

## 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](mailto:aaron.anastasi@oracle.com)  
Tel.: +19163154041  
Fax: +19163155657





## Ordering Document

<b>Service Contract #:</b> 2713711 <b>Offer Expires:</b> 21-Feb-09 <b>Payment Terms:</b> NET 30 DAYS from date of invoice <b>Billing Terms:</b> Quarterly in Arrears	<b>Renewal Contact:</b> M. Aaron Anastasi <b>Telephone:</b> +19163154041 <b>Fax:</b> +19163155657 <b>E-mail:</b> aaron.anastasi@oracle.com
<b>CUSTOMER:</b> City And County Of San Francisco	
<b>QUOTE TO</b> <b>Account Contact:</b> Rachel Cukierman <b>Account Name:</b> City And County Of San Francisco <b>Address:</b> 25 Van Ness Ave. Suite 345 San Francisco CA 94102 United States <b>Telephone:</b> 415 554-2333 <b>Fax:</b> <b>E-mail:</b> rachel.cukierman@sfgov.org	<b>BILL TO</b> <b>Account Contact</b> Accounts Payable <b>Account Name:</b> City And County Of San Francisco <b>Address:</b> 25 Van Ness Ave. Suite 345 San Francisco CA 94102 United States <b>Telephone:</b> -415-557-4833 <b>Fax:</b> <b>E-mail:</b>

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
<b>Subtotal:</b>						<b>USD 56,907.15</b>

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

<b>Service Level: Software Update License &amp; Support</b>	<b>End Date: 21-Feb-10</b>
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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.

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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 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