

CLOUD SERVICES ORDERING DOCUMENT
New Subscription - City of Roseville, California

Cloud Services – Data Center Region: United States				
Part #	Description	Quantity	Term	Net Fee (Annual)
B86836	Oracle Fusion Financials Cloud Service – Hosted Employee	2,200*	12 mo.	\$ 52,323
B86838	Oracle Fusion Expenses Cloud Service – Hosted Employee	2,200*	12 mo.	\$ 5,233
B86841	Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee	2,200*	12 mo.	\$ 5,233
B86844	Oracle Fusion Supplier Portal Cloud Service – Hosted Employee	2,200*	12 mo.	\$ 41,858
B86840	Oracle Fusion Automated Invoice Processing Cloud Service – Hosted Employee	2,200*	12 mo.	\$ 5,233
B86843	Oracle Fusion Purchasing Cloud Service – Hosted Employee	2,200*	12 mo.	\$ 41,858
B86847	Oracle Fusion Procurement Contracts Cloud Service – Hosted Employee	2,200*	12 mo.	\$ 41,858
B86848	Oracle Fusion Self-Service Procurement Cloud Service – Hosted Employee	2,200*	12 mo.	\$ 10,465
B86850	Oracle Fusion Project Financials Cloud Service – Hosted Employee	2,200*	12 mo.	\$ 52,323
B86849	Oracle Fusion Project Contract Billing Cloud Service – Hosted Employee	2,200*	12 mo.	\$ 41,858
B86855	Oracle Fusion Grants Management Cloud Service – Hosted Employee	2,200*	12 mo.	\$ 26,162
B73946	Oracle Planning and Budgeting Cloud Service – Hosted Employee	50	12 mo.	\$ 34,560
B79785	Oracle Enterprise Performance Reporting Cloud Service – Hosted Employee	15	12 mo.	\$ 10,368
B85800	Oracle Fusion Human Capital Management Base Cloud Service – Hosted Employee	2,200	12 mo.	\$ 82,368

Cloud Services – Data Center Region: United States				
Part #	Description	Quantity	Term	Net Fee (Annual)
B86334	Oracle Payroll Cloud Service for United States – Hosted Employee	2,200	12 mo.	\$ 44,352
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	1	12 mo.	\$ 16,200
B84494	Transparent Data Encryption for Oracle Fusion Security Cloud Services - Customer	1	12 mo.	\$ 5,100

- * Items marked with an * are included in the Enterprise category. The number of employees is used to calculate the enterprise cost but it is not indicative of how many people use the system. The number of w-2s is only part of the equation. Roseville may have any number of people access the system and is not locked to the number of employees. There is no unit cost as it pertains to Enterprise pricing as Roseville may have an unlimited number of users on the system.

Fee Description	Net Fee
Oracle Cloud Services Fees	\$ 517,351
Total Fees	\$ 517,351

A. DESCRIPTION AND PRICES FOR ORDERED CLOUD SERVICES

City of Roseville, California ("You" or "end user"), has ordered the cloud services described above for your use consistent with the Services Agreement, dated <MONTH>, <DATE>, <YEAR>, (the "Agreement") and CherryRoad/Oracle Public Sector Cloud Services Agreement ("CSA") executed between You and CherryRoad Technologies Inc. ("CherryRoad").

B. TERMS AND FEES FOR ORDERED CLOUD SERVICES

1. Summary of Fees

All fees on this ordering document are in US Dollars.

2. Terms:

All products and services listed on this ordering document are provided by CherryRoad under, and subject to, the terms of this ordering document, the Agreement and the CSA. 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 the end user login names and password are issued to the end user to access the cloud services under the ordering document (the "Cloud Services Start Date").

3. Renewal of Cloud Services:

Notwithstanding any statement to the contrary in the Services Specifications, as defined in the CSA, the parties expressly agree that the Cloud Services acquired under this Order will not Auto-Renew.

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 in the Cloud Ordering table above. This price hold does not apply to any renewals or extensions of the cloud services ordered under this ordering document, or to any cloud services other than those listed in the initial purchase under this ordering document.

5. Offer Validity:

This order is valid through May 21, 2017 and shall become binding upon execution by You and acceptance by Oracle of CherryRoad's ordering document.

6. Data Center Region:

End user's services environment (as defined in the end user cloud services agreement) will reside in the United States.

7. Fees:

Your cloud services listed in this ordering document will be invoiced upon the execution of this Ordering Document and the CSA. All fees payable to CherryRoad are due within 30 days from the invoice date. Once placed, your order is non-cancelable and the sums paid nonrefundable. You will pay any sales, value-added or other similar taxes imposed by applicable law that CherryRoad must pay based on the cloud services You ordered, except for taxes based on CherryRoad's income. Unless specifically stated otherwise, fees for cloud services listed in this order are exclusive of taxes and expenses. You agree not to disclose the terms of this ordering document to any third party.

C. Other**1. Order of Precedence:**

In the event of inconsistencies between the terms contained in this order and the agreement, this ordering document shall take precedence. This ordering document will control over the terms contained in any purchase order.

2. Price Hold for Cloud Services

For those Cloud Services set forth in this order that are not identified as Auto Renewal eligible in the Service Specifications, the Unit Net Price for renewal years two (2) through five (5) year, will not increase during such period. For renewal years six (6) through eight (8), the Unit Net Price for the renewal will not increase by more than four (4) % per year of the Unit Net Price for such Cloud Service set forth in this order. For renewal years nine (9) and ten (10), the Unit Net Price for the renewal will not increase by more than five (5) % per year of the Unit Net Price for such Cloud Service set forth in this order.

The Cloud Services set forth in this order may not be renewed as described in this paragraph if: (i) CherryRoad or Oracle is no longer making such Cloud Services generally available to commercial customers, or (ii) You are seeking to cancel or reduce the ordered quantity of the Cloud Services set forth in this Order. Professional services are not included in the price hold for Cloud Services.

D. Entire Agreement:

By signing below, we each agree that the CSA, the ordering documents and your agreement with CherryRoad constitute the entire agreement between You and CherryRoad with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions on any document provided by You (e.g., on a purchase order or elsewhere) shall apply. This order is placed subject to the terms of the CSA.

You acknowledge that your actions of completing this form and submitting it electronically constitute your execution of this ordering document and agreement to its terms. The signature below affirms your commitment to pay for the cloud services ordered in accordance with the terms of this ordering document.

City of Roseville, CA

Authorized
Signature: _____

Name: _____

Title: _____

Signature Date: _____

Agreement No.: _____ [to be completed by Oracle]

CHERRYROAD TECHNOLOGIES INC.

Authorized
Signature: _____

Name: Jeremy Gulban
Chief Executive Officer

Title: _____

Signature Date: 4/26/17

CHERRYROAD TECHNOLOGIES INC.

Authorized
Signature: _____

Name: Lisa Oruckman

Title: VP Finance

Signature Date: 4/26/17