

1 [Software License and Support Agreement Amendment - Oracle America, Inc. - Emerge
2 Project - Maximum Expenditure of \$14,287,737]

3 **Resolution authorizing the Controller to enter into the Tenth Amendment of a software**
4 **license and support agreement with Oracle America, Inc., for perpetual software**
5 **licenses and software support services for the Controller's Emerge Project, extending**
6 **the contract term of November 16, 2007, through April 22, 2016, by five years through**
7 **April 22, 2021, and increasing the maximum expenditure by \$4,300,892 to \$14,287,737.**

8
9 WHEREAS, On November 16, 2007, the City and County of San Francisco ("City"),
10 acting through its Controller entered into an agreement with Oracle America, Inc. ("Oracle"),
11 for perpetual software licenses and software support services for the Controller's Emerge
12 Project ("Agreement"); and

13 WHEREAS, The initial software support services term was for one year, renewable
14 annually at the City's option, and the initial maximum expenditure was \$3,940,756; and

15 WHEREAS, The Controller and Oracle amended the Agreement by the First
16 Amendment, dated November 16, 2007; Second Amendment, dated March 26, 2008; Third
17 Amendment, dated November 17, 2008; Fourth Amendment, dated February 22, 2010; Fifth
18 Amendment, dated October 5, 2010; Assignment and Assumption Agreement, dated October
19 5, 2010; Sixth Amendment, dated February 21, 2012; Seventh Amendment, dated February
20 21, 2013; Eighth Amendment, dated July 14, 2014; and Ninth Amendment dated May, 1,
21 2015, extending the software support services term to April 23, 2016, and increasing the
22 maximum expenditure to \$9,986,845; and

23 WHEREAS, By the Tenth Amendment the Controller and Oracle have agreed to extend
24 the software support services term to April 22, 2021, and increase the maximum expenditure
25 by \$4,300,892 to \$14,287,737, for continued software support services; and

1 WHEREAS, The Controller has determined that it is in the best interests of the City to
2 extend the term of the Agreement beyond ten years and increase the maximum expenditure
3 to \$14,287,737 so that the City may continue to receive software support services for the
4 Emerge Project; and

5 WHEREAS, Charter, Section 9.118(b), "Contract and Lease Limitations," requires
6 Board of Supervisors' approval of any contract having a term in excess of ten years or
7 requiring anticipated expenditures by the City of \$10,000,000; and

8 WHEREAS, The Tenth Amendment is on file with the Clerk of the Board of Supervisors
9 in File No. 160097, which is hereby declared to be a part of this motion as if set forth fully
10 herein; and, therefore, be it

11 RESOLVED, That the Board of Supervisors approves the Tenth Amendment to the
12 Agreement with Oracle; and, be it

13 FURTHER RESOLVED, That upon execution of the Tenth Amendment, the Controller
14 shall transmit to the Clerk of the Board of Supervisors a copy of the Tenth Amendment, for
15 inclusion in File No. 160097.

CITY AND COUNTY OF SAN FRANCISCO
BOARD OF SUPERVISORS
BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
FAX (415) 252-0461

March 11, 2016


TO: Budget and Finance Sub-Committee
FROM: Budget and Legislative Analyst 
SUBJECT: March 16, 2016 Budget and Finance Sub-Committee Meeting

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<p>Item 2 File 16-0097</p>	<p>Department: Controller's Office (Controller)</p>
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EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would authorize the tenth amendment to the original license and software agreement between the City of San Francisco and Oracle America, Inc. (Oracle) for Oracle to continue to provide the City with needed software licenses and maintenance related to the eMerge system. The proposed amendment would extend the agreement term by five years from April 23, 2016 through April 22, 2021, and increase the total not-to-exceed amount by \$4,300,892, from \$9,986,845 to \$14,287,737.

Key Points

- The City entered into a license and software agreement with Oracle in 2007, following a competitive Request for Proposals process, to support implementation of the eMerge system. Under the license and software agreement, Oracle granted the City non-exclusive, royalty-free, perpetual limited right to use Oracle’s programs and receive services for the City’s eMerge system. The eMerge system was launched in 2012 and processes all of the City’s human resources, benefits, and payroll transactions.
- The original license and software agreement with Oracle has been amended nine times; each of the nine amendments is a software license and maintenance agreement extending the term of the original license and software agreement by one year and increasing the not-to-exceed amount to cover expenditures for the additional year. The ninth amendment extended the agreement through April 22, 2016 and increased the not-to-exceed amount to \$9,986,845.

Fiscal Impact

- Out of the presently authorized not-to-exceed amount of \$9,986,845, \$9,757,446 has been expended to date on the license and software agreement with Oracle, with a final payment of \$221,245 to be paid on April 22, 2016, for a total amount spent of \$9,978,690.
- The requested not-to-exceed amount of the proposed amendment to the agreement with Oracle is \$4,300,892 over the five year extension. The Controller’s Office will request an appropriation from the Board of Supervisors for the agreement with Oracle in its FY 2016-17 and FY 2017-18 budget.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a City department that has a term of more than ten years, or expenditures of \$10 million or more, or an amendment to such contract of more than \$500,000, is subject to Board of Supervisors approval.

City Administrative Code Section 21.30 authorizes City departments to enter into perpetual, nonexclusive software licensing agreements of less than \$10 million without Board of Supervisors approval. According to Administrative Code Section 21.30(d), where a vendor has proprietary rights to software or where maintenance of equipment by a particular vendor is required to preserve a warranty, any software support and equipment maintenance agreements entered into with that vendor can be awarded on a sole source basis subject to approval by the Purchaser.

BACKGROUND

The City's Department of Human Resources entered into a license and software agreement with Oracle America, Inc. (Oracle) in 2007 following a competitive Request for Proposals (RFP) process to support implementation of the Project eMerge. Under the license and software agreement, Oracle granted the City non-exclusive, royalty-free, perpetual limited right to use Oracle's programs and provide maintenance services to the eMerge system.

The eMerge system replaced three obsolete systems.¹ The eMerge system processes all of the City's human resources, benefits, and payroll transactions. Responsibility for eMerge was transferred from the Department of Human Resources to the Controller's Office in 2009, where it became the eMerge Division of the Controller's Office. The system was launched in 2012. The system has over 6,000 direct users and performs two core functions: 1) processing biweekly payroll of approximately \$125,000,000 for approximately 30,000 employees of the City; and 2) processing benefits for 110,000 employees, dependents, retirees and survivors of the City and the San Francisco Unified School District.

The Department of Human Resources entered into the first amendment to the license and software agreement with Oracle in November 2007, implementing a software license and maintenance agreement for a term of one year from November 2007 to November 2008, renewable annually at the City's option, in a not-to-exceed amount of \$3,940,756. The original license and software agreement with Oracle has been amended nine times; each of the nine amendments is a software license and maintenance agreement extending the term of the original license and software agreement by one year and increasing the not-to-exceed amount to cover expenditures for the additional year. The ninth amendment extended the agreement through April 22, 2016 and increased the not-to-exceed amount to \$9,986,845. The original license and software agreement and all subsequent amendments did not require Board of

¹ Oracle's PeopleSoft Human Capital Management System (eMerge) replaced (1) the City's payroll system (GEAC), (2) human resources system and benefits system (PeopleSoft 7.5), and (3) time entry system (TESS).

Supervisors approval because the not-to-exceed amount of the agreement was less than \$10,000,000.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the tenth amendment to the original license and software agreement between the City and Oracle for Oracle to continue to provide the City with needed software licenses and maintenance services required to support the eMerge system. The proposed amendment would extend the agreement term by five years from April 23, 2016 through April 22, 2021, and increase the total not-to-exceed amount by \$4,300,892, from \$9,986,845 to \$14,287,737.

According to Mr. Dennis McCormick, Acting Director of the eMerge Division of the Controller's Office, the original software and license agreement between Oracle and the City is a non-exclusive, perpetual limited rights agreement for the City to use Oracle's software for the eMerge system, as allowed by Administrative Code Section 21.30. Under the amendments to the software and license agreement, Oracle grants an annual software license to the City and provides software maintenance services, consistent with Administrative Code Section 21.30(d).

According to Mr. McCormick, the Controller's Office chose to amend the agreement to extend the term by five years, rather than one year as had been done nine times previously, because the City has added functions to the eMerge system, including (1) purchasing the Oracle Financials system that will replace the City's Financial and Accounting Management Information System (FAMIS), (2) updating software to PeopleSoft 9.2, and (3) expanding Oracle's online training program, eLearning, and (4) potentially expanding the pilot of the ePerformance program currently underway.

FISCAL IMPACT

According to data provided by the Controller's Office, out of the presently authorized not-to-exceed amount of \$9,986,845, \$9,757,446 has been expended to date on the license and software agreement with Oracle, with a final payment of \$221,245 to be paid on April 22, 2016, for a total amount spent of \$9,978,690. This leaves an unexpended balance of \$8,154 under the existing total not-to-exceed amount of \$9,986,845.

Under the last year of the existing agreement, the software license and maintenance support cost is \$803,688 per year. Under the proposed tenth amendment to the agreement, this cost will increase by \$56,491 or approximately 7 percent, to \$860,179 per year. According to Mr. McCormick, the increase is due to (a) allocating license amounts to this agreement that were previously under a separate purchase order (\$5,919); (b) an increase in the number of employees using the eMerge system (\$25,121); and (c) an adjustment based on the Consumer Price Index, which increased the contract for a fixed rate over five years (\$25,451).

The total requested not-to-exceed amount of the proposed tenth amendment to the agreement with Oracle is \$4,300,892 over the five year extension, as shown in Table 1 below. Mr. McCormick states that the Controller's Office will request an appropriation from the Board

of Supervisors for agreement with Oracle in its FY 2016-17 and FY 2017-18 budget. The first payment under this requested amendment will not be due until FY 2016-17.

Table 1: Increased Cost of Requested Tenth Amendment to Oracle Agreement

Year	Estimated Cost
Year 1	\$860,179
Year 2	860,179
Year 3	860,179
Year 4	860,179
Year 5	860,179
Total	\$4,300,892*

*Total may vary due to rounding

RECOMMENDATION

Approve the proposed resolution.



CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

160097

Ben Rosenfield
Controller

Todd Rydstrom
Deputy Controller

February 1, 2016

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached please find an original and two copies of a proposed resolution for Board of Supervisors approval, which would authorize the Office of the Controller to enter into the tenth amendment to the agreement with Oracle America, Inc., bringing the contract total to \$14,287,737.00.

This contract amendment is essential for the Office of the Controller's eMerge Division to maintain the software licenses required for the Human Resources, Benefits Administration and Payroll services eMerge provides to the active, retired, and future workforce of the City and County of San Francisco (CCSF) through the implementation of Oracle's PeopleSoft Human Capital Management (HCM) system pursuant to Charter, Section 9.118(b). City Charter, Section 9.118(b) requires board approval for all contracts or amendments in excess of ten year or requiring anticipated City expenditures of ten million dollars.

The following is a list of accompanying documents (three sets):

- Resolution
- Oracle America, Inc. Contract Amendment 10
- Oracle America, Inc. Original Contract and Amendments 1-9
- Form SFEC-126 for Oracle America, Inc.

The eMerge Division supports and maintains the PeopleSoft HCM and Enterprise Learning Management systems which are essential for the management of the City's human resources, benefits and payroll services.

Please contact me with any questions. You may also direct questions to the eMerge Director, Dennis McCormick at (415) 701- 3439 or Dennis.McCormick@sfgov.org.

Best Regards,


Todd Rydstrom
Deputy Controller

RECEIVED
CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER
JAN 29 11:57 AM '16

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Tenth Amendment

THIS AMENDMENT (this "Amendment") is made as of **April 23, 2016**, in San Francisco, California, by and between **Oracle America, Inc.**, 1910 Oracle Way, Reston, VA 20190 ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to purchase annual support and increase the contract amount;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Oracle pre-printed License and Services Agreement dated (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by the First Amendment, dated November 16, 2007; Second Amendment, dated March 26, 2008; Third Amendment, dated November 17, 2008; Fourth Amendment, dated February 22, 2010; Fifth Amendment, dated October 5, 2010; Assignment and Assumptions Agreement, dated October 5, 2010; Sixth Amendment, dated February 21, 2012; Seventh Amendment, dated February 21, 2013; Eighth Amendment, dated July 14, 2014 and Ninth Amendment dated May, 1, 2015.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 1. Section 1, Definitions of the Agreement currently reads as follows:

ACCEPTANCE City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the November 2007 Ordering Document (Appendix A), and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8.

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AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA 071807), to which Amendments One, Two, Three, Four, Five, Six, Seven, Eight and this document, Amendment Nine, are attached, and these documents shall be construed together as this "Agreement" or "Master Agreement."

AMENDMENT Amendments One, Two, Three, Four, Five, Six, Seven, Eight and this document, Amendment Nine, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSA V071807 or the Ordering Documents.

**AUTHORIZATION; or
AUTHORIZATION
DOCUMENT** This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the Office of the Controller and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. A Purchase Order certified by the Controller indicates full funding for that order.

DOCUMENTATION Shall have the definition as "Program Documentation" in the OLSAV071807 paragraph A.

**LICENSED
SOFTWARE** One or more of the proprietary computer software programs identified in the Authorization Document, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received either under the respective Ordering Document(s) or by virtue of being a current customer of Oracle's Software Update License and Support (Support) by City from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.

OBJECT CODE Machine readable compiled form of Licensed Software provided by Contractor.

PRECEDENCE Notwithstanding the terms of any other document executed by the parties as a part of this Agreement, including the Ordering Documents, the terms of the first eight amendments and this Amendment Nine shall control over any conflicting or inconsistent terms set forth in any other Oracle Pre-Printed document.

**THE ORDERING
DOCUMENTS** The Oracle ordering forms attached to Amendment One as Appendix A, the Oracle ordering forms attached to Amendment Two as Appendix B, the Oracle ordering forms attached to Amendment Three as Appendix C,

the Oracle ordering forms attached to Amendment Four as Appendix D, the Oracle ordering forms attached to Amendment Five as Appendix E, the Oracle ordering forms attached to Amendment Six as Appendix F, the Oracle ordering forms attached to Amendment Seven as Appendix G, the Oracle ordering forms attached to Amendment Eight as Appendix H, and, the Oracle ordering forms attached to Amendment Nine as Appendix I.

SOURCE CODE The human readable compliable form of the Licensed Software to be provided by Contractor.

SPECIFICATIONS

The functional and operational characteristics of the Licensed Software as described in Contractor's current published Documentation.

WARRANTY

PERIOD The warranty period shall commence on (i) the effective date of the Ordering Document and continue for 12 (twelve) months for the software and each related update to the software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services, unless greater periods for (i) and (ii) are specified in the Ordering Documents.

Such section is hereby amended in its entirety to read as follows:

ACCEPTANCE City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the November 2007 Ordering Document (Appendix A), and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8.

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA 071807), to which Amendments One, Two, Three, Four, Five, Six, Seven, Eight, Nine and this document, Amendment Ten, are attached, and these documents shall be construed together as this "Agreement" or "Master Agreement."

AMENDMENT Amendments One, Two, Three, Four, Five, Six, Seven, Eight, Nine and this document, Amendment Ten, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSA V071807 or the Ordering Documents.

**AUTHORIZATION; or
AUTHORIZATION
DOCUMENT**

This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the Office of the Controller and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. A Purchase Order certified by the Controller indicates full funding for that order.

DOCUMENTATION Shall have the definition as "Program Documentation" in the OLSAV071807 paragraph A.

**LICENSED
SOFTWARE**

One or more of the proprietary computer software programs indentified in the Authorization Document, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received either under the respective Ordering Document(s) or by virtue of being a current customer of Oracle's Software Update License and Support (Support) by City from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.

OBJECT CODE Machine readable compiled form of Licensed Software provided by Contractor.

PRECEDENCE Notwithstanding the terms of any other document executed by the parties as a part of this Agreement, including the Ordering Documents, the terms of the first nine amendments and this Amendment Tenth shall control over any conflicting or inconsistent terms set forth in any other Oracle Pre-Printed document.

**THE ORDERING
DOCUMENTS**

The Oracle ordering forms attached to Amendment One as Appendix A, the Oracle ordering forms attached to Amendment Two as Appendix B, the Oracle ordering forms attached to Amendment Three as Appendix C, the Oracle ordering forms attached to Amendment Four as Appendix D, the Oracle ordering forms attached to Amendment Five as Appendix E, the Oracle ordering forms attached to Amendment Six as Appendix F, the Oracle ordering forms attached to Amendment Seven as Appendix G, the Oracle ordering forms attached to Amendment Eight as Appendix H, the Oracle ordering forms attached to Amendment Nine as Appendix I, and, the Oracle ordering forms attached to Amendment Ten as Appendix J.

SOURCE CODE The human readable compliable form of the Licensed Software to be provided by Contractor.

SPECIFICATIONS

The functional and operational characteristics of the Licensed Software as described in Contractor's current published Documentation.

WARRANTY

PERIOD

The warranty period shall commence on (i) the effective date of the Ordering Document and continue for 12 (twelve) months for the software and each related update to the software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services, unless greater periods for (i) and (ii) are specified in the Ordering Documents.

2b. Section 3. Section 3, City's Payment Obligation of the Agreement currently reads as follows:

3. City's Payment Obligation

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document attached as Appendix I to this Ninth Amendment, the amount for the Program Fees and Program Related Service Offerings Fees shall be increased by one hundred and forty-eight thousand and eighty-five dollars and no cents (\$148,985.00).

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In no event shall the aggregate amount of the Software License payments exceed three million six hundred and eleven thousand three hundred and forty-two dollars and no cents (\$3,611,342.00). In no event shall the aggregate fees for Support exceed six million, three hundred and seventy-five thousand five hundred and three dollars and no cents (\$6,375,503.00).

In no event shall the total amount for all software and services paid under this contract exceed nine million nine hundred and eighty-six thousand eight hundred and forty-five dollars and no cents (\$9,986,845.00).

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

Such section is hereby amended in its entirety to read as follows:

3. City's Payment Obligation

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document attached as Appendix J to this Tenth Amendment, the amount for the Technical Support Services fees shall be increased

by four million three hundred thousand eight hundred and ninety-two dollars and no cents (\$4,300,892.00).

In no event shall the aggregate amount of the Software License payments exceed three million six hundred and eleven thousand three hundred and forty-two dollars and no cents (\$3,611,342.00). In no event shall the aggregate fees for Technical Support Services exceed ten million six hundred and seventy-six thousand three hundred and ninety-five dollars and no cents (\$10,676,395.00).

In no event shall the total amount for all software and technical support services paid under this contract exceed fourteen million two hundred eighty-seven thousand seven hundred thirty-seven dollars and no cents (\$14,287,737.00).

The City shall pay the fees for the Technical Support Services set forth in the order document attached to this Agreement after the Controller has certified the funds regarding that order and issued a Purchase Order. Payments of fees for the Technical Support Services shall be invoiced by Contractor in arrears on a quarterly basis.

2c. Appendix J. The Ordering Document dated January 22, 2016 for technical support services is added to the Agreement and incorporated by reference hereto as Appendix J. Pages 7 – 10 of Appendix J are deleted in their entirety.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after April 23, 2016.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. Execution. Your signature, printed name, title and signature date in the signature block below are the only handwritten changes to this Amendment that will be accepted. Other changes to this Amendment, handwritten or otherwise, will render this Amendment null and void, unless such changes have been specifically agreed to by both parties in writing.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Todd Rydstrom
Deputy Controller
Office of the Controller

Approved as to Form:

Dennis J. Herrera
City Attorney

By:

Louise S. Simpson
Deputy City Attorney

Approved:

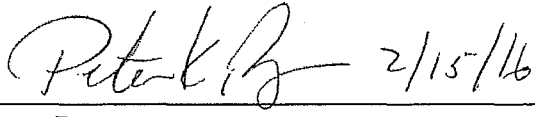
Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

Appendix:

J: Ordering Document dated 22-JAN-2016 for Technical Support Services

CONTRACTOR

Oracle America, Inc.

 2/15/16

Peter Roy
Sr. Director, Deal Management
N. America Hardware & License

City vendor number: 41827



22-Jan-16

Keith Miller
CITY & COUNTY OF SAN FRANCISCO
PPSD/E-MERGE Controller's Office
1 S Van Ness Ave, Ste 800
San Francisco
CA 94103
United States

Dear Keith Miller

The technical support services provided under support service number 2713711 will expire, or have expired, on 22-Apr-16. Please find attached an ordering document for the renewal of these technical support services. If applicable, the attached ordering document may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

To prevent interruption to and/ or termination of technical support services, please complete your order for the renewal of technical support services, identified in the ordering document, by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the ordering document on or before 24-Mar-16.

If you have questions regarding your order or require further information, please contact me at the e-mail address or telephone number provided below.

Regards,

Ann Tran
Oracle Support Services
E-mail: ann.tran@oracle.com
Tel.: 408.556.4833
Fax: 408.556.4833



GENERAL INFORMATION

OFFER EXPIRATION	ORACLE: Oracle America, Inc.
Support Service Number: 2713711 Offer Expires: 22-Apr-16	Oracle Support Sales Representative: Ann Tran Telephone: 408.556.4833 Fax: 408.556.4833 E-mail: ann.tran@oracle.com
CUSTOMER: CITY & COUNTY OF SAN FRANCISCO	
CUSTOMER QUOTE TO Account Contact: Keith Miller Account Name: CITY & COUNTY OF SAN FRANCISCO Address: PPSD/E-MERGE Controller's Office 1 S Van Ness Ave, Ste 800 San Francisco CA 94103 United States Telephone: 415 415.701.3498 Fax: E-mail: keith.miller@sfgov.org	CUSTOMER BILL TO Account Contact: Wendy Hamilton Account Name: CITY & COUNTY OF SAN FRANCISCO Address: Controllers (COI06) City Hall Room 484, 1DR GOODLEFT Place, San Francisco CA 94102 United States Telephone: 415-701.3492 Fax: E-mail: Wendy.Hamilton@sfgov.org

"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 2713711, to Your Oracle Support Sales Representative identified in the table above.

SERVICE DETAILS

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Micro Focus International Ltd. Server Express COBOL for UNIX for 5 Named Users (Mfr is Microfocus; Third Party Program)	15684995	1		FULL USE	23-Apr-16	22-Apr-21	67,490.90
Oracle User Productivity Kit Standard - UPK Developer Perpetual	15684995	4		FULL USE	23-Apr-16	22-Apr-21	21,312.95
Oracle User Productivity Kit - UPK Employee Perpetual	15684995	60000		FULL USE	23-Apr-16	22-Apr-21	532,823.25
PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual	15684995	30000		FULL USE	23-Apr-16	22-Apr-21	135,472.90
PeopleSoft Enterprise Directory Interface - Enterprise Employee Perpetual	15684995	60000		FULL USE	23-Apr-16	22-Apr-21	60,210.10
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	15684995	60000		FULL USE	23-Apr-16	22-Apr-21	180,630.45
PeopleSoft Enterprise Enterprise Learning Management - Enterprise Employee Perpetual	15684995	39000		FULL USE	23-Apr-16	22-Apr-21	352,229.15
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	15684995	39000		FULL USE	23-Apr-16	22-Apr-21	352,229.55
PeopleSoft Enterprise HCM Portal Pack - Enterprise Employee Perpetual	15684995	39000		FULL USE	23-Apr-16	22-Apr-21	39,136.70
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	15684995	60000		FULL USE	23-Apr-16	22-Apr-21	963,363.15
PeopleSoft Enterprise Interaction Hub - Enterprise \$M in Operating Budget Perpetual	15684995	5700		FULL USE	23-Apr-16	22-Apr-21	193,049.05
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	15684995	30000		FULL USE	23-Apr-16	22-Apr-21	587,049.40
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	15684995	39000		FULL USE	23-Apr-16	22-Apr-21	254,388.15
PeopleSoft Enterprise UPK Benefits Administration (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	23-Apr-16	22-Apr-21	10,656.50

Program Technical Support Services**Service Level: Software Update License & Support**

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise UPK eBenefits (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	23-Apr-16	22-Apr-21	5,328.15
PeopleSoft Enterprise UPK Enterprise Learning Management (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	23-Apr-16	22-Apr-21	10,656.50
PeopleSoft Enterprise UPK ePay (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	23-Apr-16	22-Apr-21	5,328.55
PeopleSoft Enterprise UPK ePerformance (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	23-Apr-16	22-Apr-21	10,656.50
PeopleSoft Enterprise UPK eProfile (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	23-Apr-16	22-Apr-21	5,328.15
PeopleSoft Enterprise UPK Fundamentals for HCM Software Modules (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	23-Apr-16	22-Apr-21	5,328.15
PeopleSoft Enterprise UPK Human Resources (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	23-Apr-16	22-Apr-21	10,656.50
PeopleSoft Enterprise UPK Payroll for North America (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	23-Apr-16	22-Apr-21	10,656.50
PeopleSoft Enterprise UPK Reporting Tools for HCM Software Modules (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	23-Apr-16	22-Apr-21	10,656.50
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15684995	1		FULL USE	23-Apr-16	22-Apr-21	0.00
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	15850773	30000		FULL USE	23-Apr-16	22-Apr-21	295,630.00

Program Technical Support Services
Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise UPK Time & Labor (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15850773	1		FULL USE	23-Apr-16	22-Apr-21	10,647.25
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15850773	1		FULL USE	23-Apr-16	22-Apr-21	0.00
Micro Focus International Ltd. Server Express COBOL for UNIX for 2 Named Users (Mfr is Microfocus; Third Party Program)	19181549	1		LIMITED USE SPECIFIC D APP	23-Apr-16	22-Apr-21	31,136.30

Program Technical Support Fees: USD 4,162,051.25

Program Technical Support Services
Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual	15684995	2000		FULL USE	23-Apr-16	22-Apr-21	8,642.15
PeopleSoft Enterprise Interaction Hub - Enterprise \$M in Operating Budget Perpetual	15684995	2280		FULL USE	23-Apr-16	22-Apr-21	73,890.15
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	15684995	2000		FULL USE	23-Apr-16	22-Apr-21	37,449.20
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	15850773	2000		FULL USE	23-Apr-16	22-Apr-21	18,858.60

Program Technical Support Fees: USD 138,840.10

Total Price: USD 4,300,891.35

Plus applicable tax

Please note the following:

- If You have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for an Oracle product, if applicable, may change during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.

