ORACLE

ORDERING DOCUMENT

Oracle Canada ULC
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Toronto, Ontario
M8X 2X9 Canada

Name	The City of Winnipeg	**Contact**	Travis Herntier
Address	510 MAIN STREET 5TH FLOOR WINNIPEG R3B 1B9 MB	**Phone Number**	2043915693
		Email Address	therntier@winnipeg.ca

Programs and Program-Related Service Offerings

Item	Part Number	Description / License Type	Quantity
1.0	L32422	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	11887
1.1		**Software Update License & Support**	
2.0	L32423	PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	11887
2.1		**Software Update License & Support**	
3.0	L32425	PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	11887
3.1		**Software Update License & Support**	
4.0	L32428	PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	11887
4.1		**Software Update License & Support**	
5.0	L32431	PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	11887
5.1		**Software Update License & Support**	
6.0	L46774	PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual	11887
6.1		**Software Update License & Support**	
7.0	L46782	PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	11887
7.1		**Software Update License & Support**	
8.0	L43981	PeopleSoft Enterprise Financials - Enterprise Employee Perpetual	11887
8.1		**Software Update License & Support**	
9.0	L43997	PeopleSoft Enterprise Inventory - Enterprise Employee Perpetual	11887
9.1		**Software Update License & Support**	
10.0	L44024	PeopleSoft Enterprise Interaction Hub - Enterprise Employee Perpetual	11887
10.1		**Software Update License & Support**	
11.0	L44028	PeopleSoft Enterprise Project Costing - Enterprise Employee Perpetual	11887
11.1		**Software Update License & Support**	
12.0	L44032	PeopleSoft Enterprise Purchasing - Enterprise Employee Perpetual	11887

Programs and Program-Related Service Offerings			
Item	**Part Number**	**Description / License Type**	**Quantity**
12.1		**Software Update License & Support**	
13.0	L72048	Oracle Hyperion Planning Plus - Enterprise Employee Perpetual	11887
13.1		**Software Update License & Support**	
14.0	L44022	PeopleSoft Enterprise Planning and Budgeting - Enterprise Employee Perpetual	11887
14.1		**Software Update License & Support**	

Fee Description	**Net Fee**
Program Fees	2,538,217.64
Program-Related Service Offering Fees	558,407.87
Total Fees	3,096,625.51

A. Agreement and Modifications to the Agreement

1. Agreement

a. This order incorporates by reference the terms of the Oracle Master Agreement CA-OMA-429008 and all amendments and addenda thereto (the "Master Agreement"). The defined terms in the Master Agreement shall have the same meaning in this order unless otherwise specified herein.

2. Applicable Schedule(s)

a. Programs and Program-Related Service Offerings are governed by Schedule P - Program.

B. General Terms

1. Summary of Fees

a. You have ordered Hardware and/or Programs and 1 year of technical support services.

b. Listed above is a summary of net fees due under this order. All fees on this order are in Canadian Dollars.

c. Technical support fees are invoiced Annually in Advance.

2. Technical Support

a. Oracle Software Support acquired on this order may be renewed annually and, if You renew the same Oracle Software Support for the same number of licenses for the same Programs, for the first and second renewal years, the technical support fee will not increase by more than 0% over the prior year's fees. If You renew the same Oracle Software Support for the same number of licenses for the same Programs, for the third and fourth renewal years, the technical support fee will not increase by more than 2% over the prior year's fees. This contractual cap for technical support fees does not apply to services specifically excluded from cap protection in the Oracle Software Technical Support Policies.

3. Territory

a. The Program licenses included on this order are for use in Canada.

4. Effective Date

a. If accepting this order online, the effective date of this order is the date You submit the order. Otherwise, the effective date is the last signed date stated below.

5. Fees

a. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

6. Order of Precedence

a. In the event of inconsistencies between the terms contained in this order and the Master Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

7. Definitions and Rules

a. To fully understand Your license grant, You need to review the definitions for the licensing metric and term designation as well as the licensing rules.

Enterprise Employee

Enterprise Employee is defined as the total number reported in Your publicly available annual financial report under "Annual Average Headcount", which constitutes the average number (calculated at the end of Your financial year) of all of your full-time, part-time employees and all related entities for whom you and such related entities withhold taxes, and contractors who are deemed "employees" under applicable laws. The value of these programs is determined by the number of such Enterprise Employees.

8. Offer Validity

a. This order is valid through 28-Feb-2026, and shall become binding upon execution by You and acceptance by Oracle.

C. Future Purchases

1. Expansion

a. If You exceed Your licensed quantity You must order the Programs (and first year Oracle Software Support for the Programs) at the appropriate license and support fees specified in the below Expansion table. The number of additional Program licenses to be ordered shall be equal to the actual number of Enterprise Employee Perpetual as of the order date less the total number of licensed quantity (under this order or other orders) rounded up to the next increment on the below Expansion table.

b. Oracle has no delivery obligation for Program licenses ordered pursuant to this section.

c. The version of the License Definitions and Rules referenced in this order will apply to Program licenses ordered pursuant to this section.

d. Notwithstanding section 8 of the Master Agreement, each year 90 days before the anniversary date of the Effective Date order, the City will provide Oracle with an updated number of Enterprise Employees as of such date.

Expansion

Program Description	License Type	Increment	License Fee per Increment	First Year Oracle Software Support Fee per Increment
PeopleSoft Enterprise Human Resources	Enterprise Employee Perpetual	1,188.7	253,821.76	55,840.78
PeopleSoft Enterprise Payroll				
PeopleSoft Enterprise Time and Labor				
PeopleSoft Enterprise Recruiting Solutions				
PeopleSoft Enterprise ePerformance				
PeopleSoft Enterprise Purchasing				
PeopleSoft Enterprise Inventory				
PeopleSoft Enterprise Project Costing				
PeopleSoft Enterprise Financials				
PeopleSoft Enterprise Interaction Hub				
PeopleSoft Enterprise Benefits Administration				
PeopleSoft Enterprise eCompensation				
Oracle Hyperion Planning Plus				
PeopleSoft Enterprise Planning and Budgeting				

D. English Language

The parties have agreed that this ordering document be drafted in English. Les parties ont convenu que ce document de commande sera rédigé en anglais.

The City of Winnipeg		Oracle Canada ULC	
Signature		Signature	
Name		Name	
Title		Title	
Signature Date		Signature Date	

BILL TO / SHIP TO INFORMATION

Bill To		**Ship To**	
Customer Name	The City of Winnipeg	**Customer Name**	The City of Winnipeg
Customer Address	510 MAIN STREET 5TH FLOOR WINNIPEG R3B 1B9	**Customer Address**	510 MAIN STREET 5TH FLOOR WINNIPEG R3B 1B9
Contact Name	Travis Herntier	**Contact Name**	Travis Herntier
Contact Phone	2043915693	**Contact Phone**	2043915693
Contact Email	therntier@winnipeg.ca	**Contact Email**	therntier@winnipeg.ca