

# **ORDERING DOCUMENT**

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

Name Denver International Airport

Address 8500 Pena Blvd, Room 8870

Room 8870 DENVER CO 80249 **Contact** Berit Ortwein

**Phone Number** 1-1-303-3424568

Email Address Berit.Ortwein@flydenver.com

Renew Subscription Term: 1-Jan-2023 to 31-Dec-2023

Service Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B79672 - Primavera Unifier Project Controls Cloud Service - Hosted Named User	NORTH AMERICA	502	12 mo	72.87	438,973.94
B78041 - AutoVue 2D Professional Cloud Service - Hosted Named User	NORTH AMERICA	502	12 mo	6.32	38,044.41
B79672 - Primavera Unifier Project Controls Cloud Service - Hosted Named User	NORTH AMERICA	100	12 mo	53.58	64,297.80
B78041 - AutoVue 2D Professional Cloud Service - Hosted Named User	NORTH AMERICA	100	12 mo	4.64	5,572.48
B76057 - Primavera P6 Enterprise Project Portfolio Management Cloud Service - Hosted Named User	NORTH AMERICA	140	12 mo	56.56	95,017.86
B79672 - Primavera Unifier Project Controls Cloud Service - Hosted Named User	NORTH AMERICA	79	12 mo	53.58	50,795.26
B78041 - AutoVue 2D Professional Cloud Service - Hosted Named User	NORTH AMERICA	79	12 mo	4.64	4,402.26
B79107 - Primavera Analytics Cloud Service - Hosted Named User	NORTH AMERICA	80	12 mo	40.82	39,191.04
B82760 - Primavera P6 Cloud Service, Additional Production Database - Hosted Named User	NORTH AMERICA	25	12 mo	86.40	25,920.00
			Subtotal	,	762,215.04

Expansion at Renewal Term: 31-Dec-2023

Service Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B79107 - Primavera Analytics Cloud Service - Hosted Named User	NORTH AMERICA	40	12 mo	40.82	19,595.52
			Subtotal		19,595.52

Consulting / Professional Services Fees	Quantity	Term	Net Fee
B93145 - Oracle Construction and Engineering Project Integration Framework Consulting Service, Cloud	4	N/A	14,400.00
		Other Fees	14,400.00

Fee Description	Net Fee
Cloud Services Fees	781,810.56
Consulting / Professional Services Fees	14,400.00
Net Fees	796,210.56
Total Fees	796,210.56

#### A. Terms of Your Order

#### 1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-66862 effective 29-AUG-2013

# 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. 30-Nov-2022

# 6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts.

#### 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, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

#### **B. Additional Order Terms**

## 1. Segmentation

The purchase of Cloud Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Cloud Services, Professional Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

# 2. Oracle Data Processing Agreement for Oracle Consulting and Advanced Customer Services

a. To the extent You provide personal information to Oracle as part of Oracle's provision of services under this order, Oracle will comply with the applicable version of the Oracle Data Processing Agreement for Oracle Services. The version of the Data Processing Agreement applicable to Your order is available at https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing and is incorporated herein by reference.

b. For the services specified in this order, in addition to the Third Party Subprocessors listed on My Oracle Support, the following Third Party Subprocessors may also process Your personal information:

Third Party Subprocessor	Location	Type of Service
N/A		

## 3. Terms for Consulting/Professional Services

## Consulting/Professional Services Payment Frequency:

Unless otherwise specified in services descriptions applicable to the consulting/professional services You have ordered, or in an exhibit specifying the consulting/professional services You have ordered, the fees for services and any applicable taxes may be invoiced (i.) upon Your execution of and Oracle's acceptance of this order in advance of service performance for fixed fee services; or (ii.) after the performance of service for fixed fee services, where advance invoicing is prohibited by law (e.g. public sector accounts); or (iii.) monthly as services are performed for Time and Materials services which are identified above as "per Hour". You are responsible for payment of expenses, if any. Expenses will be invoiced monthly as they are incurred.

## Assumptions and obligations for Consulting/Professional Services:

Upon Oracle's reasonable request, You agree to provide Oracle access to relevant resources with knowledge to support the performance of the services.

You will provide for all Oracle resources performing services at Your location, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.).

As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

## 4. Professional Services Delivery Policies

The Oracle Professional Services Delivery Policies ("Policies") available at http://www.oracle.com/contracts apply only to the Consulting/Professional Services you have acquired under this order.

CPQ-2515564 - 1 Issued by Oracle America, Inc. 26-AUG-2022

# 5. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

**Denver International Airport** 

Signature

Name Lance Jav

Title Chief Procurement Officer
City and County of Denver

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Signature Date 11-18-2022

# **BILL TO / SHIP TO INFORMATION**

Bill To		Ship To	
Customer Name	Denver International Airport	<b>Customer Name</b>	Denver International Airport
Customer Address	8500 Pena Blvd, Room 8870 Room 8870 DENVER CO 80249	Customer Address	8500 Pena Blvd, Room 8870 Room 8870 DENVER CO 80249
Contact Name	Berit Ortwein	Contact Name	Berit Ortwein
Contact Phone	1-1-303-3424568	Contact Phone	1-1-303-3424568
Contact Email	Berit.Ortwein@flydenver.com	Contact Email	Berit.Ortwein@flydenver.com