- If Oracle accepts Your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.

TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, CITY & COUNTY OF SAN FRANCISCO represents that Customer has authorized CITY & COUNTY OF SAN FRANCISCO to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. CITY & COUNTY OF SAN FRANCISCO agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. CITY & COUNTY OF SAN FRANCISCO agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and b) any failure of CITY & COUNTY OF SAN FRANCISCO to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

The technical support services acquired under this ordering document are governed by the terms and conditions of the US-OLSA-10013938-30-NOV-2007 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

ORDER PROCESSING DETAILS

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order, Your check or a credit card confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

Please note that if the pre-tax value of this ordering document is USD \$2,000 or less, the technical support services ordered (i) must be paid by credit card; or (ii) You must renew Your support via the Oracle Store. Please contact Your Oracle Support Sales Representative for details regarding renewing Your support via the Oracle Store.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

"If CITY & COUNTY OF SAN FRANCISCO is a tax exempt organization, a copy of CITY & COUNTY OF SAN FRANCISCO's tax exemption certificate must be submitted with CITY & COUNTY OF SAN FRANCISCO's purchase order, check, credit card or other acceptable form of payment."

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 2713711
- Total Price: USD 4,300,891.35 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, CITY & COUNTY OF SAN FRANCISCO agrees that the terms of this ordering document and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this ordering document.

Please e-mail or fax the purchase order to Oracle in accordance with the Remittance Details section below.

Check

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Support Service Number: 2713711
- Total Price: USD 4,300,891.35 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, CITY & COUNTY OF SAN FRANCISCO agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the check shall apply.

Please mail check payments in accordance with the Remittance Details section below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid by credit card, please complete the information in this section and return it to Oracle in accordance with the Remittance Details section below. The credit card used to make payment must be valid for the entire support services term. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

Credit Card Number

Credit Card Type (Visa, MasterCard, AMEX)

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name (as it appears on the credit card)

In issuing this credit card confirmation, CITY & COUNTY OF SAN FRANCISCO agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the credit card confirmation shall apply.

Remittance Details

Purchase orders or credit card details for the technical support services ordered under this ordering document should be sent to:

Attn: Ann Tran
Oracle Support Services
Fax: 408.556.4833
E-mail: ann.tran@oracle.com

Checks for the technical support services ordered under this ordering document should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 44471
San Francisco, CA 94144-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Ninth Amendment

THIS AMENDMENT (this "Amendment") is made as of **May 1, 2015**, in San Francisco, California, by and between **Oracle America, Inc.**, 1910 Oracle Way, Reston, VA 20190 ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to expand the number of PeopleSoft licenses, annual support and increase the contract amount;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Oracle pre-printed License and Services Agreement dated (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by the First Amendment, dated November 16, 2007; Second Amendment, dated March 26, 2008; Third Amendment, dated November 17, 2008; Fourth Amendment, dated February 22, 2010; Fifth Amendment, dated October 5, 2010; Assignment and Assumptions Agreement, dated October 5, 2010; Sixth Amendment, dated February 21, 2012; Seventh Amendment, dated February 21, 2013; and Eighth Amendment, dated July 14, 2014.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 1. Section 1, Definitions of the Agreement currently reads as follows:

ACCEPTANCE City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the November 2007 Ordering Document (Appendix A), and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8.

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AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA 071807), to which Amendments One, Two, Three, Four, Five, Six, Seven, and this document, Amendment Eight, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendments One, Two, Three, Four, Five, Six, Seven, and this document, Amendment Eight, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSA V071807 or the Ordering Documents.

**AUTHORIZATION; or
AUTHORIZATION
DOCUMENT**

This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the Office of the Controller and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. A Purchase Order certified by the Controller indicates full funding for that order.

DOCUMENTATION Shall have the definition as "Program Documentation" in the OLSAV071807 paragraph A.

**LICENSED
SOFTWARE**

One or more of the proprietary computer software programs identified in the Authorization Document, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received either under the respective Ordering Document(s) or by virtue of being a current customer of Oracle's Software Update License and Support (Support) by City from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.

OBJECT CODE Machine readable compiled form of Licensed Software provided by Contractor.

PRECEDENCE Notwithstanding the terms of any other document executed by the parties as a part of this Agreement, including the Ordering Documents, the terms of the first seven amendments and this Amendment Eight shall control over any conflicting or inconsistent terms set forth in any other Oracle Pre-Printed document.

**THE ORDERING
DOCUMENTS**

The Oracle ordering forms attached to Amendment One as Appendix A, the Oracle ordering forms attached to Amendment Two as Appendix B, the Oracle ordering forms attached to Amendment Three as Appendix C,

the Oracle ordering forms attached to Amendment Four as Appendix D, the Oracle ordering forms attached to Amendment Five as Appendix E, the Oracle ordering forms attached to Amendment Six as Appendix F, the Oracle ordering forms attached to Amendment Seven as Appendix G, and, the Oracle ordering forms attached to Amendment Eight as Appendix H.

SOURCE CODE The human readable compliant form of the Licensed Software to be provided by Contractor.

SPECIFICATIONS

The functional and operational characteristics of the Licensed Software as described in Contractor's current published Documentation.

WARRANTY

PERIOD

The warranty period shall commence on (i) the effective date of the Ordering Document and continue for 12 (twelve) months for the software and each related update to the software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services, unless greater periods for (i) and (ii) are specified in the Ordering Documents.

Such section is hereby amended in its entirety to read as follows:

ACCEPTANCE City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the November 2007 Ordering Document (Appendix A), and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8.

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA 071807), to which Amendments One, Two, Three, Four, Five, Six, Seven, Eight and this document, Amendment Nine, are attached; and these documents shall be construed together as this "Agreement" or "Master Agreement."

AMENDMENT Amendments One, Two, Three, Four, Five, Six, Seven, Eight and this document, Amendment Nine, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSA V071807 or the Ordering Documents.

**AUTHORIZATION; or
AUTHORIZATION**

DOCUMENT

This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the Office of the Controller and

Oracle Applications – Ninth Amendment – License Expansion P-550 (7-11)	3 of 8	May 1, 2015
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Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. A Purchase Order certified by the Controller indicates full funding for that order.

DOCUMENTATION Shall have the definition as "Program Documentation" in the OLSAV071807 paragraph A.

LICENSED SOFTWARE

One or more of the proprietary computer software programs identified in the Authorization Document, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received either under the respective Ordering Document(s) or by virtue of being a current customer of Oracle's Software Update License and Support (Support) by City from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.

OBJECT CODE Machine readable compiled form of Licensed Software provided by Contractor.

PRECEDENCE Notwithstanding the terms of any other document executed by the parties as a part of this Agreement, including the Ordering Documents, the terms of the first eight amendments and this Amendment Nine shall control over any conflicting or inconsistent terms set forth in any other Oracle Pre-Printed document.

THE ORDERING DOCUMENTS

The Oracle ordering forms attached to Amendment One as Appendix A, the Oracle ordering forms attached to Amendment Two as Appendix B, the Oracle ordering forms attached to Amendment Three as Appendix C, the Oracle ordering forms attached to Amendment Four as Appendix D, the Oracle ordering forms attached to Amendment Five as Appendix E, the Oracle ordering forms attached to Amendment Six as Appendix F, the Oracle ordering forms attached to Amendment Seven as Appendix G, the Oracle ordering forms attached to Amendment Eight as Appendix H, and, the Oracle ordering forms attached to Amendment Nine as Appendix I.

SOURCE CODE The human readable compliable form of the Licensed Software to be provided by Contractor.

SPECIFICATIONS

The functional and operational characteristics of the Licensed Software as described in Contractor's current published Documentation.

**WARRANTY
PERIOD**

The warranty period shall commence on (i) the effective date of the Ordering Document and continue for 12 (twelve) months for the software and each related update to the software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services, unless greater periods for (i) and (ii) are specified in the Ordering Documents.

2b. Section 3. Section 3, City's Payment Obligation of the Agreement currently reads as follows:

3. City's Payment Obligation

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document attached as Appendix H to this Eighth Amendment, the amount for the Support fees shall be increased by one million four hundred and twenty-four thousand six hundred and nineteen dollars and no cents (\$1,424,619.00).

In no event shall the aggregate amount of the Software License payments exceed three million four hundred eighty-eight thousand, eight hundred dollars and no cents

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(\$3,488,800.00). In no event shall the aggregate fees for Support exceed six million, three hundred and forty-nine thousand and sixty dollars and no cents (\$6,349,060.00).

In no event shall the total amount for all software and services paid under this contract exceed nine million, eight hundred and thirty-seven thousand eight hundred and sixty dollars and no cents (\$9,837,860.00).

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

Such section is hereby amended in its entirety to read as follows:

3. City's Payment Obligation

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document attached as Appendix I to this Ninth Amendment, the amount for the Program Fees and Program Related Service Offerings Fees shall be increased by one hundred and forty-eight thousand nine hundred and eighty-five dollars and no cents (\$148,985.00).

In no event shall the aggregate amount of the Software License payments exceed three million six hundred and eleven thousand three hundred and forty-two dollars and no cents (\$3,611,342.00). In no event shall the aggregate fees for Support exceed six million, three hundred and seventy-five thousand five hundred and three dollars and no cents (\$6,375,503.00).

In no event shall the total amount for all software and services paid under this contract exceed nine million nine hundred and eighty-six thousand eight hundred and forty-five dollars and no cents (\$9,986,845.00).

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

2c. Section 24. Section 24, Indemnification and General Liability, of the Agreement shall be modified to add the following paragraph as a new fourth paragraph:

As used in this Section 24 and notwithstanding to the contrary set forth herein, the term "property" shall not include intangible property (e.g., software, documentation).

2d. Appendix I. The Ordering Document dated 1-MAY-2015 for expansion of licenses and support service is added to the Agreement and incorporated by reference hereto as Appendix I.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after May 1, 2015.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

Oracle America, Inc.

T. Stevenson

Todd Rydstrom
Deputy Controller
Office of the Controller

[Signature]

Elizabeth Hwang
Senior Contract Manager

City vendor number: 41827

Approved as to Form:

Dennis J. Herrera
City Attorney

[Signature]
By: _____
Rosa M. Sánchez
Deputy City Attorney

Approved:

[Signature]

Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

RECEIVED
15 MAY - 2 PM 2:20

Appendices:

I: Ordering Document dated 1-MAY-2015 for expansion of licenses and support services



APPENDIX I

ORDERING DOCUMENT

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

Your Name City and County of San Francisco
Your Location 1 Dr Carlton B Goodlett Pl Carlton
San Francisco, CA 94102

Your Contact Wendy Hamilton
Phone Number 415-701-3492
Email Address wendy.hamilton@sfgov.org

Table with 2 columns: Product Description / License Type, Quantity. Rows include PeopleSoft Enterprise Time and Labor, Payroll, Absence Management, and Interaction Hub.

Table with 2 columns: Fee Description, Net Fee. Rows include Program Fees, Program-Related Service Offerings Fees, and Total Fees.

A. Agreement and Modifications to the Agreement

1. Agreement

This order incorporates by reference the terms of the Oracle License and Services Agreement V071807 dated November 21, 2007 between Contractor and City, as amended by the First Amendment, dated November 16, 2007; Second Amendment, dated March 26, 2008; Third Amendment, dated November 17, 2008; Fourth Amendment, dated February 22, 2010; Fifth Amendment, dated October 5, 2010; Assignment and Assumptions Agreement, dated October 5, 2010; Sixth Amendment, dated February 21, 2012; Seventh Amendment, dated February 21, 2013; Eighth Amendment, dated July 14, 2014; and this Amendment Nine dated May 1, 2015 (the "Master Agreement," Oracle reference name: US-OLSA-10013938-30-NOV-2007).

B. Terms Specific to Program(s)

1. Delivery and Installation

- a. You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.
b. Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: http://edelivery.oracle.com/exempt the programs listed above.

that Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise. You agree to execute and return the attached **Certificate of Electronic Delivery** simultaneously with the execution and return of this ordering document.

Provided that you have continuously maintained technical support for the programs and in the licensed quantities listed above, Oracle will make available to you for electronic download the updates provided under technical support to the programs listed above.

Should you require a replacement copy of the software or program documentation, such replacement copy shall also be delivered electronically. You shall not be entitled to any replacement copy in the form of tangible media for the software or the program documentation.

You acknowledge and agree that (i) you have not received any tangible media for the programs listed above as of the effective date, (ii) any rights to receive tangible media granted under the agreement shall not be applicable to or provided for the programs listed in above or any updates for these programs and (iii) you are solely responsible for ensuring that tangible media is not ordered by you from Oracle for the programs listed above or any updates to these programs.

You acknowledge and agree that you have requested to receive all updates provided by Oracle under Oracle's Technical Support Services via electronic delivery and you are solely responsible for ensuring that you do not order tangible media from Oracle for the programs which you receive via electronic delivery. In the event that you order updates for delivery via tangible media shipment (i.e., shipment of CD Pack(s)), sales taxes and interest may be due and you agree to reimburse Oracle for any applicable sales taxes and interest (interest rate used will be the applicable state's rate on sales tax underpayments) related to acquisition of such updates as specified in the agreement.

C. General Terms

1. Commencement Date

For all program licenses, the commencement date is the date of shipment of tangible media or upon the effective date of this order if shipment of tangible media is not required. The period of performance for all services for the programs is effective upon shipment of tangible media or upon the effective date of this order if shipment of tangible media is not required.

2. Territory

The Program licenses included on this order are for use in the U.S.

3. Summary of Fees

You have ordered Programs and technical support services from **May 1, 2015 to April 22, 2016**. Listed above is a summary of net fees due under this order. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

4. Pricing Invoicing and Payment Obligation

- a. Program fees are invoiced as of the Commencement Date for the Programs. Technical support fees are invoiced quarterly in arrears.
- b. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.
- c. Provided that you comply with the delivery terms in the Delivery and Installation Section of this ordering document, Oracle shall not invoice you for sales tax pursuant to California tax law based on the net license fees and net technical support fees for the programs listed above and all updates to these programs delivered by electronic download; however, you agree to reimburse Oracle according to the amount which shall be specified in Oracle's invoice to you, for applicable sales taxes arising from imposition of sales tax based on the net license fees and net technical support fees listed above and any updates to these programs delivered by electronic download.
- d. In addition to the prices listed on the order, Oracle will invoice You for any applicable freight charges or applicable taxes, and You will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.
- e. You understand that You may receive multiple invoices for the Products and Service Offerings You ordered.
- f. In entering into payment obligations under this order, You agree and acknowledge that You have not relied on the future availability of any Hardware, Program or updates. However, (i) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (ii) the preceding sentence does not change the rights granted to You under this order and the Master Agreement.

5. Segmentation

The purchase of (a) Hardware and/or related Hardware support, (b) Programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) Hardware and/or related Hardware support, (ii) Programs and/or related technical support, or (iii) other services You may receive or have received from Oracle. You understand that You may purchase (x) Hardware and/or related Hardware support, (y) Programs and/or related technical support, or (z) other services independently of any other product or service. Your obligation to pay for (i) Hardware and/or related Hardware support is not contingent on performance of any other service or delivery of Programs, (ii) Programs and/or related technical support is not contingent on delivery of Hardware or performance of any other service, or (iii) other services is not contingent on delivery of Hardware, delivery of Programs or performance of any additional/other service.

6. Source Code

Oracle may deliver source code as part of its standard delivery for particular Programs, operating system or integrated software; all source

code delivered by Oracle is subject to the terms of the Master Agreement, the applicable order and the applicable Program documentation.

7. Order of Precedence

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

8. Offer Validity

By signing below, the parties agree that the Master Agreement and this order constitute the entire agreement between the parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions, on the customer's purchase order or elsewhere, shall apply. The offer is valid through May 1, 2015 and shall become binding upon execution by you and acceptance by Oracle.

9. Oracle's License Definitions and Rules

A copy of Oracle's Definitions and Licensing Rules is attached hereto and incorporated by reference. To fully understand your license grant, you need to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

10. Customer Reference

In consideration of the discounts granted to You under the order, Oracle may refer to You as a Customer in sales presentations, marketing vehicles and activities.

11. Technical Support

For the purposes of the first renewal year, the amount of the prior year's fees is based on 12 months of technical support and is equal to US Dollars \$26,959.24.

D. Future Purchases

1. Pricing Pursuant to Expansion

The Program licenses listed in the Program and Program-Related Service Offerings section with the license types Enterprise Employee Perpetual are ordered and subject to the applicable fees and terms of the order between You and Oracle dated 26-Mar-2008 (Oracle order reference number 8275881). As of the effective date of this order, Your actual Enterprise Employee Perpetual is greater than or equal to 30,000. The Summary Exhibit lists the Program licenses acquired prior to the effective date, the Program licenses acquired under this order and the total number of Program licenses acquired to date.

Summary

Program	License Type	Acquired Licenses Prior to Effective Date	Number of Program Licenses Acquired under Section A	Total Number of Program Licenses Acquired as of the Effective Date (Under This Ordering Document)
▪ PeopleSoft Enterprise Time and Labor	Enterprise Employee Perpetual	30,000	2,000	32,000

The Program licenses listed in the Program and Program-Related Service Offerings section with the license types Enterprise Employee Perpetual are ordered and subject to the applicable fees and terms of the order between You and Oracle dated 30-Nov-2007 (Oracle order reference number 8276414). As of the effective date of this order, Your actual Enterprise Employee Perpetual is greater than or equal to 30,000. The Summary Exhibit lists the Program licenses acquired prior to the effective date, the Program licenses acquired under this order and the total number of Program licenses acquired to date.

Summary

Program	License Type	Acquired Licenses Prior to Effective Date	Number of Program Licenses Acquired under Section A	Total Number of Program Licenses Acquired as of the Effective Date (Under This Ordering Document)
▪ PeopleSoft Enterprise Payroll	Enterprise Employee Perpetual	30,000	2,000	32,000
▪ PeopleSoft Enterprise Absence Management				

The Program licenses listed in the Program and Program-Related Service Offerings section with the license types Enterprise \$M in Operating Budget Perpetual are ordered and subject to the applicable fees and terms of the order between You and Oracle dated 30-Nov-2007 (Oracle order reference number 8276414). As of the effective date of this order, Your actual Enterprise \$M in Operating Budget Perpetual is greater than or equal to 5,700. The Summary Exhibit lists the Program licenses acquired prior to the effective date, the Program licenses acquired under this order and the total number of Program licenses acquired to date.

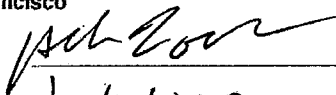
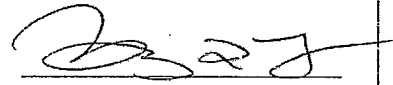
Summary

Program	License Type	Acquired Licenses Prior to Effective Date	Number of Program Licenses Acquired under Section A	Total Number of Program Licenses Acquired as of the Effective Date (Under This Ordering Document)
▪ PeopleSoft Enterprise Interaction Hub	Enterprise \$M in Operating Budget Perpetual	5,700	2,280	7,980

E. OTHER

1. Accessibility

As of May 1, 2015, the Oracle products being provided under this order are, at the time of delivery, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as "Section 508"), in effect as of the date of this order, subject to the comments and exceptions (if any) noted on the applicable Voluntary Product Accessibility Templates (VPATs) (available at www.oracle.com/us/corporate/accessibility) for each Oracle product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under this order.

City and County of San Francisco		Oracle America, Inc.	
Signature		Signature	
Name	Jack Wood	Name	Elizabeth Hwang
Title	emerge Director	Title	Senior Contracts Manager
Signature Date	5/4/15	Signature Date	April 30, 2015
Effective Date	May 1, 2015		

Certificate of Electronic Delivery

This Certificate of Electronic Delivery is executed as of the effective date set forth below by City and County of San Francisco ("you") and relates to the electronic delivery of certain software programs provided by Oracle America, Inc. ("Oracle"). This Certificate of Electronic Delivery shall be governed by the terms of the US-OLSA-10013938-30-NOV-2007 (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by the First Amendment, dated November 16, 2007; Second Amendment, dated March 26, 2008; Third Amendment, dated November 17, 2008; Fourth Amendment, dated February 22, 2010; Fifth Amendment, dated October 5, 2010; Assignment and Assumptions Agreement, dated October 5, 2010; Sixth Amendment, dated February 21, 2012; Seventh Amendment, dated February 21, 2013; Eighth Amendment, dated July 14, 2014; and this Amendment Nine dated May 1, 2015, between you and Oracle (the "Master Agreement").

As of the date of this Certificate of Electronic Delivery, you agree that Oracle has provided you with an Internet URL through which you can download all the programs provided in the ordering document between Oracle and you dated May 1, 2015 (the "ordering document"). You will have 60 days from the effective date of the ordering document to complete your download of the programs provided.

You agree that Oracle has completed all of the delivery responsibilities required by the ordering document and the Master Agreement and no additional shipment of the programs on tangible media (CD's, Disks, Tapes, etc.) shall be provided or is required.

The Effective Date of this Certificate of Electronic Delivery is May 1, 2015.

City and County of San Francisco

Signature



Name

Jack Wood

Title

Emerg Director

Definitions and Licensing Rules:

Order Specific License Definitions and Rules

Trial Programs: are defined as additional Programs that may be included with Customer's order which Customer has not ordered but which Customer may use for trial purposes only. Customer shall have 30 days from the delivery date to evaluate these Programs. Any use of these Programs after the 30 day trial period shall require Customer to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide Technical Support or any warranties of any kind for these Programs.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

Program Documentation: is defined as the Program user manual and Program installation manuals.

Enterprise Employee: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs. The value of these program licenses is determined by the number of Enterprise Employees. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise Employees as of such date.

Enterprise \$M Operating Budget: is defined as one million U.S. Dollars (\$1,000,000) of your gross budget reflected in an audited statement from your external accounting firm. The value of these program licenses is determined by the amount of Enterprise \$M in Operating Budget. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Operating Budget as of the effective date of your order. If at any time the amount of Enterprise \$M in Operating Budget exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M in Operating Budget. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise \$M in Operating Budget as of such date.

Term Designation: If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the Master Agreement.

Oracle Financing Contract: is a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under your order.

Technical Reference Manuals ("TRMs"): are Oracle's confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as you exercise to safeguard the confidentiality of your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to you "as-is" without any warranty of any kind. Upon termination, you shall cease using, and shall return or destroy, all copies of the applicable TRMs.

1 Year Subscription: A program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (<https://support.oracle.com>). For new or unsupported customers, please contact your Oracle Account Manager for this information.

You are responsible for ensuring that these restrictions are not violated:

Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle

Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera. For those prefixes designated above with a "*" not all programs with that prefix are eligible for use with the "for Oracle Applications" limited use programs. For a list of excluded programs please review the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>. Notwithstanding anything above, Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics programs. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the following programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

Licensing Rules for Applications

You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.

Licensing Rules for PeopleSoft Applications

Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at <http://oracle.com/contracts> for additional information.

You may use PeopleTools – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order.

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Eighth Amendment

THIS AMENDMENT (this "Amendment") is made as of **July 14, 2014**, in San Francisco, California, by and between Oracle America, Inc., 1910 Oracle Way, Reston, VA 20190 ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to renew annual support and increase the contract amount;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Oracle pre-printed License and Services Agreement dated (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by the First Amendment, dated November 16, 2007; Second Amendment, dated March 26, 2008; Third Amendment, dated November 17, 2008; Fourth Amendment, dated February 22, 2010; Fifth Amendment, dated October 5, 2010; Assignment and Assumptions Agreement, dated October 5, 2010; Sixth Amendment, dated February 21, 2012; and Seventh Amendment, dated February 21, 2013.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 1. Section 1, Definitions of the Agreement currently reads as follows:

ACCEPTANCE City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the November 2007 Ordering Document (Appendix A), and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8.

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA 071807), to which Amendments One, Two, Three, Four, Five, Six and this

document, Amendment Seven, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendments One, Two, Three, Four, Five, Six and this document, Amendment Seven, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSA V071807 or the Ordering Documents.

