

**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 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, 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 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, 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.

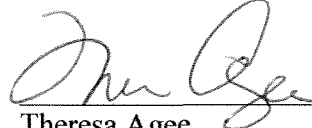
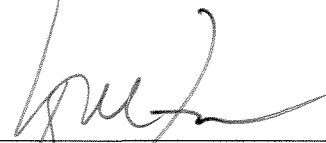
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**CONTRACTOR**

Recommended by:

Oracle America, Inc.



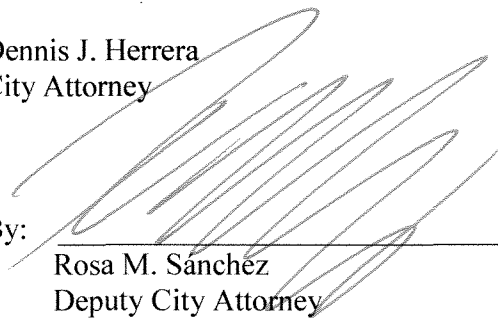
Monique Zmuda  
Deputy Controller  
Office of the Controller

Theresa Agee  
Manager  
North America Support Services Contracts

City vendor number: 41827

Approved as to Form:

Dennis J. Herrera  
City Attorney



By:

Rosa M. Sánchez  
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](mailto:ann.tran@oracle.com)  
Tel.: 408.556.4833  
Fax: 408.556.4833



## Ordering Document

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

<b>Service Level:</b>	<b>Software Update License &amp; Support</b>	<b>End Date: 15-Jul-14</b>
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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](mailto: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.

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## 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