services Agreement US-CSA-CPQ-4091880 dated \_\_\_\_\_, and all amendments and addenda thereto (the “Agreement”) between You and Oracle America, Inc. (“Oracle”).

The parties agree to amend the Agreement as follows:

1. In Section 2.1, delete “30 days” and replace with “45 days”.
2. In Section 7.2, insert the following before the first sentence:

“EXCEPT FOR BODILY INJURY AND TANGIBLE PERSONAL PROPERTY DAMAGE CAUSED SOLELY BY ORACLE’S INTENTIONALLY WRONGFUL CONDUCT WHILE PERFORMING SERVICES ON YOUR PREMISES,

3. In Section 9.7, add the following after the last sentence:

“The respective obligations of the Board and Oracle under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration of the Agreement will survive such termination, cancellation, or expiration.”

4. Insert the following at the end of Section 16.1:

“If Oracle has a legal dispute with You, if Oracle wishes to provide a notice under the Indemnification Section of this Agreement, or if Oracle becomes subject to insolvency or other similar legal proceedings, Oracle will promptly send written notice to: City of St. Paul, 1900 Rice Street St-Paul, MN 55113, Attention: General Counsel, Legal Department.”

5. In Section 18.3, add the following after the last sentence:

“If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, will terminate. If a provision is so terminated but the Parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.”

6. Add the following as a new subsection 18.6:

“18.6. Oracle shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Oracle’s provision of the Services under this Agreement and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the Services. You shall comply with all laws to the extent

that such laws, by their terms, are applicable to Your use and receipt of the Services (including Your Content) under this Agreement and impose obligations directly upon You with respect to the Services.”

7. Add the following as a new subsection 18.7:

“18.7. Oracle is an equal opportunity employer and complies with all federal and state employment laws and regulations, including Executive Order 11246, the Vietnam Veteran’s Readjustment Act of 1974, and Section 503 of the Rehabilitation Act of 1973.”

8. Add the following as a new subsection 18.8:

“18.8. Oracle has implemented the Oracle Code of Ethics and Business Conduct (the “Code of Conduct”) and appropriate processes for auditing and enforcing the compliance thereof. In addition, Oracle’s Global Anti-Corruption Policy (the “Anti-Corruption Policy”) prohibits corrupt business practices, including bribery, kickbacks, and other improper inducements prohibited by the United States Foreign Corrupt Practices Act and similar anti-bribery laws of other countries in which Oracle engages in business. All Oracle employees are responsible for reading and complying with the Code of Conduct and the Anti-Corruption Policy. You may access a current copy of the Code of Conduct at Oracle Corporate Governance - The Oracle Code of Ethics and Business Conduct. Oracle has implemented policies and procedures designed to encourage the sustainable use of natural resources and protection of the environment. Oracle currently offers sustainability training to its employees. Oracle publicly reports on its sustainability efforts on an annual basis, which you may access on Oracle’s website. These reports include its Social Impact Report available at <https://www.oracle.com/social-impact/>. Oracle currently offers sustainability training to its employees.”

9. Add the following as a new section 22:

“22. GOVERNING LAW AND JURISDICTION.

This Agreement is governed by the laws of Minnesota and the United States of America and each party agrees to submit to the exclusive jurisdiction of the courts in Minnesota, or the United States District Court, District of Minnesota, where applicable, in any dispute arising out of or relating to this Agreement.”

10. Add the following as a new section 23:

“23. INSURANCE

A. Oracle maintains the following insurance at its expense or has the ability to pay applicable claims to cover Oracle’s performance of Services:

- i. Workers’ Compensation—as required by the statute of states where Services are performed;
- ii. Employer’s Liability—\$1,000,000 per occurrence;
- iii. Commercial General Liability—\$5,000,000 per occurrence/aggregate bodily injury and \$5,000,000 per occurrence/aggregate tangible property damage; and
- iv. Automobile Liability—\$5,000,000 per occurrence, bodily injury and tangible property damage combined.

B. Oracle may select a new insurance carrier or carriers or may obtain new or amended policies at any time. This provision is not intended to, and does not, increase or decrease Oracle's liability under the Limitation of Liability section of Your Agreement.

C. Oracle maintains the following insurance at its expense or has the ability to pay applicable claims: professional liability/errors and omission insurance (including privacy and computer network security (also known as cyber) liability insurance) with US\$2,000,000 per claim/aggregate covering Oracle's errors and omissions while providing Services under Your Agreement."

This Amendment is valid for signature through 28-FEB-2026. If this Amendment is not signed by both parties on or before that date, this Amendment will be null and void and of no legal effect even if executed by both parties.

Subject to the modifications herein, the Agreement shall remain in full force and effect.

The Effective Date of this amendment is \_\_\_\_\_. (to be completed by Oracle)

**City of St. Paul**

**Oracle America, Inc.**

**Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Title** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_