**AUTHORIZATION; or
AUTHORIZATION
DOCUMENT** This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the Office of the Controller and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. A Purchase Order certified by the Controller indicates full funding for that order.

DOCUMENTATION Shall have the definition as "Program Documentation" in the OLSAV071807 paragraph A.

**LICENSED
SOFTWARE** One or more of the proprietary computer software programs identified in the Authorization Document, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received either under the respective Ordering Document(s) or by virtue of being a current customer of Oracle's Software Update License and Support (Support) by City from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.

OBJECT CODE Machine readable compiled form of Licensed Software provided by Contractor.

PRECEDENCE Notwithstanding the terms of any other document executed by the parties as a part of this Agreement, including the Ordering Documents, the terms of this Amendment shall control over any conflicting or inconsistent terms set forth in any other Oracle Pre-Printed document.

**THE ORDERING
DOCUMENTS** The Oracle ordering forms attached to Amendment One as Appendix A, the Oracle ordering forms attached to Amendment Two as Appendix B, the Oracle ordering forms attached to Amendment Three as Appendix C, the Oracle ordering forms attached to Amendment Four as Appendix D, the Oracle ordering forms attached to Amendment Five as Appendix E, the Oracle ordering forms attached to Amendment Six as Appendix F,

and the Oracle ordering forms attached to Amendment Seven as Appendix G.

SOURCE CODE The human readable compliant form of the Licensed Software to be provided by Contractor.

SPECIFICATIONS The functional and operational characteristics of the Licensed Software as described in Contractor's current published Documentation.

WARRANTY PERIOD

The warranty period shall commence on (i) the effective date of the Ordering Document and continue for 12 (twelve) months for the software and each related update to the software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services, unless greater periods for (i) and (ii) are specified in the Ordering Documents.

Such section is hereby amended in its entirety to read as follows:

ACCEPTANCE City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the November 2007 Ordering Document (Appendix A), and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8.

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA 071807), to which Amendments One, Two, Three, Four, Five, Six, Seven and this document, Amendment Eight, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendments One, Two, Three, Four, Five, Six, Seven and this document, Amendment Eight, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSA V071807 or the Ordering Documents.

**AUTHORIZATION; or
AUTHORIZATION
DOCUMENT**

This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the Office of the Controller and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. A Purchase Order certified by the Controller indicates full funding for that order.

DOCUMENTATION Shall have the definition as "Program Documentation" in the OLSAV071807 paragraph A.

LICENSED
SOFTWARE

One or more of the proprietary computer software programs indentified in the Authorization Document, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received either under the respective Ordering Document(s) or by virtue of being a current customer of Oracle's Software Update License and Support (Support) by City from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.

OBJECT CODE Machine readable compiled form of Licensed Software provided by Contractor.

PRECEDENCE Notwithstanding the terms of any other document executed by the parties as a part of this Agreement, including the Ordering Documents, the terms of the first seven amendments and this Amendment Eight shall control over any conflicting or inconsistent terms set forth in any other Oracle Pre-Printed document.

THE ORDERING
DOCUMENTS

The Oracle ordering forms attached to Amendment One as Appendix A, the Oracle ordering forms attached to Amendment Two as Appendix B, the Oracle ordering forms attached to Amendment Three as Appendix C, the Oracle ordering forms attached to Amendment Four as Appendix D, the Oracle ordering forms attached to Amendment Five as Appendix E, the Oracle ordering forms attached to Amendment Six as Appendix F, the Oracle ordering forms attached to Amendment Seven as Appendix G, and, the Oracle ordering forms attached to Amendment Eight as Appendix H.

SOURCE CODE The human readable compliable form of the Licensed Software to be provided by Contractor.

SPECIFICATIONS

The functional and operational characteristics of the Licensed Software as described in Contractor's current published Documentation.

WARRANTY

PERIOD

The warranty period shall commence on (i) the effective date of the Ordering Document and continue for 12 (twelve) months for the software and each related update to the software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services, unless greater periods for (i) and (ii) are specified in the Ordering Documents.

2b. Section 3. Section 3, City's Payment Obligation of the Agreement currently reads as follows:

3. City's Payment Obligation

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document attached as Appendix G to this Seventh Amendment, the amount for the Support fees shall be increased by One Million Ninety One Thousand Seven Hundred and Fifty One Dollars and no cents (\$1,091,751.00).

In no event shall the aggregate amount of the Software License payments exceed Three Million Four Hundred Eighty Eight Thousand, Eight Hundred Dollars (\$3,488,800). In no event shall the aggregate fees for Support exceed Four Million, Nine Hundred Twenty Four Thousand, Four Hundred and Forty One Dollars and no cents (\$4,924,441.00).

In no event shall the total amount for all software and services paid under this contract exceed Eight Million, Four Hundred and Thirteen Thousand Two Hundred and Forty One Dollars and no cents (\$8,413,241.00).

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

Such section is hereby amended in its entirety to read as follows:

3. City's Payment Obligation

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document attached as Appendix H to this Eighth Amendment, the amount for the Support fees shall be increased by one million four hundred and twenty-four thousand six hundred and nineteen dollars and no cents (\$1,424,619.00).

In no event shall the aggregate amount of the Software License payments exceed three million four hundred eighty-eight thousand, eight hundred dollars and no cents (\$3,488,800.00). In no event shall the aggregate fees for Support exceed six million, three hundred and forty-nine thousand and sixty dollars and no cents (\$6,349,060.00).

In no event shall the total amount for all software and services paid under this contract exceed nine million, eight hundred and thirty-seven thousand eight hundred and sixty dollars and no cents (\$9,837,860.00).

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

2c. Section 4(b). Section 4(b), Term of the Support and Update Services currently reads as follows:

4(b). Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance for six years unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for three (3) additional one year terms (with the price caps set forth in Section B.7 of the November 2007 and March 2008 Ordering Documents, Appendices A and B) by issuance of an amendment to this Agreement.

Such section is hereby amended in its entirety to read as follows:

4(b). Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance to April 22, 2016.

2d. Section 30. Section 30, "Notice to the Parties" of the Agreement, is hereby deleted and replaced in its entirety as follows:

30. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail, or fax, and shall be addressed as follows:

To City: City and County of San Francisco
Mary Hom
Controller's Office
1 Dr. Carlton B. Goodlett Place, Room 306
San Francisco, CA 94102
Phone: (415) 554-7536
E-mail: mary.hom@sfgov.org

To Contractor: Oracle America, Inc.
500 Oracle Parkway
Redwood City, CA, USA, 94065
Attention: General Counsel, Legal Department

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

2e. Appendix H. The Ordering Document dated 30-JUL-14 for support service number 2713711 is added to the Agreement and incorporated by reference hereto as Appendix H.

2f. **Appendix H.** Pages 7 - 10 of Appendix H are hereby deleted in their entirety.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after July 14, 2014.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

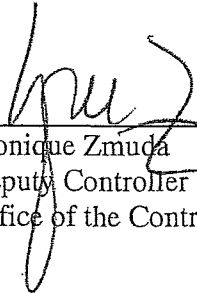
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

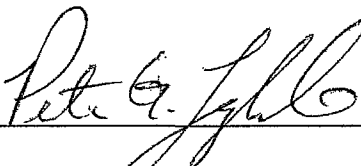
CONTRACTOR

Recommended by:

Oracle America, Inc.



Monique Zmuda
Deputy Controller
Office of the Controller

 August 12, 2014

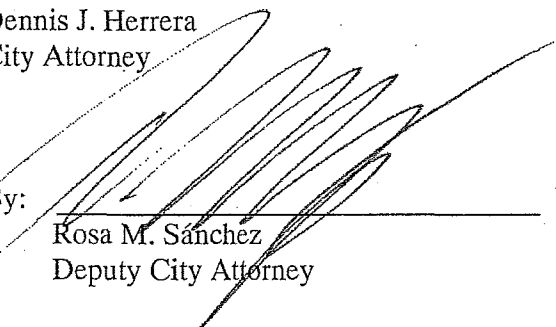
Name: Peter Laughlin

Title: Manager, Master Agreement Deal Management

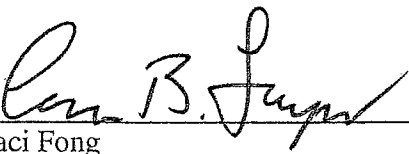
Division: Deal Management

City vendor number: 41827

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Rosa M. Sanchez
Deputy City Attorney

Approved:



FOR Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

RECEIVED
PURCHASING DEPARTMENT
14 AUG 14 PM 4: 07

Appendices:

H: Ordering Document dated 30-JUL-14 for support service number 2713711



30-Jul-14

Wendy Hamilton
CITY & COUNTY OF SAN FRANCISCO
PPSD/E-MERGE Controller's Office
1 S Van Ness Ave, Ste 800
San Francisco
CA 94103
United States

Dear Wendy Hamilton

The technical support services provided under support service number 2713711 will expire, or have expired, on 15-Jul-14. Please find attached an ordering document for the renewal of these technical support services. If applicable, the attached ordering document may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

To prevent interruption to and/ or termination of technical support services, please complete your order for the renewal of technical support services, identified in the ordering document, by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the ordering document on or before 13-Aug-14.

If you have questions regarding your order or require further information, please contact me at the e-mail address or telephone number provided below.

Regards,

Ann Tran
Oracle Support Services
E-mail: ann.tran@oracle.com
Tel.: 408.556.4833
Fax: 408.556.4833



GENERAL INFORMATION

OFFER EXPIRATION		ORACLE: Oracle America, Inc.	
Support Service Number:	2713711	Oracle Support Sales Representative:	Ann Tran
Offer Expires:	13-Aug-14	Telephone:	408.556.4833
		Fax:	408.556.4833
		E-mail:	ann.tran@oracle.com
CUSTOMER: CITY & COUNTY OF SAN FRANCISCO			
CUSTOMER QUOTE TO		CUSTOMER BILL TO	
Account Contact:	Wendy Hamilton	Account Contact:	Wendy Hamilton
Account Name:	CITY & COUNTY OF SAN FRANCISCO	Account Name:	CITY & COUNTY OF SAN FRANCISCO
Address:	PPSD/E-MERGE Controller's Office 1 S Van Ness Ave, Ste 800 San Francisco CA 94103 United States	Address:	PPSD/E-MERGE Controller's Office 1 S Van Ness Ave, Ste 800 San Francisco CA 94103 United States
Telephone:	415 701.3492	Telephone:	415-701.3492
Fax:		Fax:	
E-mail:	Wendy.Hamilton@sfgov.org	E-mail:	Wendy.Hamilton@sfgov.org

"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 2713711, to Your Oracle Support Sales Representative identified in the table above.

SERVICE DETAILS

Program Technical Support Services							
Service Level: Software Update License & Support							
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15850773	1		FULL USE	16-Jul-14	22-Apr-16	0.00
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	15850773	1		FULL USE	16-Jul-14	22-Apr-16	0.00
PeopleSoft Enterprise UPK ePay (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	16-Jul-14	22-Apr-16	1,824.41
User Productivity Kit - UPK Employee Perpetual	15684995	60000		FULL USE	16-Jul-14	22-Apr-16	182,429.30
PeopleSoft Enterprise UPK Fundamentals for HCM Software Modules (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	16-Jul-14	22-Apr-16	1,824.27
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	15684995	39000		FULL USE	16-Jul-14	22-Apr-16	120,597.20
PeopleSoft Enterprise UPK eBenefits (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	16-Jul-14	22-Apr-16	1,824.27
PeopleSoft Enterprise UPK eProfile (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	16-Jul-14	22-Apr-16	1,824.27
User Productivity Kit Standard - UPK Developer Perpetual	15684995	4		FULL USE	16-Jul-14	22-Apr-16	7,297.18
Micro Focus International Ltd. Server Express COBOL for UNIX for 5 Named Users (Mfr is Microfocus; Third Party Program)	15684995	1		FULL USE	16-Jul-14	22-Apr-16	23,107.70
PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual	15684995	30000		FULL USE	16-Jul-14	22-Apr-16	46,383.53

Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	15684995	1		FULL USE	16-Jul-14	22-Apr-16	0.00
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15684995	1		FULL USE	16-Jul-14	22-Apr-16	0.00
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	15684995	30000		FULL USE	16-Jul-14	22-Apr-16	200,995.38
PeopleSoft Enterprise UPK Reporting Tools for HCM Software Modules (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	16-Jul-14	22-Apr-16	3,648.60
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	15684995	1		FULL USE	16-Jul-14	22-Apr-16	0.00
PeopleSoft Enterprise Directory Interface - Enterprise Employee Perpetual	15684995	60000		FULL USE	16-Jul-14	22-Apr-16	20,614.87
PeopleSoft Enterprise Interaction Hub - Enterprise \$M in Operating Budget Perpetual	15684995	5700		FULL USE	16-Jul-14	22-Apr-16	66,096.59
PeopleSoft Enterprise UPK Payroll for North America (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	16-Jul-14	22-Apr-16	3,648.60
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	15684995	39000		FULL USE	16-Jul-14	22-Apr-16	87,098.02
PeopleSoft Enterprise Enterprise Learning Management - Enterprise Employee Perpetual	15684995	39000		FULL USE	16-Jul-14	22-Apr-16	120,597.05
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	15684995	60000		FULL USE	16-Jul-14	22-Apr-16	329,838.57
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	15684995	60000		FULL USE	16-Jul-14	22-Apr-16	61,844.69
PeopleSoft Enterprise UPK Benefits Administration (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	16-Jul-14	22-Apr-16	3,648.60

Program Technical Support Services**Service Level: Software Update License & Support**

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise UPK ePerformance (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	16-Jul-14	22-Apr-16	3,648.60
PeopleSoft Enterprise UPK Time & Labor (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15850773	1		FULL USE	16-Jul-14	22-Apr-16	3,645.43
PeopleSoft Enterprise HCM Portal Pack - Enterprise Employee Perpetual	15684995	39000		FULL USE	16-Jul-14	22-Apr-16	13,399.72
PeopleSoft Enterprise UPK Human Resources (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	16-Jul-14	22-Apr-16	3,648.60
PeopleSoft Enterprise UPK Enterprise Learning Management (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	16-Jul-14	22-Apr-16	3,648.60
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	15850773	1		FULL USE	16-Jul-14	22-Apr-16	0.00
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	15850773	30000		FULL USE	16-Jul-14	22-Apr-16	101,218.51
Micro Focus International Ltd. Server Express COBOL for UNIX for 2 Named Users (Mfr is Microfocus; Third Party Program)	19181549	1		LIMITED USE SPECIFIC D APP	30-Jul-14	22-Apr-16	10,265.52

Program Technical Support Fees: USD 1,424,618.08

Total Price: USD 1,424,618.08

Plus applicable tax

Please note the following:

- If You have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for an Oracle product, if applicable, may change during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle

Support Sales Representative identified on the first page of this ordering document.

- If Oracle accepts Your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware.
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.

TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, CITY & COUNTY OF SAN FRANCISCO represents that Customer has authorized CITY & COUNTY OF SAN FRANCISCO to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. CITY & COUNTY OF SAN FRANCISCO agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. CITY & COUNTY OF SAN FRANCISCO agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and b) any failure of CITY & COUNTY OF SAN FRANCISCO to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

The technical support services acquired under this ordering document are governed by the terms and conditions of the US-OLSA-10013938-30-NOV-2007 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

ORDER PROCESSING DETAILS

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order, Your check, or a credit card confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

Please note that if the pre-tax value of this ordering document is USD \$2,000 or less, the technical support services ordered (i) must be paid by credit card; or (ii) You must renew Your support via the Oracle Store. Please contact Your Oracle Support Sales Representative for details regarding renewing Your support via the Oracle Store.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If CITY & COUNTY OF SAN FRANCISCO is a tax exempt organization, a copy of CITY & COUNTY OF SAN FRANCISCO's tax exemption certificate must be submitted with CITY & COUNTY OF SAN FRANCISCO's purchase order, cheque, credit card or other acceptable form of payment

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Support Service Number: 2713711
- Total Price: USD 1,424,618.08 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, CITY & COUNTY OF SAN FRANCISCO agrees that the terms of this ordering document and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this ordering document.

Please e-mail or fax the purchase order to Oracle in accordance with the Remittance Details section below.

Check

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Support Service Number: 2713711
- Total Price: USD 1,424,618.08 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, CITY & COUNTY OF SAN FRANCISCO agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the check shall apply.

Please mail check payments in accordance with the Remittance Details section below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid by credit card, please complete the information in this section and return it to Oracle in accordance with the Remittance Details section below. The credit card used to make payment must be valid for the entire support services term. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

Credit Card Number

Credit Card Type (Visa, MasterCard, AMEX, JCB (for Japan only))

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name (as it appears on the credit card)

In issuing this credit card confirmation, CITY & COUNTY OF SAN FRANCISCO agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the credit card confirmation shall apply.

Remittance Details

Purchase orders, credit card details, or payment confirmation for the technical support services ordered under this ordering document should be sent to:

Attn: Ann Tran
Oracle Support Services
Fax: 408.556.4833
E-mail: ann.tran@oracle.com

Checks for the technical support services ordered under this ordering document should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc

PO Box 44471
San Francisco, CA 94144-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Seventh Amendment

THIS AMENDMENT (this "Amendment") is made as of February 21, 2013, in San Francisco, California, by and between Oracle America, Inc., 1910 Oracle Way, Reston, VA 20190 ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to renew annual support and increase the contract amount;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Oracle pre-printed License and Services Agreement dated (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by the:

First Amendment,	dated November 16, 2007
Second Amendment,	dated March 26, 2008
Third Amendment,	dated November 17, 2008
Fourth Amendment,	dated February 22, 2010
Fifth Amendment	dated October 5, 2010
Assignment and Assumptions Agreement,	dated October 5, 2010, and
Sixth Amendment,	dated February 21, 2012.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 1. Section 1, Definitions of the Agreement currently reads as follows:

1. Definitions

ACCEPTANCE City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the November 2007 Ordering

Document (Appendix A), and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8.

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA 071807), to which Amendments One, Two, Three, Four, Five, and this document, Amendment Six, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendments One, Two, Three, Four, Five, and this document, Amendment Six, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSA V071807 or the Ordering Documents.

**AUTHORIZATION; or
AUTHORIZATION
DOCUMENT**

This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the Office of the Controller and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. A Purchase Order certified by the Controller indicates full funding for that order.

DOCUMENTATION

Shall have the definition as "Program Documentation" in the OLSA V071807 paragraph A.

**LICENSED
SOFTWARE**

One or more of the proprietary computer software programs identified in the Authorization Document, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received either under the respective Ordering Document(s) or by virtue of being a current customer of Oracle's Software Update License and Support (Support) by City from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.

OBJECT CODE Machine readable compiled form of Licensed Software provided by Contractor.

PRECEDENCE Notwithstanding the terms of any other document executed by the parties as a part of this Agreement, including the Ordering Documents, the terms of this Amendment shall control over any conflicting or inconsistent terms set forth in any other Oracle Pre-Printed document.

THE ORDERING DOCUMENTS

The Oracle ordering forms attached to Amendment One as Appendix A, the Oracle ordering forms attached to Amendment Two as Appendix B, the Oracle ordering forms attached to Amendment Three as Appendix C, the Oracle ordering forms attached to Amendment Four as Appendix D, the Oracle ordering forms attached to Amendment Five as Appendix E, and the Oracle ordering forms attached to Amendment Six as Appendix F.

SOURCE CODE

The human readable compliable form of the Licensed Software to be provided by Contractor.

SPECIFICATIONS

The functional and operational characteristics of the Licensed Software as described in Contractor's current published Documentation.

WARRANTY

PERIOD

The warranty period shall commence on (i) the effective date of the Ordering Document and continue for 12 (twelve) months for the software and each related update to the software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services, unless greater periods for (i) and (ii) are specified in the Ordering Documents.

Such section is hereby amended in its entirety to read as follows:

1. Definitions

ACCEPTANCE

City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the November 2007 Ordering Document (Appendix A), and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8.

AGREEMENT

The Oracle pre-printed License and Services Agreement (OLSA 071807), to which Amendments One, Two, Three, Four, Five, Six and this document, Amendment Seven, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT

Amendments One, Two, Three, Four, Five, Six and this document, Amendment Seven, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSA V071807 or the Ordering Documents.

**AUTHORIZATION; or
AUTHORIZATION
DOCUMENT**

This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the Office of the Controller and

Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. A Purchase Order certified by the Controller indicates full funding for that order.

DOCUMENTATION

Shall have the definition as "Program Documentation" in the OLSAV071807 paragraph A.

LICENSED

SOFTWARE

One or more of the proprietary computer software programs identified in the Authorization Document, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received either under the respective Ordering Document(s) or by virtue of being a current customer of Oracle's Software Update License and Support (Support) by City from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.

OBJECT CODE

Machine readable compiled form of Licensed Software provided by Contractor.

PRECEDENCE

Notwithstanding the terms of any other document executed by the parties as a part of this Agreement, including the Ordering Documents, the terms of this Amendment shall control over any conflicting or inconsistent terms set forth in any other Oracle Pre-Printed document.

THE ORDERING DOCUMENTS

The Oracle ordering forms attached to Amendment One as Appendix A, the Oracle ordering forms attached to Amendment Two as Appendix B, the Oracle ordering forms attached to Amendment Three as Appendix C, the Oracle ordering forms attached to Amendment Four as Appendix D, the Oracle ordering forms attached to Amendment Five as Appendix E, the Oracle ordering forms attached to Amendment Six as Appendix F, and the Oracle ordering forms attached to Amendment Seven as Appendix G.

SOURCE CODE

The human readable compliable form of the Licensed Software to be provided by Contractor.

SPECIFICATIONS

The functional and operational characteristics of the Licensed Software as described in Contractor's current published Documentation.

WARRANTY

PERIOD

The warranty period shall commence on (i) the effective date of the Ordering Document and continue for 12 (twelve) months for the software

and each related update to the software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services, unless greater periods for (i) and (ii) are specified in the Ordering Documents.

2b. Section 3. Section 3, City's Payment Obligation of the Agreement currently reads as follows:

3. City's Payment Obligation

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document attached as Appendix F to this Sixth Amendment, the amount for the Support fees shall be increased by Seven Hundred Sixty-Seven Thousand, Five Hundred Thirty-Six dollars (\$767,536).

In no event shall the aggregate amount of the Software License payments exceed Three Million Four Hundred Eighty Eight Thousand, Eight Hundred Dollars (\$3,488,800). In no event shall the aggregate fees for Support exceed Three Million Eight Hundred Thirty Two Thousand, Six Hundred and Ninety Dollars (\$3,832,690).

In no event shall the total amount for all software and services paid under this contract exceed Seven Million Three Hundred and Twenty One Thousand, Four Hundred and Ninety Dollars (\$7,321,490).

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

Such section is hereby amended in its entirety to read as follows:

3. City's Payment Obligation

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document attached as Appendix G to this Seventh Amendment, the amount for the Support fees shall be increased by One Million Ninety One Thousand Seven Hundred and Fifty One Dollars and no cents (\$1,091,751.00).

In no event shall the aggregate amount of the Software License payments exceed Three Million Four Hundred Eighty Eight Thousand, Eight Hundred Dollars (\$3,488,800). In no event shall the aggregate fees for Support exceed Four Million, Nine Hundred Twenty Four Thousand, Four Hundred and Forty One Dollars and no cents (\$4,924,441.00).

In no event shall the total amount for all software and services paid under this contract exceed Eight Million, Four Hundred and Thirteen Thousand Two Hundred and Forty One Dollars and no cents (\$8,413,241.00).

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

2c. Section 4(b). Section 4(b), Term of the Support and Update Services currently reads as follows:

4(b). Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance for five years unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for four (4) additional one year terms (with the price caps set forth in Section B.7 of the November 2007 and March 2008 Ordering Documents, Appendices A and B) by issuance of an amendment to this Agreement.

Such section is hereby amended in its entirety to read as follows:

4(b) Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance for six years unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for three (3) additional one year terms (with the price caps set forth in Section B.7 of the November 2007 and March 2008 Ordering Documents, Appendices A and B) by issuance of an amendment to this Agreement.

2d. The January 11, 2013, Ordering Document regarding support from February 22, 2013 to July 15, 2014 is added to this Agreement and incorporated by reference hereto as Appendix G.

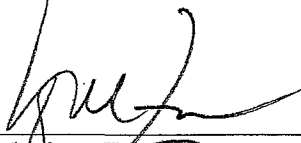
3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after February 21, 2013.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

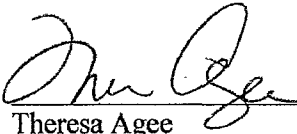
Recommended by:



Monique Zmuda
Deputy Controller
Office of the Controller

CONTRACTOR

Oracle America, Inc.

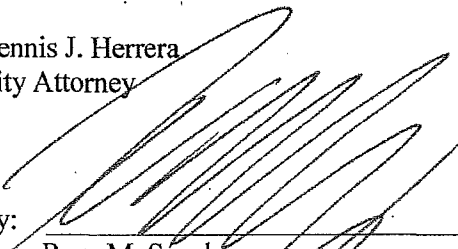


Theresa Agee
Manager
North America Support Services Contracts

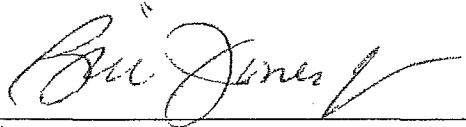
City vendor number: 41827

Approved as to Form:

Dennis J. Herrera
City Attorney


By: _____
Rosa M. Sanchez
Deputy City Attorney

Approved:



Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

Appendices

G: Ordering Document, January 11, 2013.



11-Jan-13

Wendy Hamilton
City And County Of San Francisco
PPSD/E-MERGE Controller's Office
1 S Van Ness Ave, Ste 800
San Francisco
CA 94103
United States

Dear Wendy Hamilton

The technical support services and benefits provided under service contract number 2713711 will expire, or have expired, on 21-Feb-13. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may describe services that you have ordered that are in addition to the services that you are renewing.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number 2713711, please order the technical support services on this ordering document by issuing a form of payment acceptable to Oracle in accordance with the attached Order Processing Details section on or before 23-Jan-13.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards,

Ann Tran
Oracle Support Services
E-mail: ann.tran@oracle.com
Tel.: 408.556.4833
Fax: 408.556.4833



Ordering Document

Service Contract #: 2713711	Renewal Contact: Ann Tran
Offer Expires: 21-Feb-13	
Payment Terms: 30 NET from date of invoice	Telephone: 408.556.4833
Billing Terms: Quarterly in Arrears	Fax: 408.556.4833
	E-mail: ann.tran@oracle.com
CUSTOMER: City And County Of San Francisco	
QUOTE TO	BILL TO
Account Contact: Wendy Hamilton	Account Contact: Wendy Hamilton
Account Name: City And County Of San Francisco	Account Name: City And County Of San Francisco
Address: PPSD/E-MERGE Controller's Office 1 S Van Ness Ave, Ste 800 San Francisco CA 94103 United States	Address: PPSD/E-MERGE Controller's Office 1 S Van Ness Ave, Ste 800 San Francisco CA 94103 United States
Telephone: 415 701.3492	Telephone: 415-701.3492
Fax:	Fax:
E-mail: Wendy.Hamilton@sfgov.org	E-mail: Wendy.Hamilton@sfgov.org

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to Ann Tran at ann.tran@oracle.com or 408.556.4833. Please also include service contract number 2713711 on such reply.

Service Details

Service Level: Software Update License & Support						End Date: 15-Jul-14
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	15850773	30000		FULL USE	22-Feb-13	78,131.40
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	15850773	1		FULL USE	22-Feb-13	0.00
PeopleSoft Enterprise UPK Enterprise Learning Management (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-13	2,816.37
PeopleSoft Enterprise UPK Human Resources (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-13	2,816.37
PeopleSoft Enterprise HCM Portal Pack - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-13	10,343.33
PeopleSoft Enterprise UPK Time & Labor (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15850773	1		FULL USE	22-Feb-13	2,813.96
PeopleSoft Enterprise UPK ePerformance (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-13	2,816.37
PeopleSoft Enterprise UPK Benefits Administration (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-13	2,816.37
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-13	47,738.45
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-13	254,605.13
PeopleSoft Enterprise Enterprise Learning Management - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-13	93,089.85
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-13	67,231.66

Service Level: Software Update License & Support**End Date: 15-Jul-14**

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
PeopleSoft Enterprise UPK Payroll for North America (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-13	2,816.37
PeopleSoft Enterprise Interaction Hub - Enterprise \$M in Operating Budget Perpetual	15684995	5700		FULL USE	22-Feb-13	51,020.49
PeopleSoft Enterprise Directory Interface - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-13	15,912.82
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	15684995	1		FULL USE	22-Feb-13	0.00
PeopleSoft Enterprise UPK Reporting Tools for HCM Software Modules (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-13	2,816.37
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	15684995	30000		FULL USE	22-Feb-13	155,150.00
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15684995	1		FULL USE	22-Feb-13	0.00
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	15684995	1		FULL USE	22-Feb-13	0.00
PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual	15684995	30000		FULL USE	22-Feb-13	35,803.84
Micro Focus International Ltd. Server Express COBOL for UNIX for 5 Named Users (Mfr is Microfocus; Third Party Program)	15684995	1		FULL USE	22-Feb-13	17,837.03
User Productivity Kit Standard - UPK Developer Perpetual	15684995	4		FULL USE	22-Feb-13	5,632.75
PeopleSoft Enterprise UPK eProfile (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-13	1,408.19
PeopleSoft Enterprise UPK eBenefits (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-13	1,408.19
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-13	93,089.99

Service Level: Software Update License & Support	End Date: 15-Jul-14
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
PeopleSoft Enterprise UPK Fundamentals for HCM Software Modules (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-13	1,408.19
User Productivity Kit - UPK Employee Perpetual	15684995	60000		FULL USE	22-Feb-13	140,818.68
PeopleSoft Enterprise UPK ePay (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-13	1,408.23
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	15850773	1		FULL USE	22-Feb-13	0.00
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15850773	1		FULL USE	22-Feb-13	0.00

Subtotal: USD 1,091,750.40

Total Amount: USD 1,091,750.40

plus applicable tax

Notes:

1. If any of the fields listed above are blank, then such field(s) does not apply for the applicable programs and/or hardware.
2. If a change to the Service Details provided above is required, please contact Ann Tran at 408.556.4833 or at ann.tran@oracle.com and an updated ordering document will be provided to you.

GENERAL TERMS

"You" and "your" refers to the Customer provided above.

In the event that the Customer and the Quote To Account Name provided above are not the same, City And County Of San Francisco represents that Customer has authorized City And County Of San Francisco to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City And County Of San Francisco agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to City And County Of San Francisco during the term of service. Customer agrees that even if the Customer and the Bill To Account Name above are different, that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of City And County Of San Francisco to make timely payment under this ordering document shall be deemed to be Customer's breach of this ordering document; and, c) in addition to any other remedies available to Oracle, it may terminate Customer's support for such nonpayment of fees.

The technical support services acquired under this ordering document are governed by the terms and conditions of the agreement that you executed for technical support from the vendor of the programs and/or hardware listed in the Service Details section above (i.e. Oracle, a vendor acquired by Oracle, or an authorized reseller of Oracle or of the acquired vendor). However, any use of the programs and/or hardware, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>. Customers who allow technical support to lapse may be subject to Oracle's reinstatement policy in effect at the time of reinstatement.

Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the agreement that you executed for technical support from the vendor of the programs and/or hardware listed in the Service Details section above (i.e. Oracle, a vendor acquired by Oracle, or an authorized reseller of Oracle or of the acquired vendor), and (ii) a form of payment acceptable to Oracle. Oracle normally accepts orders after receipt of a purchase order, check or credit card issued in accordance with the Purchase Order, Check, Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Please note that if the pre-tax value of this ordering document is USD \$2,000 or less, the technical support services on this ordering document must be paid either by credit card or electronic upload of a PO to the Online site.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable.

An invoice will only be issued upon receipt of a form of payment acceptable to Oracle. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If City And County Of San Francisco is a tax exempt organization, a copy of City And County Of San Francisco's tax exemption certificate must be submitted with City And County Of San Francisco's purchase order, check, credit card or other acceptable form of payment.

PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Service Contract #: 2713711
- Term of Service: 22-Feb-13 to 15-Jul-14
- Final Total: USD 1,091,750.40 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, City And County Of San Francisco agrees that the terms of this ordering document and the terms of the agreement described above supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to Oracle per the Remittance Details provided below.

Check

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Service Contract #: 2713711
- Term of Service: 22-Feb-13 to 15-Jul-14
- Final Total: USD 1,091,750.40 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, City And County Of San Francisco agrees that only the terms of this ordering document and the terms of the agreement described above shall apply to the technical support services ordered. No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid under a credit card, please complete the section below and return it to Oracle per the Remittance Details provided below. Please note that Oracle is unable to process credit card transactions of USD100,000 or greater.

- Service Contract #: 2713711
- Term of Service: 22-Feb-13 to 15-Jul-14
- Final Total: USD 1,091,750.40 (excluding applicable tax)

Credit Card Number

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, City And County Of San Francisco agrees that only the terms of this ordering document and the terms of the agreement described above shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

REMITTANCE DETAILS

Purchase orders or credit card details for the technical support services ordered hereto should be sent to:

Attn: Ann Tran
Oracle Support Services
Fax: 408.556.4833
E-mail: ann.tran@oracle.com

Checks for the technical support services ordered hereto should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 44471
San Francisco, CA 94144-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Amendment Six

THIS AMENDMENT (this "Amendment") is made as of **February 21, 2012**, in San Francisco, California, by and between **Oracle America, Inc., 1910 Oracle Way, Reston VA 20190** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below);
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to renew annual support, increase the contract amount, and update standard contractual clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Oracle pre-printed License and Services Agreement (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, Amendment One dated November 16, 2007, Amendment Two dated March 26, 2008, Amendment Three dated November 17, 2008, Amendment Four dated February 22, 2010, Amendment Five dated October 5, 2010, and the Assignment and Assumption Agreement dated October 5, 2010.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Section 1. Section 1, Definitions of the Agreement currently reads as follows:

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA 071807), to which Amendments One, Two, Three and Four, and this document, Amendment Five, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendments One, Two, Three and Four, and this document, Amendment Five, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSA V071807.

....

THE ORDERING DOCUMENTS The Oracle ordering forms attached to Amendment One as Appendix A, the Oracle ordering forms attached to Amendment Two as Appendix B, the Oracle ordering forms attached to Amendment Three as Appendix C, the Oracle ordering forms attached to Amendment Four as Appendix D, and the Oracle ordering forms attached to Amendment Five as Appendix E.

AUTHORIZATION; or AUTHORIZATION DOCUMENT This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the Office of the Controller and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. A Purchase Order certified by the Controller indicates full funding for that order.

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the Office of the Controller. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the Office of the Controller, unless otherwise indicated by the context.

Such section is hereby amended in its entirety to read as follows:

ACCEPTANCE City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the November 2007 Ordering Document (Appendix A), and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8.

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA 071807), to which Amendments One, Two, Three, Four, Five, and this document, Amendment Six, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendments One, Two, Three, Four, Five, and this document, Amendment Six, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSA V071807 or the Ordering Documents.

AUTHORIZATION; or AUTHORIZATION

DOCUMENT This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the Office of the Controller and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. A Purchase Order certified by the Controller indicates full funding for that order.

DOCUMENTATION Shall have the definition as "Program Documentation" in the OLSAV071807 paragraph A.

LICENSED SOFTWARE One or more of the proprietary computer software programs indentified in the Authorization Document, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received either under the respective Ordering Document(s) or by virtue of being a current customer of Oracle's Software Update License and Support (Support) by City from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.

OBJECT CODE Machine readable compiled form of Licensed Software provided by Contractor.

PRECEDENCE Notwithstanding the terms of any other document executed by the parties as a part of this Agreement, including the Ordering Documents, the terms of this Amendment shall control over any conflicting or inconsistent terms set forth in any other Oracle Pre-Printed document.

THE ORDERING DOCUMENTS The Oracle ordering forms attached to Amendment One as Appendix A, the Oracle ordering forms attached to Amendment Two as Appendix B, the Oracle ordering forms attached to Amendment Three as Appendix C, the Oracle ordering forms attached to Amendment Four as Appendix D, the Oracle ordering forms attached to Amendment Five as Appendix E, and the Oracle ordering forms attached to Amendment Six as Appendix F.

SOURCE CODE The human readable compliable form of the Licensed Software to be provided by Contractor.

SPECIFICATIONS The functional and operational characteristics of the Licensed Software as described in Contractor's current published Documentation.

WARRANTY

PERIOD

The warranty period shall commence on (i) the effective date of the Ordering Document and continue for 12 (twelve) months for the software and each related update to the software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services, unless greater periods for (i) and (ii) are specified in the Ordering Documents.

....

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the Office of the Controller. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the Office of the Controller, unless otherwise indicated by the context..

b. Section 2. Section 2, Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation currently reads as follows:

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. City's delivery of a purchase order to Contractor manifests such certifications and authorizations.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kinds at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration of this Agreement.

Such section is hereby amended in its entirety to read as follows:

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions

are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

c. Section 3. Section 3, City's Payment Obligation of the Agreement currently reads as follows:

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document attached as Appendix E to this Fifth Amendment, the amount for the Support fees shall be increased by Seven Hundred Sixty-Seven Thousand, Five Hundred Thirty-Six dollars (\$767,536).

In no event shall the aggregate amount of the Software License payments exceed Three Million Four Hundred Eighty Eight Thousand, Eight Hundred Dollars (\$3,488,800). In no event shall the aggregate fees for Support exceed Three Million Sixty Five Thousand One Hundred and Fifty Four Dollars (\$3,065,154).

In no event shall the total amount for all software and services paid under this contract exceed Six Million Five Hundred and Fifty Three Thousand Nine Hundred and Fifty Four Dollars (\$6,553,954).

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding

that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

Such section is hereby amended in its entirety to read as follows:

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document attached as Appendix F to this Sixth Amendment, the amount for the Support fees shall be increased by Seven Hundred Sixty-Seven Thousand, Five Hundred Thirty-Six dollars (\$767,536).

In no event shall the aggregate amount of the Software License payments exceed Three Million Four Hundred Eighty Eight Thousand, Eight Hundred Dollars (\$3,488,800). In no event shall the aggregate fees for Support exceed Three Million Eight Hundred Thirty Two Thousand, Six Hundred and Ninety Dollars (\$3,832,690).

In no event shall the total amount for all software and services paid under this contract exceed Seven Million Three Hundred and Twenty One Thousand, Four Hundred and Ninety Dollars (\$7,321,490).

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

d. **Section 4.** Section 4, Term of the Agreement currently reads as follows:

a. **Term of the License**

Subject to Section 5, the license granted under this Agreement shall commence upon Acceptance of the Licensed Software and shall continue in perpetuity. All licenses granted under this Agreement shall be perpetual unless otherwise stated in the specific Ordering Document procuring the Licensed Software. In addition to the licenses procured via the specific Ordering Document, City has the option to procure additional licenses and related support noted on the November 2007 and March 2008 Ordering Document's price hold exhibit by issuance of an amendment to this Agreement.

b. **Term of the Support and Update Services**

Subject to Section 5, the term of the Support shall be from Acceptance for four years unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for five (5) additional one year terms (with the price caps set forth in Section B.7 of the November 2007 and March 2008 Ordering Documents, Appendices A and B) by issuance of an amendment to this Agreement.

Such section is hereby amended in its entirety to read as follows:

a. **Term of the License**

Subject to Section 5, the license granted under this Agreement shall commence upon Acceptance of the Licensed Software and shall continue in perpetuity. All licenses granted under this Agreement shall be perpetual unless otherwise stated in the specific Ordering Document procuring the Licensed Software. In addition to the licenses procured via the specific Ordering Document, City has the option to procure additional licenses and related support noted on the November 2007 and March 2008 Ordering Document's price hold exhibit by issuance of an amendment to this Agreement.

b. **Term of the Support and Update Services**

Subject to Section 5, the term of the Support shall be from Acceptance for five years unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for four (4) additional one year terms (with the price caps set forth in Section B.7 of the November 2007 and March 2008 Ordering Documents, Appendices A and B) by issuance of an amendment to this Agreement.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after February 21, 2012.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

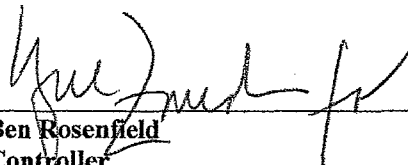
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY


CONTRACTOR

Recommended by:

Oracle America, Inc.



Ben Rosenfield
Controller
Office of the Controller



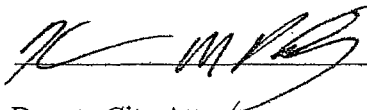
Theresa Agee
Manager
North America Support Services Contracts

DATE: Feb 7, 2012

Approved as to Form:


City vendor number: 71766

Dennis J. Herrera
City Attorney

By: 

Deputy City Attorney

Approved:



for **Naomi Kelly**
Director of the Office of Contract
Administration, and Purchaser

APPENDIX F

ORACLE®

31-Aug-11

Rachel Cukierman
City And County Of San Francisco
25 Van Ness Ave.
Suite 345
San Francisco
CA 94102
United States

Dear Rachel Cukierman

The technical support services and benefits provided under service contract number 2713711 will expire, or have expired, on 21-Feb-12. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may describe services that you have ordered that are in addition to the services that you are renewing.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number 2713711, please order the technical support services on this ordering document by issuing a form of payment acceptable to Oracle in accordance with the attached Order Processing Details section on or before 20-Jan-12.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards, Ron Satterthwaite
Oracle Support Services
E-mail: ron.satterthwaite@oracle.com
Tel.: 925-694-7894
Fax: 719-757-4314



Ordering Document

Service Contract #: 2713711 Offer Expires: 21-Feb-12 Payment Terms: 30 NET from date of invoice Billing Terms: Quarterly in Arrears	Renewal Contact: Ron Satterthwaite Telephone: 925.694.7894 Fax: 719-757-4314 E-mail: ron.satterthwaite@oracle.com
CUSTOMER: City And County Of San Francisco	
QUOTE TO Account Contact: Rachel Cukierman Account Name: City And County Of San Francisco Address: 25 Van Ness Ave. Suite 345 San Francisco CA 94102 United States Telephone: 415 554-2333 Fax: E-mail: rachel.cukierman@sfgov.org	BILL TO Account Contact: Rachel Cukierman Account Name: City And County Of San Francisco Address: PPSD/E-MERGE Controller's Office 1 S Van Ness Ave, Ste 800 San Francisco CA 94103 United States Telephone: 415-554-2333 Fax: E-mail: Rachel.Cukierman@sfgov.org

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to Ann Tran at ann.tran@oracle.com or 408.642.2847. Please also include service contract number 2713711 on such reply.

Service Details

Service Level: Software Update License & Support						End Date: 21-Feb-13
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	15850773	30000		FULL USE	22-Feb-12	54,928.85
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	15850773	1		FULL USE	22-Feb-12	0.00
PeopleSoft Enterprise UPK Enterprise Learning Management (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	1,980.00
PeopleSoft Enterprise UPK Human Resources (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	1,980.00
PeopleSoft Enterprise HRMS Portal Pack - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-12	7,271.69
PeopleSoft Enterprise UPK Time & Labor (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15850773	1		FULL USE	22-Feb-12	1,978.30
PeopleSoft Enterprise UPK ePerformance (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	1,980.00
PeopleSoft Enterprise UPK Benefits Administration (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	1,980.00
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-12	33,561.65
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-12	178,995.48
PeopleSoft Enterprise Enterprise Learning Management - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-12	65,445.12
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-12	47,265.99

Service Level: Software Update License & Support**End Date: 21-Feb-13**

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
PeopleSoft Enterprise UPK Payroll for North America (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	1,980.00
PeopleSoft Enterprise Applications Portal - Enterprise \$M in Operating Budget Perpetual	15684995	5700		FULL USE	22-Feb-12	35,869.02
PeopleSoft Enterprise Directory Interface - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-12	11,187.22
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	15684995	1		FULL USE	22-Feb-12	0.00
PeopleSoft Enterprise UPK Reporting Tools for HRMS Software Modules (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	1,980.00
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	15684995	30000		FULL USE	22-Feb-12	109,075.37
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15684995	1		FULL USE	22-Feb-12	0.00
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	15684995	1		FULL USE	22-Feb-12	0.00
PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual	15684995	30000		FULL USE	22-Feb-12	25,171.24
Micro Focus International Ltd. Net Express COBOL for Windows for 5 Named Users (Mfr is Microfocus; Third Party Program)	15684995	1		FULL USE	22-Feb-12	12,540.00
User Productivity Kit - UPK Developer Perpetual	15684995	4		FULL USE	22-Feb-12	3,960.00
PeopleSoft Enterprise UPK eProfile (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	990.00
PeopleSoft Enterprise UPK eBenefits (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	990.00
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-12	65,445.22

Service Level:	Software Update License & Support	End Date: 21-Feb-13
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
PeopleSoft Enterprise UPK Fundamentals for HRMS Software Modules (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	990.00
User Productivity Kit - UPK Employee Perpetual	15684995	60000		FULL USE	22-Feb-12	99,000.00
PeopleSoft Enterprise UPK ePay (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	990.00
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	15850773	1		FULL USE	22-Feb-12	0.00
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15850773	1		FULL USE	22-Feb-12	0.00

Subtotal: USD 767,535.15

Total Amount: USD 767,535.15

plus applicable tax

Notes:

1. If any of the fields listed above are blank, then such field(s) does not apply for the applicable programs and/or hardware.
2. If a change to the Service Details provided above is required, please contact Ron Satterthwaite at 925-694-7894 or at ron.satterthwaite@oracle.com and an updated ordering document will be provided to you.

GENERAL TERMS

"You" and "your" refers to the Customer provided above.

In the event that the Customer and the Quote To Account Name provided above are not the same, City And County Of San Francisco represents that Customer has authorized City And County Of San Francisco to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City And County Of San Francisco agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to City And County Of San Francisco during the term of service. Customer agrees that even if the Customer and the Bill To Account Name above are different, that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of City And County Of San Francisco to make timely payment under this ordering document shall be deemed to be Customer's breach of this ordering document; and, c) in addition to any other remedies available to Oracle, it may terminate Customer's support for such nonpayment of fees.

The technical support services acquired under this ordering document are governed by the terms and conditions of the Oracle pre-printed License and Services Agreement (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, Amendment One dated November 16, 2007, Amendment Two dated March 26, 2008, Amendment Three dated November 17, 2008, Amendment Four dated February 22, 2010, Amendment Five dated October 5, 2010, the Assignment and Assumption Agreement dated October 5, 2010 and Amendment Six dated February 7, 2012 ("Agreement") that you executed for technical support from the vendor of the programs and/or hardware listed in the Service Details section above (i.e. Oracle, a vendor acquired by Oracle, or an authorized reseller of Oracle or of the acquired vendor). However, any use of the programs and/or hardware, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>. Customers who allow technical support to lapse may be subject to Oracle's reinstatement policy in effect at the time of reinstatement.

Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the Agreement and (ii) a form of payment acceptable to Oracle. Oracle normally accepts orders after receipt of a purchase order, check or credit card issued in accordance with the Purchase Order, Check, Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Please note that if the pre-tax value of this ordering document is USD \$2,000 or less, the technical support services on this ordering document must be paid either by credit card or electronic upload of a PO to the Online site.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable.

An invoice will only be issued upon receipt of a form of payment acceptable to Oracle. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If City And County Of San Francisco is a tax exempt organization, a copy of City And County Of San Francisco's tax exemption certificate must be submitted with City And County Of San Francisco's purchase order, check, credit card or other acceptable form of payment.

PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Service Contract #: 2713711
- Term of Service: 22-Feb-12 to 21-Feb-13
- Final Total: USD 767,535.15 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, City And County Of San Francisco agrees that the terms of the Agreement described above supersede the terms in the purchase order or any other document, and no terms included in any such purchase order or other document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to Oracle per the Remittance Details provided below.

Check

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Service Contract #: 2713711
- Term of Service: 22-Feb-12 to 21-Feb-13
- Final Total: USD 767,535.15 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, City And County Of San Francisco agrees that only the terms of the Agreement described above shall apply to the technical support services ordered.

No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid under a credit card, please complete the section below and return it to Oracle per the Remittance Details provided below. Please note that Oracle is unable to process credit card transactions of USD100,000 or greater.

- Service Contract #: 2713711
- Term of Service: 22-Feb-12 to 21-Feb-13
- Final Total: USD 767,535.15 (excluding applicable tax)

Credit Card Number

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, City And County Of San Francisco agrees that only the terms of the Agreement described above shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

REMITTANCE DETAILS

Purchase orders or credit card details for the technical support services ordered hereto should be sent to:

Attn: Ron Satterthwaite
Oracle Support Services
Fax: 719-757-4314
E-mail: ron.satterthwaite@oracle.com

Checks for the technical support services ordered hereto should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 44471
San Francisco, CA 94144-4471

All Other States:

Oracle America, Inc
PO Box 71028
Chicago, IL 60694-1028

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Amendment Five

THIS AMENDMENT (this "Amendment") is made as of **October 5, 2010**, in San Francisco, California, by and between **Oracle America, Inc., 1910 Oracle Way, Reston VA 20190** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to renew annual support, increase the contract amount, and update standard contractual clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Oracle pre-printed License and Services Agreement (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, Amendment One dated November 16, 2007, Amendment Two dated March 26, 2008, Amendment Three dated November 17, 2008, Amendment Four dated February 22, 2010, and the Assignment and Assumption Agreement dated October 5, 2010.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Definitions. Section 1 of the Agreement currently reads as follows:

1. Definitions

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA V071807), to which Amendments One, Two and Three, and this document, Amendment Four, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendments One, Two, and Three, and this document, Amendment Four, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSA V071807.

....

THE ORDERING DOCUMENTS

The Oracle ordering forms attached to Amendment One as Appendix A, the Oracle ordering forms attached to Amendment Two as Appendix B, the Oracle ordering forms attached to Amendment Three as Appendix C, and the Oracle ordering forms attached to Amendment Four as Appendix D.

AUTHORIZATION; or AUTHORIZATION DOCUMENT

This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the Office of the Controller and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. A Purchase Order certified by the Controller indicates full funding for that order.

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the Office of the Controller. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the Office of the Controller, unless otherwise indicated by the context.

Such section is hereby amended in its entirety to read as follows:

1. Definitions

AGREEMENT

The Oracle pre-printed License and Services Agreement (OLSA V071807), to which Amendments One, Two, Three and Four, and this document, Amendment Five, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT

Amendments One, Two, Three and Four, and this document, Amendment Five, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSA V071807.

....

THE ORDERING DOCUMENTS

The Oracle ordering forms attached to Amendment One as Appendix A, the Oracle ordering forms attached to Amendment Two as Appendix B, the Oracle ordering forms attached to Amendment Three as Appendix C, the Oracle ordering forms attached to Amendment Four as Appendix D, and the Oracle ordering forms attached to Amendment Five as Appendix E.

AUTHORIZATION; or AUTHORIZATION DOCUMENT

This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the Office of the Controller and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. A Purchase Order certified by the Controller indicates full funding for that order.

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the Office of the Controller. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the Office of the Controller, unless otherwise indicated by the context.

2b. City's Payment Obligation. Section 3 of the Agreement currently reads as follows:

3. City's Payment Obligation

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document attached as Appendix D to this Fourth Amendment, the amount for the Support fees shall be increased by Seven Hundred Sixty-Seven Thousand, Five Hundred Thirty-Six dollars (\$767,536).

In no event shall the aggregate amount of the Software License payments exceed Three Million Four Hundred Eighty Eight Thousand, Eight Hundred dollars (\$3,488,800). In no event shall the aggregate fees for Support exceed Two Million Two Hundred Ninety-Seven Thousand, Six Hundred Eighteen dollars (\$2,297,618).

In no event shall the total amount for all software and services paid under this contract exceed Five Million Seven Hundred Eighty-Six Thousand, Four Hundred Eighteen dollars (\$5,786,418).

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

Such section is hereby amended in its entirety to read as follows:

3. City's Payment Obligation

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document attached as Appendix E to this Fifth Amendment, the amount for the Support fees shall be increased by Seven Hundred Sixty-Seven Thousand, Five Hundred Thirty-Six dollars (\$767,536).

In no event shall the aggregate amount of the Software License payments exceed Three Million Four Hundred Eighty Eight Thousand, Eight Hundred Dollars (\$3,488,800). In no event shall the aggregate fees for Support exceed Three Million Sixty Five Thousand One Hundred and Fifty Four Dollars (\$3,065,154).

In no event shall the total amount for all software and services paid under this contract exceed Six Million Five Hundred and Fifty Three Thousand Nine Hundred and Fifty Four Dollars (\$6,553,954).

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2c. Term of the Agreement. Section 4 of the Agreement currently reads as follows:

4. Term of the Agreement

a. Term of the License

Subject to Section 5, the license granted under this Agreement shall commence upon Acceptance of the Licensed Software and shall continue in perpetuity. All licenses granted under this Agreement shall be perpetual unless otherwise stated in the specific Ordering Document procuring the Licensed Software. In addition to the licenses procured via the specific Ordering Document, City has the option to procure additional licenses and related support noted on the November 2007 and March 2008 Ordering Document's price hold exhibit by issuance of an amendment to this Agreement.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance for three years unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for six additional one year terms (with the price caps set forth in Section B.7 of the November 2007 and March 2008 Ordering Documents, Appendices A and B) by issuance of an amendment to this Agreement.

Such section is hereby amended in its entirety to read as follows:

4. Term of the Agreement

a. Term of the License

Subject to Section 5, the license granted under this Agreement shall commence upon Acceptance of the Licensed Software and shall continue in perpetuity. All licenses granted under this Agreement shall be perpetual unless otherwise stated in the specific Ordering Document procuring the Licensed Software. In addition to the licenses procured via the specific Ordering Document, City has the option to procure additional licenses and related support noted on the November 2007 and March 2008 Ordering Document's price hold exhibit by issuance of an amendment to this Agreement.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance for four years unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for five (5) additional one year terms (with the price caps set forth in Section B.7 of the November 2007 and March 2008 Ordering Documents, Appendices A and B) by issuance of an amendment to this Agreement.

2d. Submitting False Claims; Monetary Penalties. Section 15 of the Agreement is hereby replaced in its entirety as follows:

15. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an

officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

2e. Cooperative Drafting. Section 46 is hereby added to the Agreement, as follows:

46. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

2f. The February 2011 Ordering Document regarding support from February 22, 2011 to February 21, 2012 is added to the Agreement and incorporated by reference hereto as Appendix E.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **February 22, 2011.**

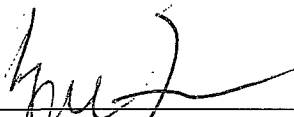
4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. Order of Precedence. In the event of any conflict between the terms of this Amendment Five and the Agreement as amended by Amendments One, Two, Three and Four, this Amendment Five shall control.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

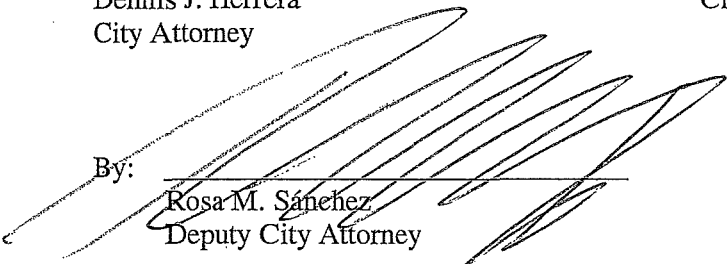


Ben Rosenfield
Controller
Office of the Controller

Approved as to Form:

Dennis J. Herrera
City Attorney


By:



Rosa M. Sanchez
Deputy City Attorney

CONTRACTOR

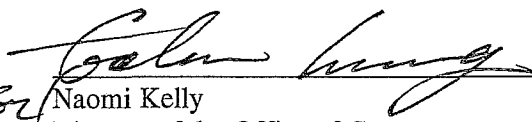
Oracle America, Inc.



Krys Koper
Senior Contracts Manager
Oracle America, Inc.
One Bellevue Center
411 108th Avenue NE
Suite 900
Bellevue, WA 98004

City vendor number: **41827**

Approved:



Naomi Kelly
Director of the Office of Contract
Administration, and Purchaser



25-Aug-10

Rachel Cukierman
City And County Of San Francisco
25 Van Ness Ave.
Suite 345
San Francisco
CA 94102
United States

Dear Rachel Cukierman

The technical support services and benefits provided under service contract number 2713711 will expire, or have expired, on 21-Feb-11. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may describe services that you have ordered that are in addition to the services that you are renewing.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number 2713711, please order the technical support services on this ordering document by issuing a form of payment acceptable to Oracle in accordance with the attached Order Processing Details section on or before 21-Jan-11.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards,

Ann Tran
Oracle Support Services
E-mail: ann.tran@oracle.com
Tel.: 408.642.2847
Fax: 408.642.2847



Ordering Document

Service Contract #: 2713711	Renewal Contact: Ann Tran
Offer Expires: 21-Feb-11	
Payment Terms: 30 NET from date of invoice	Telephone: 408.642.2847
Billing Terms: Quarterly in Arrears	Fax: 408.642.2847
	E-mail: ann.tran@oracle.com
CUSTOMER: City And County Of San Francisco	
QUOTE TO	BILL TO
Account Contact: Rachel Cukierman	Account Contact: Jeannie Wong
Account Name: City And County Of San Francisco	Account Name: City And County Of San Francisco
Address: 25 Van Ness Ave. Suite 345 San Francisco CA 94102 United States	Address: 1 Dr Carlton B Goodlett Pl San Francisco CA 94102 United States
Telephone: 415 554-2333	Telephone: -415.554.7604
Fax:	Fax:
E-mail: rachel.cukierman@sfgov.org	E-mail: @

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to Ann Tran at ann.tran@oracle.com or 408.642.2847. Please also include service contract number 2713711 on such reply.

Service Details

Service Level: Software Update License & Support						End Date: 21-Feb-12
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	15850773	30000		FULL USE	22-Feb-11	54,928.85
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15850773	1		FULL USE	22-Feb-11	0.00
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	15850773	1		FULL USE	22-Feb-11	0.00
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	15850773	1		FULL USE	22-Feb-11	0.00
PeopleSoft Enterprise UPK Enterprise Learning Management over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-11	1,980.00
PeopleSoft Enterprise UPK ePay over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-11	990.00
PeopleSoft Enterprise UPK Human Resources over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-11	1,980.00
User Productivity Kit - UPK Employee Perpetual	15684995	60000		FULL USE	22-Feb-11	99,000.00
PeopleSoft Enterprise HRMS Portal Pack - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-11	7,271.69
PeopleSoft Enterprise UPK Time & Labor over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15850773	1		FULL USE	22-Feb-11	1,978.30
PeopleSoft Enterprise UPK Fundamentals for HRMS Software Modules over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-11	990.00
PeopleSoft Enterprise UPK ePerformance over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-11	1,980.00

Service Level:	Software Update License & Support	End Date: 21-Feb-12
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-11	65,445.22
PeopleSoft Enterprise UPK Benefits Administration over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-11	1,980.00
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-11	33,561.65
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-11	178,995.48
PeopleSoft Enterprise UPK eBenefits over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-11	990.00
PeopleSoft Enterprise Learning Management - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-11	65,445.12
PeopleSoft Enterprise UPK eProfile over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-11	990.00
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-11	47,265.99
PeopleSoft Enterprise UPK Payroll for North America over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-11	1,980.00
User Productivity Kit - UPK Developer Perpetual	15684995	4		FULL USE	22-Feb-11	3,960.00
PeopleSoft Enterprise Portal - Enterprise \$M in Operating Budget Perpetual	15684995	5700		FULL USE	22-Feb-11	35,869.02
Micro Focus International Ltd. Net Express COBOL for Windows for 5 Named Users (Mfr is Microfocus; Third Party Program)	15684995	1		FULL USE	22-Feb-11	12,540.00
PeopleSoft Enterprise Directory Interface - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-11	11,187.22
PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual	15684995	30000		FULL USE	22-Feb-11	25,171.24
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	15684995	1		FULL USE	22-Feb-11	0.00

Service Level: Software Update License & Support	End Date: 21-Feb-12
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
PeopleSoft Enterprise UPK Reporting Tools for HRMS Software Modules over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-11	1,980.00
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	15684995	30000		FULL USE	22-Feb-11	109,075.37
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15684995	1		FULL USE	22-Feb-11	0.00
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	15684995	1		FULL USE	22-Feb-11	0.00

Subtotal: USD 767,535.15

Total Amount: USD 767,535.15

plus applicable tax

Notes:

1. If any of the fields listed above are blank, then such field(s) does not apply for the applicable programs and/or hardware.
2. If a change to the Service Details provided above is required, please contact Ann Tran at 408.642.2847 or at ann.tran@oracle.com and an updated ordering document will be provided to you.

GENERAL TERMS

"You" and "your" refers to the Customer provided above.

In the event that the Customer and the Quote To Account Name provided above are not the same, City And County Of San Francisco represents that Customer has authorized City And County Of San Francisco to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City And County Of San Francisco agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to City And County Of San Francisco during the term of service. Customer agrees that even if the Customer and the Bill To Account Name above are different, that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of City And County Of San Francisco to make timely payment under this ordering document shall be deemed to be Customer's breach of this ordering document; and, c) in addition to any other remedies available to Oracle, it may terminate Customer's support for such nonpayment of fees.

The technical support services acquired under this ordering document are governed by the terms and conditions of the agreement that you executed for technical support from the vendor of the programs and/or hardware listed in the Service Details section above (i.e. Oracle, a vendor acquired by Oracle, or an authorized reseller of Oracle or of the acquired vendor). However, any use of the programs and/or hardware, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www.oracle.com/support/policies.html>. Customers who allow technical support to lapse may be subject to Oracle's reinstatement policy in effect at the time of reinstatement.

Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the agreement that you executed for technical support from the vendor of the programs and/or hardware listed in the Service Details section above (i.e. Oracle, a vendor acquired by Oracle, or an authorized reseller of Oracle or of the acquired vendor), and (ii) a form of payment acceptable to Oracle. Oracle normally accepts orders after receipt of a purchase order, check or credit card issued in accordance with the Purchase Order, Check, Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Please note that if the pre-tax value of this ordering document is USD \$2,000 or less, the technical support services on this ordering document must be paid either by credit card or electronic upload of a PO to the Online site.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable.

An invoice will only be issued upon receipt of a form of payment acceptable to Oracle. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If City And County Of San Francisco is a tax exempt organization, a copy of City And County Of San Francisco's tax exemption certificate must be submitted with City And County Of San Francisco's purchase order, check, credit card or other acceptable form of payment.

PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Service Contract #: 2713711
- Term of Service: 22-Feb-11 to 21-Feb-12
- Final Total: USD 767,535.15 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, City And County Of San Francisco agrees that the terms of this ordering document and the terms of the agreement described above supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to Oracle per the Remittance Details provided below.

Check

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Service Contract #: 2713711
- Term of Service: 22-Feb-11 to 21-Feb-12
- Final Total: USD 767,535.15 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, City And County Of San Francisco agrees that only the terms of this ordering document and the terms of the agreement described above shall apply to the technical support services ordered. No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid under a credit card, please complete the section below and return it to Oracle per the Remittance Details provided below. Please note that Oracle is unable to process credit card transactions of USD100,000 or greater.

- Service Contract #: 2713711
- Term of Service: 22-Feb-11 to 21-Feb-12
- Final Total: USD 767,535.15 (excluding applicable tax)

Credit Card Number

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, City And County Of San Francisco agrees that only the terms of this ordering document and the terms of the agreement described above shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

REMITTANCE DETAILS

Purchase orders or credit card details for the technical support services ordered hereto should be sent to:

Attn: Ann Tran
Oracle Support Services
Fax: 408.642.2847
E-mail: ann.tran@oracle.com

Checks for the technical support services ordered hereto should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 44471
San Francisco, CA 94144-4471

All Other States:

Oracle America, Inc
PO Box 71028
Chicago, IL 60694-1028

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Amendment Four

THIS AMENDMENT (this "Amendment") is made as of **February 22, 2010**, in San Francisco, California, by and between **Oracle USA, Inc., 500 Oracle Parkway, Redwood City, California, 94065** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to renew annual support, increase the contract amount, and update standard contractual clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Oracle pre-printed License and Services Agreement (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, Amendment One dated November 16, 2007, Amendment Two dated March 26, 2008, and Amendment Three dated November 17, 2008.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Definitions. Section 1 of the Agreement currently reads as follows:

1. Definitions

AGREEMENT	The Oracle pre-printed License and Services Agreement (OLSA V071807), to which Amendments One and Two, and this document, Amendment Three, are attached, and these documents shall be construed together as this "Agreement."
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AMENDMENT	Amendments One and Two, and this document, Amendment Three, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSAv071807.
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**THE ORDERING
DOCUMENTS**

The Oracle ordering forms attached to Amendment One as Appendix A, the Oracle ordering forms attached to Amendment Two as Appendix B, and the Oracle ordering forms attached to Amendment Three as Appendix C.

**AUTHORIZATION; or
AUTHORIZATION
DOCUMENT**

This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by DHR and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. A Purchase Order certified by the Controller indicates full funding for that order.

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of DHR. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of DHR, unless otherwise indicated by the context.

Such section is hereby amended in its entirety to read as follows:

1. Definitions

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA V071807), to which Amendments One, Two and Three, and this document, Amendment Four, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendments One, Two, and Three, and this document, Amendment Four, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSA V071807.

....

**THE ORDERING
DOCUMENTS**

The Oracle ordering forms attached to Amendment One as Appendix A, the Oracle ordering forms attached to Amendment Two as Appendix B, the Oracle ordering forms attached to Amendment Three as Appendix C, and the Oracle ordering forms attached to Amendment Four as Appendix D.

**AUTHORIZATION; or
AUTHORIZATION
DOCUMENT**

This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the Office of the Controller and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. A Purchase Order certified by the Controller indicates full funding for that order.

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the Office of the Controller. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the Office of the Controller, unless otherwise indicated by the context.

2b. City's Payment Obligation. Section 3 of the Agreement currently reads as follows:

3. City's Payment Obligation

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document attached as Appendix C to this Third Amendment, the amount for the Support fees shall be increased by Seven Hundred Sixty-Seven Thousand, Five Hundred Thirty-Six dollars (\$767,536).

In no event shall the aggregate amount of the Software License payments exceed Three Million Four Hundred Eighty Eight Thousand, Eight Hundred dollars (\$3,488,800). In no event shall the aggregate fees for Support exceed One Million Five Hundred Thirty Thousand, Eighty Two dollars (\$1,530,082).

In no event shall the total amount for all software and services paid under this contract exceed Five Million Eighteen Thousand, Eight Hundred Eighty Two dollars (\$5,018,882).

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

Such section is hereby amended in its entirety to read as follows:

3. City's Payment Obligation

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document attached as Appendix D to this Fourth Amendment, the amount for the Support fees shall be increased by Seven Hundred Sixty-Seven Thousand, Five Hundred Thirty-Six dollars (\$767,536).

In no event shall the aggregate amount of the Software License payments exceed Three Million Four Hundred Eighty Eight Thousand, Eight Hundred dollars (\$3,488,800). In no event shall the aggregate fees for Support exceed Two Million Two Hundred Ninety-Seven Thousand, Six Hundred Eighteen dollars (\$2,297,618).

In no event shall the total amount for all software and services paid under this contract exceed Five Million Seven Hundred Eighty-Six Thousand, Four Hundred Eighteen dollars (\$5,786,418).

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2c. Term of the Agreement. Section 4 of the Agreement currently reads as follows:

4. Term of the Agreement

a. Term of the License

Subject to Section 5, the license granted under this Agreement shall commence upon Acceptance of the Licensed Software and shall continue in perpetuity. All licenses granted under this Agreement shall be perpetual unless otherwise stated in the specific Ordering Document procuring the Licensed Software. In addition to the licenses procured via the specific Ordering Document, City has the option to procure additional licenses and related support noted on the November 2007 and March 2008 Ordering Document's price hold exhibit by issuance of an amendment to this Agreement.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance for two years unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for seven additional one year terms (with the price caps set forth in Section B.7 of the November 2007 and March 2008 Ordering Documents, Appendices A and B) by issuance of an amendment to this Agreement.

Such section is hereby amended in its entirety to read as follows:

4. Term of the Agreement

a. Term of the License

Subject to Section 5, the license granted under this Agreement shall commence upon Acceptance of the Licensed Software and shall continue in perpetuity. All licenses granted under this Agreement shall be perpetual unless otherwise stated in the specific Ordering Document procuring the Licensed Software. In addition to the licenses procured via the specific Ordering Document, City has the option to procure additional licenses and related support noted on the November 2007 and March 2008 Ordering Document's price hold exhibit by issuance of an amendment to this Agreement.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance for three years unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for six additional one year terms (with the price caps set forth in Section B.7 of the November 2007 and March 2008 Ordering Documents, Appendices A and B) by issuance of an amendment to this Agreement.

2d. Insurance. Section 23 is hereby replaced in its entirety to read as follows:

23. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

2e. Protection of Private Information. Section 28 is hereby replaced in its entirety, as follows:

28. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

2f. Limitations on Contributions. Section 36 is hereby replaced in its entirety as follows:

36. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

2g. The February 2010 Ordering Document regarding support from February 22, 2010 to February 21, 2011 is added to the Agreement and incorporated by referene hereto as Appendix D.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **February 22, 2010.**

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. Order of Precedence. In the event of any conflict between the terms of this Amendment Four and the Agreement as amended by Amendments One, Two, and Three, this Amendment Four shall control.

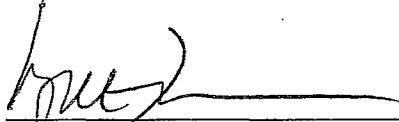
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

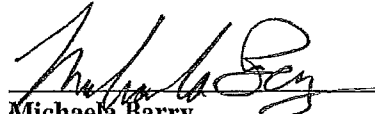
CONTRACTOR

Recommended by:

Oracle USA, Inc.



Ben Rosenfield
Controller
Office of the Controller

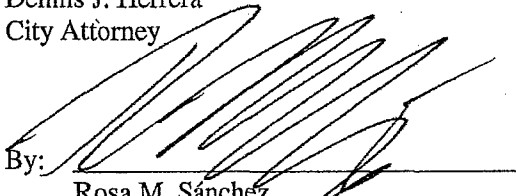


Michaela Barry
Senior Contracts Manager
Oracle USA, Inc.
500 Oracle Parkway
Redwood City, California 94065

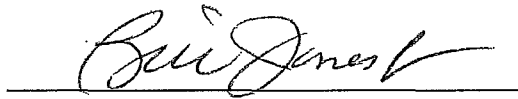
Approved as to Form:

City vendor number: 71766

Dennis J. Herrera
City Attorney


By: _____
Rosa M. Sanchez
Deputy City Attorney

Approved:



Naomi Kelly
Director of the Office of Contract
Administration, and Purchaser



6-Oct-09

Rachel Cukierman
City And County Of San Francisco
25 Van Ness Ave.
Suite 345
San Francisco
CA 94102
United States

Dear Rachel,

The technical support services and benefits provided under service contract number 2713711 will expire, or have expired, on 21-Feb-10. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may also include incremental technical support services newly acquired.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number 2713711, please order the technical support services on this ordering document by issuing a form of payment acceptable to Oracle in accordance with the attached Order Processing Details section on or before 23-Jan-10.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards,

Gavin Ostrom
Oracle Support Services
E-mail: gavin.ostrom@oracle.com
Tel.: +19163155391
Fax: 916 315 5657



Ordering Document

Service Contract #: 2713711	Renewal Contact: Gavin Ostrom
Offer Expires: 21-Feb-10	
Payment Terms: NET 30 DAYS from date of invoice	Telephone: +19163155391
Billing Terms: Quarterly in Arrears	Fax: 916 315 5657
	E-mail: gavin.ostrom@oracle.com
CUSTOMER: City And County Of San Francisco	
QUOTE TO	BILL TO
Account Contact: Rachel Cukierman	Account Contact: Rachel Cukierman
Account Name: City And County Of San Francisco	Account Name: City And County Of San Francisco
Address: 25 Van Ness Ave. Suite 345 San Francisco CA 94102 United States	Address: 25 Van Ness Ave. Suite 345 San Francisco CA 94102 United States
Telephone: 415.554.2333	Telephone: 415.554.2333
Fax:	Fax:
E-mail: rachel.cukierman@sfgov.org	E-mail: rachel.cukierman@sfgov.org

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to Gavin Ostrom at gavin.ostrom@oracle.com or 916 315 5657. Please also include service contract number 2713711 on such reply.

Service Details

Service Level: Software Update License & Support						End Date: 21-Feb-11
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
PeopleSoft Enterprise UPK Time & Labor over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15850773	1		FULL USE	22-Feb-10	1,978.30
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	15850773	30000		FULL USE	22-Feb-10	54,928.85
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15850773	1		FULL USE	22-Feb-10	0.00
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	15850773	1		FULL USE	22-Feb-10	0.00
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	15850773	1		FULL USE	22-Feb-10	0.00
PeopleSoft Enterprise UPK Enterprise Learning Management over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-10	1,980.00
PeopleSoft Enterprise UPK ePay over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-10	990.00
PeopleSoft Enterprise UPK Human Resources over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-10	1,980.00
User Productivity Kit - UPK Employee Perpetual	15684995	60000		FULL USE	22-Feb-10	99,000.00
PeopleSoft Enterprise HRMS Portal Pack - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-10	7,271.69
PeopleSoft Enterprise UPK Fundamentals for HRMS Software Modules over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-10	990.00
PeopleSoft Enterprise UPK ePerformance over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-10	1,980.00
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-10	65,445.22
PeopleSoft Enterprise UPK Benefits Administration over 4K employees	15684995	1		FULL USE	22-Feb-10	1,980.00

Service Level: Software Update License & Support**End Date: 21-Feb-11**

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
and/or \$1 billion in revenue - UPK Module Perpetual						
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-10	33,561.65
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-10	178,995.48
PeopleSoft Enterprise UPK eBenefits over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-10	990.00
PeopleSoft Enterprise Learning Management - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-10	65,445.12
PeopleSoft Enterprise UPK eProfile over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-10	990.00
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-10	47,265.99
PeopleSoft Enterprise UPK Payroll for North America over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-10	1,980.00
User Productivity Kit - UPK Developer Perpetual	15684995	4		FULL USE	22-Feb-10	3,960.00
PeopleSoft Enterprise Portal - Enterprise \$M in Operating Budget Perpetual	15684995	5700		FULL USE	22-Feb-10	35,869.02
Micro Focus International Ltd. Net Express COBOL for Windows for 5 Named Users (Mfr is Microfocus; Third Party Program)	15684995	1		FULL USE	22-Feb-10	12,540.00
PeopleSoft Enterprise Directory Interface - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-10	11,187.22
PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual	15684995	30000		FULL USE	22-Feb-10	25,171.24
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	15684995	1		FULL USE	22-Feb-10	0.00
PeopleSoft Enterprise UPK Reporting Tools for HRMS Software Modules over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-10	1,980.00
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	15684995	30000		FULL USE	22-Feb-10	109,075.37
Websphere for PeopleSoft	15684995	1		FULL USE	22-Feb-10	0.00

Service Level: Software Update License & Support	End Date: 21-Feb-11
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Enterprise (Mfr is International Business Machines Corporation; Third Party Program)						
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	15684995	1		FULL USE	22-Feb-10	0.00

Subtotal: USD 767,535.15

Total Amount: USD 767,535.15

plus applicable tax

Notes:

1. If any of the fields listed above are blank, the program licenses were acquired under a separate license model in which such field(s) does not apply.
2. If a change to the Service Details provided above is required, please contact Gavin Ostrom at +19163155391 or at gavin.ostrom@oracle.com and an updated ordering document will be provided in accordance with Oracle's technical support policies.

GENERAL TERMS

"You" and "your" refers to the Customer provided above.

In the event that the Customer and the Quote To Account Name provided above are not the same, City And County Of San Francisco acknowledges that Customer has authorized City And County Of San Francisco to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City And County Of San Francisco agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to City And County Of San Francisco during the term of service.

The technical support services acquired under this ordering document are governed by the terms and conditions of the license and services agreement that you executed for technical support from the licensor of the products listed in the Service Details section above (i.e. Oracle, a vendor acquired by Oracle, or an authorized reseller of Oracle or of the acquired vendor). However, any use of the programs, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs set forth in the order in which the programs were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies, including Oracle's reinstatement policy, may be accessed at <http://www.oracle.com/support/policies.html>. Customers who allow technical support to lapse and later wish to reactivate it will be subject to Oracle's reinstatement policy in effect at the time of reinstatement. Applicable reinstatement fees may apply in addition to the annual technical support fees.

In the event that Priority Service is acquired under this ordering document, you acknowledge you must maintain a current Software Update License & Support contract for all licenses in a license set for which Priority Service has been purchased. By accepting this ordering document, you also acknowledge that Software Update License & Support for program licenses listed under the Priority Service level may be renewed under separate contract(s). Upon renewal, Priority Service fees will be based on the Priority Service pricing policies in effect at the time of renewal and such fees will be adjusted to account for any acquisition of additional licenses in a license set. Contractual caps on annual technical support fees for Software Update License & Support do not apply to Priority Service, unless stated otherwise in your contract.

Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the license and services agreement that you executed for technical support from the licensor of the products listed in the Service Details section above (i.e. Oracle, a vendor acquired by Oracle, or an authorized reseller of Oracle or of the acquired vendor, and (ii) a form of payment acceptable to Oracle. Oracle normally accepts orders after receipt of a purchase order, check or credit card issued in accordance with the Purchase Order, Check, Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Please note that if the pre-tax value of this ordering document is USD2,000 or less, the technical support services on this ordering document must be paid either by credit card or electronic upload of a PO to the Online site.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable.

An invoice will only be issued upon receipt of a form of payment acceptable to Oracle. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If City And County Of San Francisco is a tax exempt organization, a copy of City And County Of San Francisco's tax exemption certificate must be submitted with City And County Of San Francisco's purchase order, check, credit card or other acceptable form of payment.

PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Service Contract #: 2713711
- Term of Service: 22-Feb-10 to 21-Feb-11
- Final Total: USD 767,535.15 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, City And County Of San Francisco agrees that the terms of this ordering document and the terms of the license and services agreement described above supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to Oracle per the Remittance Details provided below.

Check

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Service Contract #: 2713711
- Term of Service: 22-Feb-10 to 21-Feb-11
- Final Total: USD 767,535.15 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, City And County Of San Francisco agrees that only the terms of this ordering document and the terms of the license and services agreement described above shall apply to the technical support services ordered. No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid under a credit card, please complete the section below and return it to Oracle per the Remittance Details provided below. Please note that Oracle is unable to process credit card transactions of USD100,000 or greater.

Service Contract #: 2713711
Term of Service: 22-Feb-10 to 21-Feb-11
Final Total: USD 767,535.15 (excluding applicable tax)

Credit Card Number

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, City And County Of San Francisco agrees that only the terms of this ordering document and the terms of the license and services agreement described above shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

REMITTANCE DETAILS

Purchase orders or credit card details for the technical support services ordered hereto should be sent to:

Attn: Gavin Ostrom
Oracle Support Services
Fax: 916 315 5657
E-mail: gavin.ostrom@oracle.com

Checks for the technical support services ordered hereto should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle USA, Inc.
PO Box 44471
San Francisco, CA 94144-4471

All other States:

Oracle USA, Inc.
PO Box 71028
Chicago, IL 60694-1028

AMENDMENT THREE

City and County of San Francisco
OFFICE OF CONTRACT ADMINISTRATION

Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
AMENDMENT TO ORACLE LICENSE AND SERVICES AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND

Oracle USA, Inc.

This Amendment Three (the "Amendment") is made as of this 17th day of November, 2008 in the City and County of San Francisco, State of California, by and between: **Oracle USA, Inc.** 500 Oracle Parkway, Redwood City, California, 94065, hereinafter referred to as Oracle or "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term, and increase the compensation;

Now, THEREFORE, the parties agree as follows:

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Oracle pre-printed License and Services Agreement (OLSA V071807) dated November 21, 2007, Amendment One dated November 16, 2007 attached to it, Amendment Two dated March 26, 2008, and this Amendment Three between Contractor and City.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 1. Section 1 (**Definitions**) of the Agreement currently reads as follows in part:

1. Definitions – Related to Software License

...

ACCEPTANCE City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the Ordering Document, and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8.

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA V071807), to which Amendment One and this document, Amendment Two, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendment One and this document, Amendment Two, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSAv071807.

....

THE ORDERING DOCUMENTS The Oracle ordering forms attached to Amendment One as Appendix A and the Oracle ordering forms attached to Amendment Two as Appendix B.

....

WARRANTY PERIOD The warranty period shall commence on (i) the effective date of the specific Ordering Document and continue for 12 (twelve) months for the software and each related update to the software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services, unless greater periods for (i) and (ii) are specified in the specific Ordering Document.

Such section is hereby amended in part to read as follows:

ACCEPTANCE City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the November 2007 Ordering Document (Appendix A), and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8.

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA V071807), to which Amendments One and Two, and this document, Amendment Three, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendments One and Two, and this document, Amendment Three, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSAv071807.

....

THE ORDERING DOCUMENTS

The Oracle ordering forms attached to Amendment One as Appendix A, the Oracle ordering forms attached to Amendment Two as Appendix B, and the Oracle ordering forms attached to Amendment Three as Appendix C.

.....
WARRANTY PERIOD The warranty period shall commence on (i) the effective date of the November 2007 Ordering Document (Appendix A) and continue for 12 (twelve) months for the software and each related update to the software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services, unless greater periods for (i) and (ii) are specified in the November 2007 Ordering Document (Appendix A).

2b. Section 3. Section 3 ("**City's Payment Obligation**") of the Agreement currently reads as follows:

3. City's Payment Obligation

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document dated as of March 26, 2008, the amount for the Software License payment shall be increased by Two Hundred Fifty-Eight

Thousand, Six Hundred Seventy-Two dollars (\$258,672) and the Support fees shall be increased by Fifty One Thousand, Nine Hundred Eighteen dollars (\$51,918).

In no event shall the aggregate amount of the Software License payments exceed Three Million Four Hundred Eighty Eight Thousand, Eight Hundred dollars (\$3,488,800). In no event shall the aggregate fees for Support exceed Seven Hundred Sixty Two Thousand, Five Hundred Forty Six dollars (\$762,546).

In no event shall the total amount for all software and services paid under this contract exceed Four Million Two Hundred Fifty One Thousand, Three Hundred Forty Six dollars (\$4,251,346).

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

Such section is hereby amended in its entirety to read as follows:

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document attached as Appendix C to this Third Amendment, the amount for the Support fees shall be increased by Seven Hundred Sixty-Seven Thousand, Five Hundred Thirty-Six dollars (\$767,536).

In no event shall the aggregate amount of the Software License payments exceed Three Million Four Hundred Eighty Eight Thousand, Eight Hundred dollars (\$3,488,800). In no event shall the aggregate fees for Support exceed One Million Five Hundred Thirty Thousand, Eighty Two dollars (\$1,530,082).

In no event shall the total amount for all software and services paid under this contract exceed Five Million Eighteen Thousand, Eight Hundred Eighty Two dollars (\$5,018,882).

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2c. Section 4. Section 4 ("Term of the Agreement") of the Agreement currently reads as follows:

4. Term of the Agreement

a. Term of the License

Subject to Section 5, the license granted under this Agreement shall commence upon Acceptance of the Licensed Software and shall continue in perpetuity. All licenses granted under this Agreement shall be perpetual unless otherwise stated in the specific Ordering Document. In addition to the licenses procured via the Ordering Document, City has the option to procure additional licenses and related support noted on the Ordering Document's price hold exhibit by issuance of an amendment to this Agreement.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance for one year unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for eight additional one year terms (with the price caps set forth in Section B.7 of the Ordering Document) by issuance of an amendment to this Agreement.

Such section is hereby amended in its entirety to read as follows:

4. Term of the Agreement

a. Term of the License

Subject to Section 5, the license granted under this Agreement shall commence upon Acceptance of the Licensed Software and shall continue in perpetuity. All licenses granted under this Agreement shall be perpetual unless otherwise stated in the specific Ordering Document procuring the Licensed Software. In addition to the licenses procured via the specific Ordering Document, City has the option to procure additional licenses and related support noted on the November 2007 and March 2008 Ordering Documents's price hold exhibit by issuance of an amendment to this Agreement.

Software Maintenance Agreement

(Application)

P-550 (11-07)

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance for two years unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for seven additional one year terms (with the price caps set forth in Section B.7 of the November 2007 and March 2008 Ordering Documents, Appendices A and B) by issuance of an amendment to this Agreement.

2d. Section 7. Section 7 ("Delivery") of the Agreement currently reads as follows:

7. Delivery

a. Delivery. Contractor shall make the Licensed Software products available to download by City beginning no later than the date specified in the Ordering Document, after certification of the purchase order and notice to Contractor.

Such section is hereby amended in its entirety to read as follows:

a. Delivery. Contractor shall make the Licensed Software products available to download by City beginning no later than the date specified in the November 2007 Ordering Document (Appendix A), after certification of the purchase order and notice to Contractor.

2e. Section 8. Section 4 ("**Acceptance Testing**") of the Agreement currently reads as follows:

8. Acceptance Testing. Acceptance testing shall have the meaning provided in the Ordering Documents.

Such section is hereby amended in its entirety to read as follows:

8. Acceptance Testing. Acceptance testing shall have the meaning provided in the November 2007 and March 2008 Ordering Documents (Appendices A and B).

2f. The November 2008 Ordering Document regarding support is added to the Agreement and attached hereto as Appendix C.

3. Order of Precedence.

In the event of any conflict between the terms of this Amendment Three and the Agreement as amended by Amendments One and Two, this Amendment Three shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

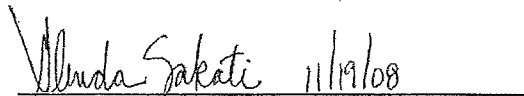
CONTRACTOR

Recommended by:

Oracle USA, Inc.



**Micki Callahan
Director
Department of Human Resources**

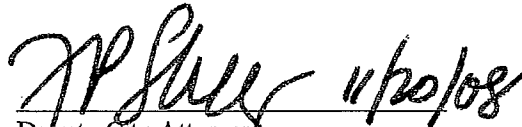


**Glenda Sakati
Manager - Public Sector License Contracts
Oracle USA, Inc.
500 Oracle Parkway
Redwood City, California 94065**

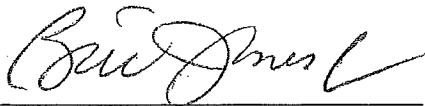
Approved as to Form:

City vendor number: 71766

Dennis J. Herrera
City Attorney

By 
Deputy City Attorney

Approved:



**Naomi Kelly
Director of the Office of Contract
Administration, and Purchaser**

Appendix C: Ordering Document regarding support



19-Nov-08

Rachel Cukierman
City And County Of San Francisco
25 Van Ness Ave.
Suite 345
San Francisco
CA 94102
United States

Dear Rachel Cukierman,

The technical support services and benefits provided under service contract number 2713711 will expire, or have expired, on 21-Feb-09. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may also include incremental technical support services newly acquired.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number 2713711, please order the technical support services on this ordering document by issuing an acceptable form of payment in accordance with the attached Order Processing Details section on or before 23-Jan-09.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards,

M. Aaron Anastasi
Oracle Support Services
E-mail: aaron.anastasi@oracle.com
Tel.: +19163154041
Fax: +19163155657



Ordering Document

Service Contract #: 2713711 Offer Expires: 21-Feb-09 Payment Terms: NET 30 DAYS from date of invoice Billing Terms: Quarterly in Arrears	Renewal Contact: M. Aaron Anastasi Telephone: +19163154041 Fax: +19163155657 E-mail: aaron.anastasi@oracle.com
CUSTOMER: City And County Of San Francisco	
QUOTE TO Account Contact: Rachel Cukierman Account Name: City And County Of San Francisco Address: 25 Van Ness Ave. Suite 345 San Francisco CA 94102 United States Telephone: 415 554-2333 Fax: E-mail: rachel.cukierman@sfgov.org	BILL TO Account Contact: Accounts Payable Account Name: City And County Of San Francisco Address: 25 Van Ness Ave. Suite 345 San Francisco CA 94102 United States Telephone: -415-557-4833 Fax: E-mail:

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to M. Aaron Anastasi at aaron.anastasi@oracle.com or +19163155657. Please also include service contract number 2713711 on such reply.

Service Details

Service Level: Software Update License & Support						End Date: 21-Feb-10
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
PeopleSoft Enterprise UPK Time & Labor over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15850773	1		FULL USE	22-Feb-09	1,978.30
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	15850773	30000		FULL USE	22-Feb-09	54,928.85
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15850773	1		FULL USE	22-Feb-09	0.00
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	15850773	1		FULL USE	22-Feb-09	0.00
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	15850773	1		FULL USE	22-Feb-09	0.00
Subtotal:						USD 56,907.15

Service Level: Software Update License & Support						End Date: 21-Feb-10
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
User Productivity Kit - UPK Developer Perpetual	15684995	4		FULL USE	22-Feb-09	3,960.00
PeopleSoft Enterprise UPK eProfile over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-09	990.00
PeopleSoft Enterprise UPK ePerformance over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-09	1,980.00
PeopleSoft Enterprise UPK Fundamentals for HRMS Software Modules over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-09	990.00
PeopleSoft Enterprise UPK Benefits Administration over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-09	1,980.00
PeopleSoft Enterprise UPK Payroll for North America over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-09	1,980.00
PeopleSoft Enterprise UPK ePay	15684995	1		FULL USE	22-Feb-09	990.00

Service Level: Software Update License & Support**End Date: 21-Feb-10**

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual						
User Productivity Kit - UPK Employee Perpetual	15684995	60000		FULL USE	22-Feb-09	99,000.00
PeopleSoft Enterprise UPK Human Resources over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-09	1,980.00
PeopleSoft Enterprise UPK eBenefits over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-09	990.00
PeopleSoft Enterprise UPK Enterprise Learning Management over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-09	1,980.00
Micro Focus International Ltd. Net Express COBOL for Windows for 5 Named Users (Mfr is Microfocus; Third Party Program)	15684995	1		FULL USE	22-Feb-09	12,540.00
PeopleSoft Enterprise UPK Reporting Tools for HRMS Software Modules over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-09	1,980.00
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-09	65,445.22
PeopleSoft Enterprise Directory Interface - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-09	11,187.22
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-09	178,995.48
PeopleSoft Enterprise Portal - Enterprise \$M in Operating Budget Perpetual	15684995	5700		FULL USE	22-Feb-09	35,869.02
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-09	47,265.99
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-09	33,561.65
PeopleSoft Enterprise HRMS Portal Pack - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-09	7,271.69
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	15684995	30000		FULL USE	22-Feb-09	109,075.37
PeopleSoft Enterprise Learning Management - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-09	65,445.12
PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual	15684995	30000		FULL USE	22-Feb-09	25,171.24

Service Level: Software Update License & Support	End Date: 21-Feb-10
---	----------------------------

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	15684995	1		FULL USE	22-Feb-09	0.00
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	15684995	1		FULL USE	22-Feb-09	0.00
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15684995	1		FULL USE	22-Feb-09	0.00

Subtotal: USD 710,628.00

Total Amount: USD 767,535.15

plus applicable tax

Notes:

1. If any of the fields listed above are blank, the program licenses were acquired under a separate license model in which such field(s) does not apply.
2. If a change to the Service Details provided above is required, please contact M. Aaron Anastasi at +19163154041 or at aaron.anastasi@oracle.com and an updated ordering document will be provided to you in accordance with Oracle's technical support policies.

GENERAL TERMS

"You" and "your" refers to the Customer provided above.

In the event that the Customer and the Quote To Account Name provided above are not the same, City And County Of San Francisco acknowledges that Customer has authorized City And County Of San Francisco to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City And County Of San Francisco agrees the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to City And County Of San Francisco during the term of service.

The technical support services acquired under this ordering document are governed by the terms and conditions of the US-OLSA-10013938-30-NOV-2007. However, any use of the programs, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs set forth in the order in which the programs were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies, including Oracle's reinstatement policy, may be accessed at <http://www.oracle.com/support/policies.html>. Customers who allow technical support to lapse and later wish to reactivate it will be subject to Oracle's reinstatement policy in effect at the time of reinstatement. Applicable reinstatement fees may apply in addition to the annual technical support fees.

In the event that Priority Service is acquired under this ordering document, you acknowledge you must maintain a current Software Update License & Support contract for all licenses in a license set for which Priority Service has been purchased. By accepting this ordering document, you also acknowledge that Software Update License & Support for program licenses listed under the Priority Service level may be renewed under separate contract(s). Upon renewal, Priority Service fees will be based on the Priority Service pricing policies in effect at the time of renewal and such fees will be adjusted to account for any acquisition of additional licenses in a license set. Contractual caps on annual technical support fees for Software Update License & Support do not apply to Priority Service, unless stated otherwise in your contract.

Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the license and services agreement that you executed when you acquired technical support from Oracle or an Oracle authorized reseller, (ii) an acceptable form of payment, and (iii) a tax exemption certificate (if applicable). Oracle normally accepts orders after receipt of a purchase order, check or credit card issued in accordance with the Purchase Order, Check, Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable.

An invoice will only be issued upon receipt of an acceptable form of payment. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If City And County Of San Francisco is a tax exempt organization and is not a U.S. federal government entity, a copy of City And County Of San Francisco's tax exemption certificate must be submitted with City And County Of San Francisco's purchase order, check, credit card or other acceptable form of payment.

PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION

Purchase Order

If the technical support services on this ordering document will be purchased by purchase order, the purchase order must include the following information:

- Service Contract #: 2713711
- Term of Service: 22-Feb-09 to 21-Feb-10
- Final Total: USD 767,535.15 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: US-OLSA-10013938-30-NOV-2007

In issuing a purchase order, City And County Of San Francisco agrees and acknowledges that the terms of this ordering document are incorporated into City And County Of San Francisco's purchase order and that the terms of this ordering document and the terms of US-OLSA-10013938-30-NOV-2007 supersede the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to Oracle per the Remittance Details provided below.

Check

If the technical support services on this ordering document will be purchased by check, the check must include the following information:

- Service Contract #: 2713711
- Term of Service: 22-Feb-09 to 21-Feb-10
- Final Total: USD 767,535.15 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: US-OLSA-10013938-30-NOV-2007

In issuing a check, City And County Of San Francisco agrees and acknowledges that the terms of this ordering document and the terms of US-OLSA-10013938-30-NOV-2007 shall apply to the technical support services ordered. No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

Credit Card Confirmation

If the technical support services on this ordering document will be purchased by credit card, please complete the section below and return it to Oracle per the Remittance Details provided below. Please note that Oracle is unable to process credit card transactions of USD100,000 or greater.

Service Contract #: 2713711
Term of Service: 22-Feb-09 to 21-Feb-10
Final Total: USD 767,535.15 (excluding applicable tax)
Agreement: US-OLSA-10013938-30-NOV-2007

Credit Card Number

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, City And County Of San Francisco agrees and acknowledges that the terms of this ordering document and the terms of US-OLSA-10013938-30-NOV-2007 shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

REMITTANCE DETAILS

Purchase orders or credit card details for the technical support services ordered hereto should be sent to:

Attn: M. Aaron Anastasi
Oracle Support Services
Fax: +19163155657
E-mail: aaron.anastasi@oracle.com

Checks for the technical support services ordered hereto should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle USA, Inc.
PO Box 44471
San Francisco, CA 94144-4471

All other States:

Oracle USA, Inc.
PO Box 71028
Chicago, IL 60694-1028

T E L Amendment

AMENDMENT TWO

**City and County of San Francisco
OFFICE OF CONTRACT ADMINISTRATION**

**Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
AMENDMENT TO ORACLE LICENSE AND SERVICES AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND**

Oracle USA, Inc.

This amendment two (the "Amendment") is made as of this 26th day of March, 2008 in the City and County of San Francisco, State of California, by and between: **Oracle USA, Inc.** 500 Oracle Parkway, Redwood City, California, 94065, hereinafter referred to as Oracle or "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to license additional software from Contractor, obtain technical and maintenance services for it, and increase the compensation;

Now, THEREFORE, the parties agree as follows:

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:
 - a. **Agreement.** The term "Agreement" shall mean the Oracle pre-printed License and Services Agreement (OLSA V071807) dated November 21, 2007, Amendment One dated November 16, 2007 attached to it, and this Amendment Two between Contractor and City.
 - b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:
 - 2a. **Section 1.** Section 1 (**Definitions**) of the Agreement currently reads as follows in part:

1. Definitions – Related to Software License

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA V071807), to which this document is attached, and this Amendment shall be construed together as this "Agreement."

AMENDMENT This document, which contains City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSAv071807.

....

THE ORDERING DOCUMENTS The Oracle ordering form attached to this Amendment as Appendix A.

....

WARRANTY PERIOD The warranty period shall commence on (i) the effective date of the Ordering Document and continue for 12 (twelve) months for the software and each related update to the software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services, unless greater periods for (i) and (ii) are specified in the Ordering Documents.

Such section is hereby amended in part to read as follows:

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA V071807), to which Amendment One and this document, Amendment Two, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendment One and this document, Amendment Two, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSAv071807.

....

THE ORDERING DOCUMENTS The Oracle ordering forms attached to Amendment One as Appendix A and the Oracle ordering forms attached to Amendment Two as Appendix B.

....

WARRANTY PERIOD The warranty period shall commence on (i) the effective date of the specific Ordering Document and continue for 12 (twelve) months for the software and each related update to the software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services, unless greater periods for (i) and (ii) are specified in the specific Ordering Document.

2b. Section 3. Section 3 ("City's Payment Obligation") of the Agreement currently reads as follows:

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

In no event shall the amount of the Software License payment exceed Three Million Two Hundred Thirty Thousand, One Hundred Twenty Eight dollars (\$3,230,128). In no event shall the fees for Support exceed Seven Hundred Ten Thousand, Six Hundred Twenty-Eight dollars (\$710,628).

In no event shall the total amount for all software and services paid under this contract exceed Three Million Nine Hundred Forty Thousand, Seven Hundred Fifty Six dollars (\$3,940,756).

The City shall pay the fee for the Software Licensed pursuant to this Agreement in one lump sum after the Controller has certified the funds and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

Such section is hereby amended in its entirety to read as follows:

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory

limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

To cover the purchase under the Oracle order document dated as of March 26, 2008, the amount for the Software License payment shall be increased by Two Hundred Fifty-Eight Thousand, Six Hundred Seventy-Two dollars (\$258,672) and the Support fees shall be increased by Fifty One Thousand, Nine Hundred Eighteen dollars (\$51,918).

In no event shall the aggregate amount of the Software License payments exceed Three Million Four Hundred Eighty Eight Thousand, Eight Hundred dollars (\$3,488,800). In no event shall the aggregate fees for Support exceed Seven Hundred Sixty Two Thousand, Five Hundred Forty Six dollars (\$762,546).

In no event shall the total amount for all software and services paid under this contract exceed Four Million Two Hundred Fifty One Thousand, Three Hundred Forty Six dollars (\$4,251,346).

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3. Order of Precedence.

In the event of any conflict between the terms of this Amendment Two and the Agreement as amended by Amendment One, this Amendment Two shall control.

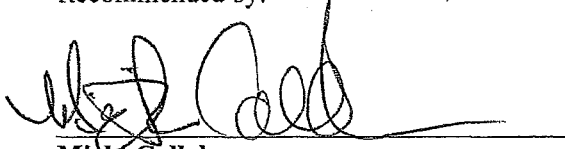
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

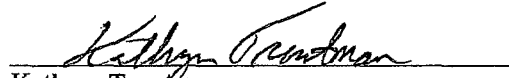
CONTRACTOR

Recommended by:

Oracle USA, Inc.



Micki Callahan
Director
Department of Human Resources



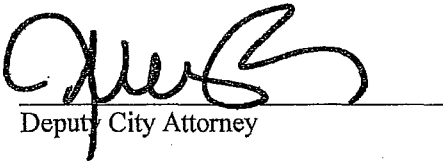
Kathryn Troutman
Senior Contracts Manager
Oracle USA, Inc.
500 Oracle Parkway
Redwood City, California 94065

Approved as to Form:

City vendor number: 71766

Dennis J. Herrera
City Attorney

By


Deputy City Attorney

Approved:



Naomi Kelly
Director of the Office of Contract
Administration, and Purchaser

Appendix B: Ordering Document regarding Time and Labor software

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

Your Name	CITY AND COUNTY OF SAN FRANCISCO	Your Contact	SHELLEY THOMPSON
Your Location	25 VAN NESS AVE SAN FRANCISCO, CA 94102	Phone Number Email Address	415-557-4833 shelley.thompson@sfgov.org

ORACLE CONTRACT INFORMATION

Agreement: Oracle License and Services Agreement
Agreement Name: US-OLSA-10013938-30-NOV-2007

This ordering document incorporates by reference the terms of the agreement specified above between you and Oracle USA, Inc. (as successor in interest to Oracle Corporation) hereinafter "Oracle". For purposes of this ordering document any reference to "Software Updates" or "Product Support" in the agreement shall have the same meaning as "Software Update License and Support" in this ordering document.

A. Description and Fees for Ordered Programs and Services

Listed below is a summary of net fees due under the ordering document. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes:

You have ordered the program licenses and 333 days of technical support services described below. Technical support services shall begin on March 26, 2008 and shall terminate on February 21, 2009.

UPK Programs

Product Description / License Type	Quantity	Net Fee
PeopleSoft Enterprise UPK Time & Labor over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1	
License		9,000.00
Software Update License & Support		1,804.86

Product Description / License Type	Quantity	Net Fee
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	30,000	
License		249,671.75
Software Update License & Support		50,113.17

Product Description / License Type	Quantity	Net Fee
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA; Third Party Program)	1	
License		0.00
Software Update License & Support		0.00
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA; Third Party Program)	1	
License		0.00
Software Update License & Support		0.00
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	1	
License		0.00
Software Update License & Support		0.00

	Net Fee
Oracle Programs License Fees	258,671.75
Oracle Programs Support Fees	51,918.03
Net Fee	310,589.78
Total Fees	310,589.78

B. General Terms

1. Commencement Date

All program licenses and the period of performance for all services are effective upon shipment of tangible media or upon the effective date of this ordering document if shipment of tangible media is not required.

2. Fees, Invoicing, and Payment Obligation

a. All fees due under this ordering document shall be non-cancellable and the sums paid nonrefundable, except as provided in the agreement.

b. In entering into payment obligations under this ordering document, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under this ordering document, per the terms of this ordering document and the agreement.

c. License fees are invoiced as of the commencement date. Service fees are invoiced after performance of the service; specifically, technical support fees are invoiced quarterly in arrears from the commencement date.

d. Provided that you comply with the delivery terms in section B.3, Oracle shall not invoice you for sales tax pursuant to California law based on the net fees in section A for the programs delivered by electronic download; however, if sales tax is imposed on the net fees for the program licenses listed in section A, you agree to pay such tax.

3. Delivery and Installation

a. Oracle has made available to you for electronic download at the electronic delivery website located at the following Internet URL:<http://edelivery.oracle.com/exempt> the programs listed in section A. Through the Internet URL, you can access and electronically download to your California location a current production release as of the effective date below of the software and related program documentation for each program listed in section A. You shall have 60 days from the effective date of this ordering document to complete the download of the software and program documentation. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery website. Oracle is under no further delivery obligation under this ordering document, electronic or otherwise. You agree to execute and return the attached Certificate of Electronic Delivery simultaneously with the execution and return of this ordering document. You acknowledge that Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise.

b. Should you require a replacement copy of the software or program documentation, such replacement copy shall also be delivered electronically. You shall not be entitled to any replacement copy in the form of tangible media for the software or the program documentation, other than updates provided by Oracle under technical support service if ordered.

c. You acknowledge and agree that you have requested to receive all updates provided by Oracle under Oracle's Technical Support Services via electronic delivery and you are solely responsible for ensuring that you do not order tangible media from Oracle for the programs, which you receive via electronic delivery. In the event that you order updates for delivery via tangible media shipment (i.e., shipment of CD Pack(s)), sales taxes and interest may be due and you agree pay such tax and required interest.

d. You shall be responsible for installation of the software.

4. Source Code

Oracle may deliver source code as part of its standard delivery for particular programs; all source code delivered by Oracle is subject to the terms of the agreement, ordering document and program documentation.

5. Segmentation

The program licenses provided in this ordering document are offered separately from any other proposal for consulting services you may receive or have received from Oracle and do not require you to purchase Oracle consulting services.

6. Territory

The program licenses and services described in section A are for use in the U.S.

7. Technical Support Cap

a. Replace the first sentence of the third paragraph of Section H, Technical Support, of the agreement with "Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first through fourth renewal years the fee for SULS will not increase over the prior year's fees. If you renew SULS for the same number of licenses for the same programs for the fifth through eighth renewal years, the fee for SULS will not increase by more 2% over the prior year's fees."

b. For the purposes of this ordering document, the prior year's fees for the first renewal year of technical support is based on a period of 12 months of technical support and is equal to \$56,907.78.

C. Future Purchases

1. Expansion

If you exceed your licensed quantity you must order the programs (and first year Software Update License & Support for the programs) at the appropriate license and support fees specified on the attached Expansion Exhibit. The number of additional program licenses to be ordered shall be equal to the actual number of Enterprise Employees as of the order date less the total number of licensed quantity (under this ordering document or other ordering documents) rounded up to the next increment on the attached Expansion Exhibit.

2. License definitions and rules

The license definitions and program specific terms contained in section D of this ordering document will apply to program licenses ordered pursuant to this section.

3. Delivery Obligation

Each order placed pursuant to this section will specify Oracle's delivery obligation. If the order specifies delivery, the programs will be delivered via electronic download. If electronic download is not possible or otherwise agreed to the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, you are charged for media and the shipping terms are FCA: Shipping Point, Pre-paid and Add.

D. Other

1. Pricing Pursuant to Price Hold

The pricing for the programs listed in section A above is granted pursuant to the discounts contained in the ordering document between you and Oracle dated 30-NOV-2007.

E. Enterprise Application Specific Terms

1. Applicable to programs with the license type of Enterprise Employee

The number of Enterprise Employees determines the value of these program licenses. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Employees as of the effective date of your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date (defined as the day and month of the ordering document effective date), you are required to report to Oracle the number of Enterprise Employees as of such date.

2. Enterprise Employee

Enterprise Employee is defined as all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, all of the company's full-time, part-time, temporary employees and agents, contractors and consultants that are providing the outsourcing services for you must be counted for the purposes of determining the number of Enterprise Employees.

F. Program Specific Terms for the PeopleSoft and JDE Product Lines

1. UPK Module

UPK Module is defined as the functional software component described in the product documentation.

2. License Grant

Oracle grants to you a non-exclusive, nontransferable license for your UPK Developer(s) to: (i) use those PeopleSoft User Productivity Kit ("UPK") products listed above in section A (collectively referred to as "materials") only as necessary to create and provide training solely for UPK to use the underlying programs for your benefit; (ii) make an unlimited number of copies of the materials only as necessary to create and provide training solely to UPK to use the underlying programs for your benefit; and (iii) develop modifications and customizations to the UPK content materials, if applicable, all subject to the terms and conditions set forth in the agreement, provided all copyright notices are reproduced as provided on the original. Except as explicitly set forth above, the materials designated as program materials in the table above in section A shall be considered programs as such term is defined in the agreement. You are prohibited from reselling or distributing the materials to any other party or using the materials other than as explicitly permitted in this ordering document or in the agreement. Oracle represents that the materials and any content created by you using the program materials contain valuable proprietary information. Oracle (or its third-party program providers) retains title to all portions of the materials and any copies thereof. You shall use materials modifications created by you solely for your internal use in accordance with the terms of the agreement. You may provide access to and use of the materials only to those third parties that are licensed as UPK Users and that: (a) provide services to you concerning your use of the materials; (b) have a need to use and access the materials; and (c) have agreed to substantially similar non-disclosure obligations imposed by you as those contained in the agreement. **NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, CONTENT MATERIALS ARE PROVIDED "AS IS" AND ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.**

3. Additional License Rights

Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at <http://oracle.com/contracts> for additional information.

4. Included Programs - Crystal Reports for PeopleSoft Enterprise

This program is a third party program and it is also a supportable program. "Unlimited users" for purposes of this program means all users who are authorized by you to use such program. You may use this third party program solely in conjunction with PeopleSoft Enterprise programs licensed by you.

5. Included Programs - Crystal Enterprise/BusinessObjects Enterprise for PeopleSoft Enterprise

You acknowledge that this program requires a web application server. This third party program is a supportable program. A "concurrent access license" is a license for one person to access all features and functions of this program. A concurrent access license user is accessing the program from the time the concurrent access license user logs onto the program until the concurrent access license user exits or closes the program. You may use this third party program solely in conjunction with PeopleSoft Enterprise programs licensed by you.

6. Included Programs - WebSphere

Notwithstanding anything in the agreement to the contrary, Oracle shall not be obligated to indemnify you for any claims based on: (i) any third party products identified in the "README" AND "LICENSE.TXT" files included with WebSphere; (ii) open source code delivered with the WebSphere product; (iii) any trade secret embodied within WebSphere; and (iv) the combination, operation or use of WebSphere with any non-International Business Machine Corporation product, data, or apparatus. In addition to the terms set forth in the agreement and this ordering document, use of this program shall be subject to the terms and conditions set forth in the "README" and "LICENSE.TXT" files included with the WebSphere program, as those terms may change from time to time. This third party program is a supportable program.

7. Included Programs - PeopleTools

You may use PeopleTools - Restricted Development and PeopleTools Mobile Agent - Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise programs you have licensed. Oracle will deliver these programs to you per the terms of the Delivery and Installation section.


By signing below, the parties agree that the agreement and this ordering document constitute the entire agreement between the parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions, on your purchase order or elsewhere, shall apply.

This quote is valid through May 31, 2008 and shall become binding upon execution by you and acceptance by Oracle.

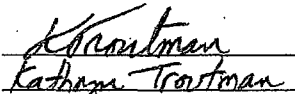
CITY AND COUNTY OF SAN FRANCISCO

ORACLE USA, INC.

Signature



Signature



Name

Micki Cellan

Name

Kathryn Troutman

Title

Human Resources Dir

Title

Sr. Contracts Manager

Signature Date

3-24-08

Signature Date

19-MAR-08

Effective Date

(to be completed by Oracle)

EXPANSION EXHIBIT

Listed below is the license fee and first year Software License Update & Support (SULS) fee for additional program licenses for the program listed in section A with the license type Employee Count that may be purchased pursuant to section C.1

Product Description	License Type	License Fee per Increment	First Year SULS per Increment**	Increment*
PeopleSoft Enterprise Time and Labor	Employee Count	\$24,967.18	\$5,492.78	3,000

*Each increment shall include all of the products listed in the product description column for the applicable metric ordered.

** Based on a period of 12 months of technical support.

Certificate of Electronic Delivery

This Certificate of Electronic Delivery is executed as of the effective date set forth below by THE CITY AND COUNTY OF SAN FRANCISCO ("you") and relates to the electronic delivery of certain software programs provided by Oracle USA, Inc. ("Oracle"). This Certificate of Electronic Delivery shall be governed by the terms of the US-OLSA-10013938-30-NOV-2007, as amended, between you and Oracle (the "agreement").

1. As of the date of this Certificate of Electronic Delivery, you agree that Oracle has provided you with an Internet URL through which you can download all the programs provided in the ordering document between Oracle and you dated _____ (the "ordering document"). You will have 60 days from the effective date of the ordering document to complete your download of the programs provided.
2. You agree that Oracle has completed all of the delivery responsibilities required by the ordering document and the agreement and no additional shipment of the programs on tangible media (CD's, Disks, Tapes, etc.) shall be provided or is required.

The Effective Date of this Certificate of Electronic Delivery is _____, 2008.

THE CITY AND COUNTY OF SAN FRANCISCO

By: 

Name: Micki Callahan

Title: Human Resources Director

AMENDMENT ONE

City and County of San Francisco
OFFICE OF CONTRACT ADMINISTRATION

Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
AMENDMENT TO ORACLE LICENSE AND SERVICES AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND

Oracle USA, Inc.

This amendment one (the "Amendment") is made as of this 16th day of November, 2007 in the City and County of San Francisco, State of California, by and between: **Oracle USA, Inc.** 500 Oracle Parkway, Redwood City, California, 94065, hereinafter referred to as Oracle or "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the Department of Human Resources (DHR) wishes to license certain software from Contractor and obtain technical and maintenance services; and,

WHEREAS, Contractor represents and warrants that it is qualified to provide such software and services required by City as set forth under this Agreement and as specified by the Ordering Documents.

Now, THEREFORE, the parties agree as follows:

1. Definitions – Related to Software License

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

ACCEPTANCE City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the Ordering Document, and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8.

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA V071807), to which this document is attached, and this Amendment shall be construed together as this "Agreement."

AMENDMENT This document, which contains City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSAv071807.

**AUTHORIZATION; or
AUTHORIZATION
DOCUMENT** This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by DHR and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof. A Purchase Order certified by the Controller indicates full funding for that order.

DOCUMENTATION Shall have the definition as "Program Documentation" in the OLSAV071807 paragraph A.

**LICENSED
SOFTWARE** One or more of the proprietary computer software programs identified in the Authorization Document, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received either under the respective Ordering Document(s) or by virtue of being a current customer of Oracle's Software Update License and Support (Support) by City from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.

**OBJECT CODE
Contractor.** Machine readable compiled form of Licensed Software provided by Contractor.

PRECEDENCE Notwithstanding the terms of any other document executed by the parties as a part of this Agreement, including the Ordering Documents, the terms of this Amendment shall control over any conflicting or inconsistent terms set forth in any other Oracle Pre-Printed document.

**THE ORDERING
DOCUMENTS** The Oracle ordering form attached to this Amendment as Appendix A.

SOURCE CODE The human readable compliable form of the Licensed Software to be provided by Contractor.

SPECIFICATIONS The functional and operational characteristics of the Licensed Software as described in Contractor's current published Documentation.

WARRANTY PERIOD The warranty period shall commence on (i) the effective date of the Ordering Document and continue for 12 (twelve) months for the software and each related update to the software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services, unless greater periods for (i) and (ii) are specified in the Ordering Documents.

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of DHR. The words

“sufficient,” “necessary,” or “proper,” and the like, mean sufficient, necessary or proper in the judgment of DHR, unless otherwise indicated by the context.

2. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. City's delivery of a purchase order to Contractor manifests such certifications and authorizations.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration of this Agreement.

3. City's Payment Obligation

The City will pay all invoices within 30 days of the invoice date. However, failure to pay within the 30 days of the invoice date shall not be deemed a default or material breach of this Agreement without notice to the City and a reasonable opportunity to cure. In no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay fees for Support hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

No fees or expenses will be paid except those specifically agreed upon, in writing, in the Ordering Documents. Under no circumstances shall the fees and expenses result in payment of an amount that exceeds the total amount of this Agreement as set forth below.

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice. The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

The City shall pay fees for Support, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of the Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

In no event shall the amount of the Software License payment exceed Three Million Two Hundred Thirty Thousand, One Hundred Twenty Eight dollars (\$3,230,128). In no event shall the fees for Support exceed Seven Hundred Ten Thousand, Six Hundred Twenty-Eight dollars (\$710,628).

In no event shall the total amount for all software and services paid under this contract exceed Three Million Nine Hundred Forty Thousand, Seven Hundred Fifty Six dollars (\$3,940,756).

The City shall pay the fee for the Software Licensed pursuant to this Agreement in one lump sum after the Controller has certified the funds and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

4. Term of the Agreement

a. Term of the License

Subject to Section 5, the license granted under this Agreement shall commence upon Acceptance of the Licensed Software and shall continue in perpetuity. All licenses granted under this Agreement shall be perpetual unless otherwise stated in the specific Ordering Document. In addition to the licenses procured via the Ordering Document, City has the option to procure additional licenses and related support noted on the Ordering Document's price hold exhibit by issuance of an amendment to this Agreement.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance for one year unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for eight additional one year terms (with the price caps set forth in Section B.7 of the Ordering Document) by issuance of an amendment to this Agreement.

5. Effective Date of the Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

6. License

a. Grant of License. Subject to the terms and conditions of the Agreement, Contractor grants City a non-exclusive and non-transferable perpetual license to use the Licensed Software unless a different term is specified in the Ordering Documents. City acknowledges and agrees that the Licensed Software is the proprietary information of Contractor and that this Agreement grants City no title or right of ownership in the Licensed Software.

b. Escrow – Contractor shall deposit the most current source code for each licensed core program and all supporting documentation with an escrow agent acceptable to the City and will add City as a beneficiary to each applicable escrow agreement with the escrow agent. Contractor shall maintain the most up to date source code for each licensed core program in escrow at all times.

Contractor agrees that in the event it ceases to be in the business of marketing and/or providing Support for the Licensed Software (including next-generation versions of substantially similar functionality), and there is no successor in interest by merger, operation of law, assignment, purchase, or otherwise, City shall be entitled to obtain without charge, one (1) copy of the then-current Source Code for all of the programs and all supporting Documentation for the Licensed Software then operating and installed at City's locations.

c. Restrictions on Use. City is authorized to use the Licensed Software only for City's internal purposes. The City shall be authorized to use the Licensed Software at any City business location. In addition, City shall be authorized to use the Licensed Software at any non-City location in the United States if required due to emergency circumstances as determined by City.

d. Documentation. Contractor shall provide City with the Licensed Software specified in the Authorization Document. Contractor grants to City permission to duplicate all Documentation for City's internal use.

e. Authorized Modification. City shall also be permitted to develop, use and modify Application Program Interfaces (API's), macros and user interfaces. For purposes of this Agreement, such development shall be deemed an authorized modification. Contractor shall make no claim under this Agreement to ownership of any APIs, macros or other interfaces developed by or at the direction of the City.

For purposes of services related to City's development, use and modification, the City may make the programs or materials provided by Contractor available to a third party. In addition the City may cause or permit such actions as required by law for interoperability, disassembly or decompilation of the programs and; the City may disclose results of any internal program benchmark tests prepared by or on behalf of the City for the development, use and modification authorized herein to requestors without Oracle's prior written consent, provided such disclosure is made in accordance with the law(s) requiring disclosure of public information..

Oracle has no general objection to the City's use of third party programs including but not limited to Crystal Reports and Cognos in conjunction with the software licensed under this Agreement. Oracle recognizes that City has and will license third party programs that City will use with Oracle products. Based on information provided to Oracle as of the effective date, Oracle agrees that such use does not constitute an unauthorized modification or violate the licenses granted under this Agreement.

7. Delivery

a. **Delivery.** Contractor shall make the Licensed Software products available to download by City beginning no later than the date specified in the Ordering Document, after certification of the purchase order and notice to Contractor.

8. Acceptance Testing. Acceptance testing shall have the meaning provided in the Ordering Documents.

9. Left Blank by Agreement of the Parties

10. Changes in Operating System. In the event City desires to obtain a version of the Licensed Software that operates under an operating system or hardware that differs from that specified in the respective Ordering Document, City may select and download such alternative version from those on the Oracle website without paying any charge or fee to Oracle, provided City (i) has remained a continuous, compliant subscriber to Support and is not in breach of the terms of this Agreement, (ii) pays any third party fees associated with the migration, (iii) agrees to any mutually agreeable terms different from the terms of the Agreement which relate to such version, (iv) may use both the original and the alternate versions simultaneously to the extent such use does not violate the quantity or similar metrics for the Licensed Software specified in the Ordering Documents, and (v) executes any additional documentation reasonably requested by Oracle regarding the alternative version.

11. Warranties: Right to Grant License

Contractor hereby warrants that it has title to and/or the authority to grant a license of the Licensed Software to the City, and the exclusive and complete remedy for breach of such warranty is stated in paragraph 12 of this Agreement.

12. Infringement Indemnification

If notified promptly in writing of any judicial action brought against City based on an allegation that City's use of the Licensed Software infringes a patent, copyright, or any right of a third party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the Licensed Software constitutes Infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement.

In the event a final injunction is obtained against City's use of the Licensed Software by reason of Infringement, or in Contractor's opinion City's use of the Licensed Software is likely to become the subject of Infringement, Contractor may at its option and expense: (a) procure for City the right to continue to use the Licensed Software as contemplated hereunder, (b) replace the Licensed Software with a non-infringing, functionally equivalent substitute Licensed Software, or (c) suitably modify the Licensed Software to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Licensed Software. If none of these options is reasonably available to Contractor, then the applicable Authorization Document or relevant part of such Authorization Document may be terminated at the option of either party

hereto and Contractor shall refund to City all amounts paid under this Agreement for the license of such infringing Licensed Software.

Oracle understands that the City is obtaining the Licensed Software to modify for its internal business needs. Oracle's duty to indemnify the City regarding the Licensed Software will not be voided or limited by the City's alteration of the Licensed Software or use outside the scope of use identified in Oracle's user documentation.. However, Oracle will not indemnify the City to the extent that an infringement claim is based solely upon the City's alteration of the Licensed Software or upon the combination of any material with any product or services not provided by Oracle.

13. Guaranteed Maximum Costs.

a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City.

c. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City and County of San Francisco. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

14. Invoice Format

Invoices furnished by Contractor under this agreement must be emailed or original invoices on Contractor's letterhead with the following information: City purchase order number, vendor's invoice number, invoice date, invoice amount; Ship and Bill To address specified on the purchase order; description of item or service; date shipped or period covered; vendor's remittance address and terms of payment. All amounts paid by City to Contractor shall be subject to audit by City.

Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

15. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code Section 21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) Knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City. (c) Conspires to defraud the City by getting a false claim allowed or paid by the City. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City. (e) Is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

16. Payment Does Not Imply Acceptance of Work

Subject to the warranty stated in the Agreement, the granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, the Licensed Software, although the unsatisfactory character of such work, or Licensed Software may not have been apparent or detected at the time such payment was made. During the respective Warranty Period, Software, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

17. Maintenance Scope of Service Coverage

Oracle shall perform the Support obligations referenced in section H of the OLSAv071807 component of this Agreement. Software that is properly configured to perform the functionality stated in the program documentation is understood to be "unaltered" as that term is used in the Oracle Technical Support Policies.

18. Left Blank by Agreement of the Parties.

19. Left Blank by Agreement of the Parties.

20. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor shall assign adequate personnel resources to provide the level of service in this Agreement.

City, in its reasonable discretion, may request that Oracle remove particular persons who are providing services under this Agreement, and Oracle shall comply with such requests if the City reasonably considers that the continued assignment is not in the best interest of the City and notifies Oracle of the foregoing, and Oracle cannot otherwise address the City's concerns to the City's reasonable satisfaction.

21. Responsibility for Equipment

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of Oracle's employees, even though such equipment may be furnished, rented or loaned to Contractor by City.

22. Independent Contractor; Payment of Employment Related Taxes and Other Expenses

a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Employment Related Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

23. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification and General Liability," section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (1) Workers' Compensation, with Employers' Liability limits not less than \$1,000,000 each accident, injury, or illness; and
- (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (3) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

- (1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall provide thirty (30) days advance written notice to City of cancellation, non-renewal or reduction in coverage, mailed to the following address:

City and County of San Francisco
Department of Human Resources
Project eMerge
25 Van Ness Ave., Ste. 345
San Francisco, CA. 94102
Attn: Rachel Cukierman

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement. Policy shall be indorsed and insurer shall provide written notice to City of policy cancellation for any reason. Insurer shall also provide thirty days' advance written notice to City of any reduction in coverage or nonrenewal of coverage.

h. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

24. Indemnification and General Liability

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of active negligence or willful misconduct of City and in not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related third party costs that the City necessarily incurs.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

There shall be no limitation on the ability of either party to bring an action arising from or relating to this agreement except those set forth in California Law setting forth applicable statutes of limitation.

Contractor's indemnification obligation applies only if (i) Contractor is notified in writing of the claim promptly following City receiving the claim, (ii) City reasonably assist Contractor in obtaining information about the facts underlying the claim, and (iii) Contractor has sole control over resolution of the claim.

25. Liability of the Parties

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 14 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CONTRACTOR BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING UNDER THIS AGREEMENT FOR CONTRACTOR'S NEGLIGENCE SHALL BE CAPPED AT THE TOTAL, NOT TO EXCEED AMOUNT FOR ALL SOFTWARE, SERVICES AND EXPENSES TO BE PAID UNDER THIS CONTRACT SET FORTH IN SECTION 3 OF THIS AMENDMENT.

CONTRACTOR'S LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO (1) DAMAGES CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (2) CONTRACTOR'S OBLIGATION TO INDEMNIFY AND DEFEND CITY PURSUANT TO SECTION 12 INFRINGEMENT INDEMNIFICATION HEREIN, (3) LIMIT CLAIMS OR GENERAL DAMAGES THAT FALL WITHIN THE INSURANCE COVERAGE OF THIS AGREEMENT, (4) STATUTORY DAMAGES SPECIFIED IN THIS AGREEMENT, AND (5) WRONGFUL DEATH CAUSED BY CONTRACTOR.

Contractor's liability to the City for loss of the City's data attributable to the City's use of the Licensed Software shall be limited to the Contractor's making reasonable efforts to assist the City in restoring such data from the City's back-up system without Contractor charging a fee for such assistance; the City must be current on Support while such assistance is provided.

26. Nondisclosure

a. City agrees that it shall treat the Licensed Software with the same degree of care as it treats like information of its own, which it does not wish to disclose to the public, from the date the Licensed Software is accepted by the City until the license is terminated as provided herein.

b. The obligations of the City set forth above, however, shall not apply to the Licensed Software, or any portion thereof, which:

- (1) is now or hereafter becomes publicly known;

- (2) is disclosed to the City by a third party which the City has no reason to believe is not legally entitled to disclose such information;
- (3) is known to the City prior to its receipt of the Licensed Software;
- (4) is subsequently developed by the City independently of any disclosures made hereunder by Contractor;
- (5) is disclosed with Contractor's prior written consent;
- (6) is disclosed by Contractor to a third party without similar restrictions.

27. Proprietary or Confidential Information of City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor that is confidential or proprietary by law or City designation shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would use to protect its own proprietary data.

28. Protection of Private Information

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code ("Protection of Private Information"), including the remedies provided. The provisions of Chapter 12M are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12M. Consistent with the requirements of Chapter 12M, Contractor agrees to all of the following:

a. Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

- (1) The disclosure is authorized by this Agreement;
- (2) The Contractor received advance written approval from the Contracting Department to disclose the information; or
- (3) The disclosure is expressly required by a judicial order.

b. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

c. Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical

information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

d. Any failure of Contractor to comply with Chapter 12M shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

29. Termination

a. **Basis for Termination by City.** City shall have the right, without further obligation or liability to Contractor (except as specified in Sections 28 (Protection of Private Information): (i) to immediately terminate this Agreement or the applicable Authorization Document if Contractor commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by City of such breach, in which event, Contractor shall reimburse City for any prepaid fees for Support.

b. **Survival.** Termination of this Agreement for any reason other than non-payment of the fee for the perpetual license or an uncured violation of the license grant after a 30 day written notice from Oracle to cure the violation shall not revoke the perpetual licenses granted under this agreement. This section and the following sections of this Agreement shall survive termination of expiration of this Agreement: 12, 15, 16, 21-28, and 38 through 43.

30. Notice to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or fax, and shall be addressed as follows:

To City: City and County of San Francisco
Department of Human Resources
Project eMerge
25 Van Ness Ave., Ste. 345
San Francisco, CA. 94102
Attn: Rachel Cukierman

To Contractor: Oracle USA, Inc.
500 Oracle Parkway
Redwood City, California, United States, 94065
Attention: General Counsel, Legal Department

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party.

If e-mail notification is used, the sender must specify a Receipt notice.

Any notice of default must be sent by registered mail.

31. Bankruptcy

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to

insolvency or the protection of rights of creditors, then at the option of the other party this Agreement shall terminate and be of no further force and effect.

32. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

33. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

34. Compliance with Americans with Disabilities Act

Contractor acknowledges the City's assertion that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement, if any, in a manner that complies with the ADA and any and all other expressly applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement, if any, and further agrees that any material violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

35. Sunshine Ordinance

In accordance with San Francisco Administrative Code Section 67.24(e), contracts, contractors' bids, responses to requests for proposals and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

36. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series

of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

37. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

38. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

39. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

40. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall attempt to reconcile the disagreement by promptly offering a meaning and intent of the Agreement that is based on a good faith, independent consideration. The parties recognize that referring to Purchasing does not preclude court redress of the disputed interpretation.

41. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

42. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

43. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision.

44. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and laws as are applicable.

45. Oracle License and Services Agreement

Paragraph L, "Entire Agreement," is deleted in its entirety.

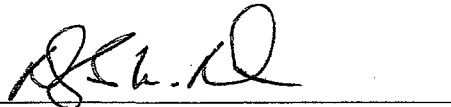
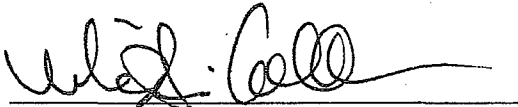
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Oracle USA, Inc.



Micki Callahan
Director
Department of Human Resources

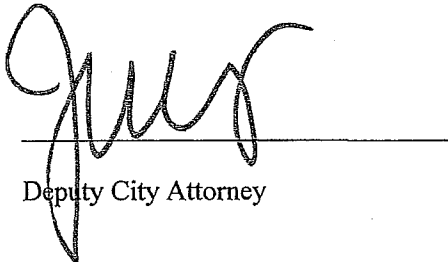
Douglas Doran
Director, Contracts
Oracle USA, Inc.
500 Oracle Parkway
Redwood City, California 94065

Approved as to Form:


City vendor number: 71766

Dennis J. Herrera
City Attorney

By


Deputy City Attorney

Approved:



Naomi Kelly
Director of the Office of Contract
Administration, and Purchaser

Appendix A: Ordering Document



ORACLE LICENSE AND SERVICES AGREEMENT

A. Agreement Definitions

"You" and "your" refers to the individual or entity that has executed this agreement ("agreement") and ordered programs and/or services from Oracle USA, Inc. ("Oracle") or an authorized distributor. The term "ancillary programs" refers to third party materials as specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered. The term "program documentation" refers to the program user manual and program installation manuals. The term "programs" refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support. The term "services" refers to technical support, education, hosted/outsourcing services, consulting or other services which you have ordered. The term "third party programs" refers to programs designated in an ordering document as a third party program.

B. Applicability of Agreement

This agreement is valid for the order which this agreement accompanies.

C. Rights Granted

Upon Oracle's acceptance of your order, you have the non-exclusive, royalty free, perpetual (unless otherwise specified in the ordering document), limited right to use the programs and receive any services you ordered solely for your internal business operations and subject to the terms of this agreement, including the definitions and rules set forth in the order and the program documentation. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this agreement. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this agreement in such use. If accepted, Oracle will notify you and this notice will include a copy of your agreement. Program documentation is delivered with the programs, or you may access the documentation online at <http://oracle.com/contracts>. Services are provided based on Oracle's policies for the applicable services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order (except technical support services, which are as specified in section H of this agreement). Upon payment for services, you will have a perpetual, non-exclusive, non-assignable, royalty free license to use for your internal business operations anything developed by Oracle and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms provided in the ordering document.

The services provided under this agreement may be related to your license to use programs which you acquire under a separate order. The agreement referenced in that order shall govern your use of such programs. Any services acquired from Oracle are bid separately from such program licenses, and you may acquire either services or such program licenses without acquiring the other.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered to you under this agreement resulting from the services. You may make a sufficient number of copies of each program (other than for Siebel programs), for your licensed use and one copy of each program media. With respect to Siebel programs, you may only make a sufficient number of copies of each such program to support the maximum number of users of such program(s).

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this agreement.

You may not:

- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs;
- disclose results of any program benchmark tests without Oracle's prior written consent;
- use third party programs except in connection with PeopleSoft and/or JD Edwards programs.

E. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year after delivery. Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the defective services.

ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Trial Programs

You may order trial programs, or Oracle may include additional programs with your order which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30 day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and will delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

G. Indemnification

If a third party makes a claim against either you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it and any unused, prepaid technical support fees you have paid for the license. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of

this agreement would not otherwise infringe any third party intellectual property rights. This section provides the parties' exclusive remedy for any infringement claims or damages.

H. Technical Support

For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the supportable programs. The term "supportable programs" refers to those programs for which Oracle offers annual technical support services, including third party programs specifically designated on the order as supportable programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first and second renewal years the fee for SULS, will not increase by more than 4% over the prior year's fees. There is no cap on fee increases for SULS for third party programs; unless otherwise provided in your order, the SULS fee for third party programs that are identified as supportable programs licensed pursuant to an ordering document will equal the fee in effect at the time SULS is renewed. If your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. There is no cap on fee increases for SULS for third party programs; unless otherwise provided in your order, the SULS fee for third party programs that are identified as supportable programs licensed pursuant to an ordering document will equal the fee in effect at the time SULS is renewed.

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

I. End of Agreement

If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. If Oracle ends this agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for programs ordered and/or services received under this agreement plus related taxes and expenses. If Oracle ends the license for a program under the Indemnification section, you must pay within 30 days all amounts for such license which have accrued prior to such end, as well as all sums remaining unpaid for services related thereto received under this agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use those programs and/or services ordered. You further agree that if you have used an Oracle Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the programs and/or services that are subject to such contract. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

J. Fees and Taxes

All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the programs and/or services you ordered, except for taxes based on Oracle's income. Also, you will reimburse Oracle for reasonable expenses related to providing the services. Fees for services listed in an ordering document are exclusive of taxes and expenses. You agree that you have not relied on the future availability of any programs or updates in entering into the payment obligations in your ordering document; however, (a) if you order SULS for programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under your ordering document, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under your ordering document, per the terms of your ordering document and this agreement.

K. Nondisclosure

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to the terms and pricing under this agreement and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information to a federal or state governmental entity as required by law.

L. Entire Agreement

You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the programs and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs and/or services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement and any Oracle ordering document shall supersede the terms in any purchase order or other non-Oracle ordering document and no terms included in any such purchase order or other non-Oracle ordering document shall apply to the programs and/or services ordered. This agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of you and of Oracle. Any notice required under this agreement shall be provided to the other party in writing.

M. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY.

N. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

O. Other

1. This agreement is governed by the substantive and procedural laws of California and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco, San Mateo, or Santa Clara counties in California in any dispute arising out of or relating to this agreement.
2. If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle USA, Inc., 500 Oracle Parkway, Redwood City, California, USA, Attention: General Counsel, Legal Department
3. You may not assign this agreement or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or

transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of the programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>.

4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.
5. Upon 45 days written notice, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights. If you do not pay, Oracle can end your technical support, licenses and/or this agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.
6. The Uniform Computer Information Transactions Act does not apply to this agreement.

P. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for programs delivered or services provided.

Q. License Definitions and Rules

To fully understand your license grant, you need to review the definition for the licensing metric and term designation as well as the licensing rules which are incorporated in and made a part of this agreement.

Definitions and License Metrics

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle programs.

SM Annual Transaction Volume: is defined as one million U.S. dollars (\$1,000,000) in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by you and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, MetaLink has information on which products have been translated for the supported languages (<http://metalink.oracle.com>). For new or unsupported customers, please contact your Oracle Account Manager for this information.

Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle iSupplier Portal, and Oracle Services Procurement programs, use by your external suppliers is included with your application user licenses.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the application program for which you have also acquired non read-only licenses.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the program (measured explicitly in the program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless you acquire additional CRF Page licenses from Oracle.

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. For the purposes of counting and licensing the number of Real Time Collaboration users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

SM Cost of Goods Sold: is defined as one million U.S. dollars (\$1,000,000) in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

Custom Suite User: is defined as an individual authorized by you to use the application programs included in the applicable Custom Applications Suite which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time.

Customer: is defined as the customer entity specified on the ordering document. The programs may not be used or accessed for the business operations of any third party, including but not limited to your customers, partners, or your affiliates. There is no limitation on the number of computers on which such programs may be copied, installed and used.

Developer User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. Developer Users may create, modify, view and interact with the programs and documentation.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 - External) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In the event that you elect to outsource any business function(s), all of the full-time, part-time, temporary employees and agents, contractors and consultants of the company providing the outsourcing services must be counted for the purposes of determining the number of Employees.

Employee User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by you, including the dispatchers, to the field using the programs.

SM Freight Under Management: is defined as one million US Dollars (\$1,000,000) of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

1K Invoice Line: is defined as one thousand invoice line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from Oracle.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at <http://www.oracle.com/education> under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time you order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when you order the relevant product or service. The list price will be reduced by applying the discount specified in your order. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning credits are valid for a period of 12 months from the date your order is accepted by Oracle, and you must acquire products and must use any acquired services prior to the end of such period. You may only use learning credits in the country in which you acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

\$M in Managed Assets: is defined as one million U.S. dollars (\$1,000,000) of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

Membership: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is accessing the hosted service at any given time.

Module: is defined as each production database running the programs.

Monitored User: is defined as an individual who is monitored by an Analytics program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics program, every user of your licensed CRM Sales application program must be licensed. For the purposes of the Human Resources Compensation Analytics program, all of your employees must be licensed.

Named User Plus: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning

Pack, only the users of the third party program that is being managed/monitored are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all users of the middleware and/or database software that support the respective application program are counted for the purpose of determining the number of licenses required.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Oracle Finance Division Contract: is a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under your order.

Oracle University Knowledge Center Service: is defined as a web based learning environment hosted by Oracle that provides on demand access to either an individual Oracle University training course ("Online Course") or to all (or limited content subsets) of the Oracle University training courses available on the Knowledge Center website ("Passport"). The Oracle University Knowledge Center service is available at <http://www.oracle.com/education/oukc/>, and is made available to you subject to the terms of this agreement and Oracle University's Online Hosting Access Policies, which are located at http://www.oracle.com/education/oukc/hosting_policies.html and may be updated by Oracle from time to time without notice to you. Online Courses and Passports are made available on a membership basis. In the event that any Oracle programs are made available for download as part of the service, then use of such programs is subject to the terms of this agreement. If you acquire the Oracle University Knowledge Center service, the term shall be one year from the effective date of your order. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT THE ORACLE UNIVERSITY KNOWLEDGE CENTER SERVICE WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.**

Order Line: is defined as the total number of order entry line items processed by the program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless you acquire additional Order Line licenses from Oracle.

Order Management User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

Orders: is defined as the total number of distinct orders for all programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12 month period. You may not exceed the licensed number of orders during any 12 month period.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the application. For Project Resource Management, a person is defined as an individual who is scheduled on a project. For Internet Time, a person is defined as an individual who is charging time to a project via the application. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Physical Server: is defined as each physical server on which the programs are installed.

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. For the purposes of counting the number of processors which require licensing for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be accessed at <http://oracle.com/contracts>, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .25. For the purposes of counting the number of processors which require licensing for AMD and Intel multicore chips, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .50. For the purposes of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a core processor licensing factor of .75. All cores on all multicore chips for each licensed program for each core processor licensing factor listed above are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to an occupied socket.

For example, a Sun UltraSPARC T1 based server installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50 which is then rounded up to the next whole number which is 2). An Intel or AMD based server installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 7 cores would require 4 processor licenses (7 multiplied by a core processor licensing factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4). Two multicore servers, for hardware platforms not specified above, installed and/or running the program on 10 cores would require 8 processor licenses (10 multiplied by a core processor licensing factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

For the purposes of the following programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the processors on which the third party program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all processors on which the middleware and/or database software that support the respective application program are running are counted for the purpose of determining the number of licenses required.

For the Healthcare Transaction Base program, only the processors on which Internet Application Server Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program are running are counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following program: Data Integrator - Target Database, each processor on which the data warehouse, data mart or target database is running are counted for the purpose of determining the number of Target Database licenses required.

For the purposes of the following program: Data Integrator - Source Database, each processor on which the source database is running are counted for the purpose of determining the number of Source Database licenses required.

For the purposes of the following program: Audit Vault Collection Agent, only the processors of the database sources from which audit data is collected are counted for the purpose of determining the number of licenses required.

Program Documentation: is defined as the program user manual and program installation manuals.

\$M in Revenue: is defined as one million U.S. dollars (\$1,000,000) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique

customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub program a record is defined as the total number of unique case database records that may be stored in the Case Hub application. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For the programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts> for the grant and restrictions of the underlying Oracle technology.

For the Hyperion Data Relationship Management program, a record is defined as the unique occurrence of any business object or master data construct that you choose to manage within the program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Service Order Line: is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless you acquire additional Service Order Line licenses from Oracle.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. \$1,000 (one thousand dollar) increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan.

Technical Reference Manuals

Technical Reference Manuals ("TRMs") are Oracle's confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or

use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as you exercise to safeguard the confidentiality of your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to you "as-is" without any warranty of any kind. Upon termination, you shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Employee: is defined as an active employee of yours. (Note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Warehouse Builder Connector: is defined as a software product that connects an Oracle database where the Oracle Warehouse Builder code is deployed, to an external product (e.g., SAP). A unique connector is required for each distinct external product for which the Oracle database is required to interface.

Workstation: is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

Term Designation

If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

1 Year Hosting Term: A program license specifying a 1 Year Hosting Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate. A program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A program license specifying a 1 Year Oracle Hosted Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate. A program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

1 Year Subscription: A program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate.

Licensing Rules

Failover: Your license for the following programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One), Oracle Database Enterprise Edition Options, Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition), Oracle Internet Application Server Options, Business Intelligence Suite Enterprise Edition Plus, Business Intelligence Server Enterprise Edition and Business Intelligence (Standard Edition or Standard Edition One) includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the program(s).

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year.

You are responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Additionally, it may be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.
- The number of TRACE licenses (Rdb Server Option) must match the number of licenses of the associated database.
- The number of Diagnostics Pack and /or Configuration Management Pack licenses must match the number of licenses of the associated Internet Application Server program (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition).
- The number of Service Registry licenses must match the number of licenses of the associated Internet Application Server program (Java Edition, Standard Edition One or Standard Edition).
- The number of Database Enterprise Edition Options and Database Enterprise Management Packs licenses must match the number of licenses of the associated Audit Vault Server.
- The number of Bpel Process Manager Option, Business Activity Monitoring, XML Publisher, Service Registry and SOA Suite for Oracle Middleware licenses must match the number of licenses of the associated Internet Application Server Enterprise Edition program.
- The number of Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing licenses must match the number of licenses of the associated Business Intelligence Server Enterprise Edition program.
- The number of Business Intelligence Server Enterprise license options must match the number of licenses of the associated Business Intelligence Server Enterprise Edition program. The number of Business Intelligence applications observer licenses of the associated Usage Accelerator Analytics program must match the number of licenses of the associated transactional CRM Sales application program.
- The number of Business Intelligence applications observer licenses of the associated Human Resources Compensation Analytics program must match the total number of employees and contractors in your organization.
- Decision Connector for Call Center must be licensed for each call center agent receiving decisions from the Oracle Real-Time Decision Server program.
- Decision Connector for Web must be licensed for each web server Processor receiving decisions from the Oracle Real-Time Decision Server program.
- The number of Intelligent Offer Generation for Call Center Agent licenses must match the number of licenses of the Decision Connector for Call Center program.
- Informatica OEM PowerCenter ETL Server may not be used on a standalone basis or as a standalone ETL tool. The Informatica OEM Power Center ETL Server may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs, (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program or associated components run, or (iii) a staging database for any of the foregoing. Informatica OEM Power Center ETL Server may also be used where the Oracle Business Intelligence applications programs are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica OEM PowerCenter ETL Server to transform the data.
- Hyperion Data Integration Management, Hyperion Data Integration Management Team Based Development, and the Hyperion Data Integration Management Adapters for SAP BW, SAP R3, Peoplesoft and Siebel are licensed by Computer. Each Computer license is limited to support the use of up to 8 CPUs and each Computer license must be licensed in increments of 8 CPUs. Each

core is recognized as a CPU. For computers that have more than 8 CPUs, additional Computer licenses must be purchased based upon the amount of CPUs that you are using. For example, if you are using Hyperion Data Integration Management on 12 CPUs, you need to purchase 2 Computer licenses; if you are using Hyperion Data Integration Management on 17 CPUs, you need to purchase 3 Computer licenses. These programs may be used solely in connection with moving data into and out of a Hyperion Data Store(s) (data/metadata repository(ies) delivered with the Hyperion programs.) These programs may not be used to extract data from a non-Hyperion Data Store(s) to load a custom data warehouse (a data warehouse not built solely from data from a Hyperion Data Store(s). The Hyperion Data Integration Management Computer license allows for such program to 1) connect to the following relational databases only: Oracle, Sybase, IBM DB2, MS SQL Server and 2) source from and write to an unlimited number of flat file/XML files. Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel must be licensed separately to allow Hyperion Data Integration Management to connect to these additional sources.

- When you purchase a license for the Data Warehouse Business Adapter program you must have the appropriate licenses for each operational application used as a source (e.g., Oracle, SAP, PeopleSoft, Siebel). A license to the Data Warehouse Adapter program does not provide a license or the right to use the operational applications, a license to the Data Warehouse Adapter program provides only a connector to them.
- Application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts>.
- For the TimesTen In-Memory Database, Replication - TimesTen to TimesTen and Cache Connect to Oracle programs, the number of gigabytes (GB) specified in the program name is the maximum size of data store (aggregate of in-memory databases or caches on a single computer system or node in a cluster of servers) irrespective of the number of processors licensed. You may not exceed the specified GB data store limitation unless you acquire additional licenses from Oracle.
- The number of processor licenses and the maximum data store size for the TimesTen In-Memory Database options must match the number of processor licenses and the maximum data store size for the associated TimesTen In-Memory Database.
- The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.
- The license for the Hyperion Planning – System 9 programs includes a limited use license for both the Hyperion Essbase – System 9 and Hyperion Financial Reporting - System 9 programs. Such limited use license means that the Hyperion Essbase – System 9 and Hyperion Financial Reporting - System 9 programs may only be used to access data from the Hyperion Planning – System 9 program. Specifically, the Hyperion Essbase – System 9 program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning – System 9 program and the Aggregate Storage option component of the Hyperion Essbase – System 9 program may not be used.

If you purchase Named User Plus licenses for the programs listed below, you must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
Internet Application Server Java Edition	10 Named Users Plus per Processor*
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
BPEL Process Manager	10 Named Users Plus per Processor
Portal	10 Named Users Plus per Processor
Integration	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Web Services Manager	10 Named Users Plus per Processor
XML Publisher	10 Named Users Plus per Processor
Virtual Directory	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Activity Monitoring for Non Oracle Middleware	10 Named Users Plus per Processor
Fusion Middleware for PeopleSoft	10 Named Users Plus per Processor
Fusion Middleware for SAP	10 Named Users Plus per Processor
Business Intelligence Standard Edition	10 Named Users Plus per Processor
Universal Content Management	10 Named Users Plus per Processor
Imaging and Process Management	10 Named Users Plus per Processor
Content Conversion Server	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the program is installed on a one processor machine that allows for a maximum of one user per program.

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus

The number of licenses for the programs listed below must match the number of licenses of the associated database and if you purchase Named User Plus licenses for these programs, you must maintain, at a minimum, 25 Named Users Plus per Processor per associated database.


Database Enterprise Edition Options - Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Content Database Suite, Records Database, Database Vault, Warehouse Builder Enterprise ETL, Warehouse Builder Data Quality

Database Enterprise Management Packs - Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack and Provisioning Pack for DB

The effective date of this agreement shall be _____, 200_.

Company Name: City and County of San Francisco Oracle USA, Inc.

Authorized Signature: 

Authorized Signature: 

Name: Micki Callahan

Name: DOUGLAS W. DORMAN

Title: Human Resources Director

Title: DIRECTOR, LICENSE CONTRACTS

Signature Date: 11/29/07

Signature Date: 11/21/2007

FORM SFEC-126
NOTIFICATION OF CONTRACT APPROVAL
 (S.F. Campaign and Government Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly)</i>
Name of Contractor: Oracle America, Inc.
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>
(1) Contractor's Board of Directors: Names in Comments Section (2) Contractor's Chief Executive Officer: Safra A. Catz and Mark Hurd (2) Contractor's Chief Financial Officer: Safra A. Catz (2) Contractor's Chief Operating Officer: N/A (3) Any person who has ownership of 20% or more in the Contractor: Lawrence J. Ellison. (4) Any subcontractor listed in the bid or contract: N/A (5) Any political committee sponsored or controlled by Contractor: Oracle Political Action Committee.
Contractor address: 500 Oracle Parkway, Redwood City, CA 94065

Date that contract was approved:	Amount of contract: \$14,287,737
Describe the nature of the contract that was approved: eMerge Division supports and maintains the PeopleSoft HCM and ELM systems which are essential for the management of the City's human resources, benefits and payroll services. Amendment is to maintain the software licenses required for the Human Resources, Benefits Administration and Payroll services eMerge provides to the active, retired, and future workforce of the City and County of San Francisco (CCSF) through the implementation of Oracle's PeopleSoft Human Capital Management (HCM) system. Amendment to be approved is for \$4,300,892 bringing contract total to \$14,287,737.	

Comments:
 Lawrence J. Ellison, Jeffrey O. Henley, Safra A. Catz, Mark Hurd, Jeffrey S. Berg, Hector Garcia-Molina, H. Raymond Bingham, Renée J. James, Dr. Michael J. Boskin, Leon Panetta, Bruce R. Chizen, Naomi O. Seligman, George H. Conrades

This contract was approved by (check applicable)

- The City elective officer(s) identified on this form
- A board on which the City elective officer(s) serves

San Francisco Board of Supervisors

Print Name of Board

- The board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on the form sits

Print Name of Board

Filer Information <i>(Please print clearly)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of the Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if Submitted by Board Secretary or Clerk)

Date Signed