

File No. 170981

Committee Item No. 8

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date October 19, 2017

Board of Supervisors Meeting

Date _____

Cmte Board

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OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong Date October 12, 2017
 Completed by: Linda Wong Date _____

1 [Software License and Support Agreement Amendment - Oracle America, Inc. - Not to Exceed
2 \$12,211,193.65]

3 **Resolution authorizing the Controller to enter into the Fifteenth Amendment of a**
4 **software license and support agreement between Oracle America Inc., and the City and**
5 **County of San Francisco, to extend the contract term through November 30, 2022, and**
6 **increase the maximum expenditure by \$4,183,659.87 for a total amount not to exceed**
7 **\$12,211,193.65.**

8
9 WHEREAS, On November 21, 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 Human
12 Capital Management System ("Agreement"); and,

13 WHEREAS, The initial term of this Agreement was for one year, renewable annually at
14 the City's option, and the initial maximum expenditure was \$1,341,195.00; and,

15 WHEREAS, The Controller and Oracle amended the Agreement by the First
16 Amendment, dated November 21, 2007; Second Amendment, dated November 17, 2008;
17 Third Amendment, dated February 22, 2010; Assignment and Assumption Agreement, dated
18 October 5, 2010; Fourth Amendment, dated October 5, 2010; Fifth Amendment, dated May
19 22, 2011; Sixth Amendment, dated May 22, 2012; Seventh Amendment, dated April 1, 2013;
20 Eighth Amendment, dated October 1, 2013; Ninth Amendment dated May 30, 2014; Tenth
21 Amendment dated July 14, 2014; Eleventh Amendment dated August 15, 2014; Twelfth
22 Amendment dated March 5, 2015; Thirteenth Amendment dated July 6, 2015, and Fourteenth
23 Amendment dated November 2, 2015, increasing the maximum expenditure to
24 \$8,027,533.78; and,
25

1 WHEREAS, By the Fifteenth Amendment the Controller and Oracle have agreed to
2 extend the software support services term to November 30, 2022, and increase the maximum
3 expenditure by \$4,183,659.87 to \$12,211,193.65, for continued software support services;
4 and,

5 WHEREAS, The Controller and the Department of Technology have agreed that the
6 Office of the Controller will be responsible for \$2,573,102.65 and the Department of
7 Technology will be responsible for \$1,610,557.22 under the Fifteenth Amendment; and,

8 WHEREAS, The Controller has determined that it is in the best interests of the City to
9 extend the term of the Agreement beyond ten years and increase the maximum expenditure
10 to \$12,211,193.65, so that the City may continue to receive software support services for the
11 Human Capital Management System; and,

12 WHEREAS, Charter section 9.118(b), "Contract and Lease Limitations," requires Board
13 of Supervisors' approval of any contract having a term in excess of ten years or requiring
14 anticipated expenditures by the City of ten million dollars; and,

15 WHEREAS, The Fifteenth Amendment is on file with the Clerk of the Board of
16 Supervisors in File No 170981, which is hereby declared to be a part of this motion as if set
17 forth fully herein; and, therefore, be it

18 RESOLVED, That the Board of Supervisors approves the Fifteenth Amendment to the
19 Agreement with Oracle; and be it

20 FURTHER RESOLVED, That upon execution of the Fifteenth Amendment, the
21 Controller shall transmit to the Clerk of the Board of Supervisors a copy of the Fifteenth
22 Amendment, for inclusion in File No. 170981.

Item 8
File 17-0981

Departments:
Controller's Office
Department of Technology (DT)

EXECUTIVE SUMMARY

Legislative Objectives

- Resolution authorizing the Controller to enter into the 15th amendment of a software license and support agreement between Oracle America Inc., and the City and County of San Francisco, to extend the contract term through November 30, 2022 and increase the maximum expenditure by \$4,183,660 for a total amount not-to-exceed \$12, 211,194.

Key Points

- Based on a competitive Request for Proposal (RFP) process, on November 21, 2007 the City entered into an initial one-year agreement with Oracle for \$1,341,195, which was renewable annually at the City's option, for perpetual database software licenses and software support services for the City's Human Capital Management System.
- Since the original 2007 one-year database license and support agreement with Oracle was approved, the agreement has been amended 14 times, such that the existing agreement extends through November 29, 2017 for a not to exceed total \$8,027,534.

Fiscal Impact

- The City has expended a total of \$7,680,624 under the existing almost ten-year Oracle database license and support agreement. The existing agreement provides authorization of up to \$8,027,534, or a remaining \$346,910 authorization.
- Under the proposed five-year Amendment #15 for an additional \$4,183,660, the Controller will be responsible for \$2,573,103 and the Department of Technology will be responsible for \$1,610,557, based on their separate responsibilities.
- As of November 30, 2019, the Department of Technology payments to Oracle will decrease from \$469,148 to \$224,087 annually, a reduction of \$245,061 per year, or a total of \$735,183 over the remaining three years of this agreement because the Exadata/Exalogic Oracle Engineered Systems hardware support will be reduced as the product reaches the manufacturer's stated end of life. The City will then seek to extend support, upgrade to the newest Exadata/Exalogic Oracle Engineered Systems or move to a cloud-based solution.
- Assuming projected inflationary adjustment rates of 3% annually, the Controller estimates this five-year extension agreement rather than annual amendments will save the City approximately \$235,712.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

City Administrative Code Section 21.30 states that the Board of Supervisors approves the execution of perpetual, nonexclusive software licensing agreements which warrant performance of the software according to specifications and which are for less than \$10 million, without further Board of Supervisors approval.

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

Based on a competitive Request for Proposal (RFP) process, on November 21, 2007 the City and County of San Francisco (City)¹ entered into an initial one-year agreement with Oracle America, Inc. (Oracle) for a maximum expenditure of \$1,341,195, which was renewable annually at the City's option, for perpetual database software licenses and software support services for the City's Human Capital Management System. This agreement complies with all City Administrative Code provisions. The City's Human Capital Management (HCM) System is an Oracle PeopleSoft system, to provide human resources, benefits, payroll and e-learning functionality for 35,000 City employees. In August 2012, the City implemented the Human Capital Management System, previously known as Project eMerge.

To operate the City's HCM System requires both an Oracle Database Agreement and an Oracle Applications Agreement. According to Mr. Keith Miller of the Controller's Office Systems Division, the subject Oracle Database Agreement provides database licenses and support, including regular system updates and verifications to identify and protect the City's database system from possible cybersecurity vulnerabilities. In March 2016, the Board of Supervisors separately approved a resolution for the 10th amendment to the Oracle Applications Agreement to provide licenses and support for the various programs in the HCM System through April 2021 for a total cost of \$14,287,737 (File 16-0097), that depend on the subject databases. The Controller's Office anticipates that the City's HCM System will be useful for at least another 15 years.

In addition, in 2015, the Board of Supervisors approved (File 15-0531) the Controller's agreement with Oracle for the City's comprehensive, integrated Financial & Procurement System (FSP). The Controller's Office advises that together, these agreements are part of the substantial commitment the City has made to using Oracle products for many years for the City's integrated human capital and financial management systems.

¹ This agreement with Oracle was originally under the Department of Human Resources (DHR) control. The Controller's Office assumed primary responsibility and costs for this Oracle agreement after the system was transferred from DHR in FY 2009-10. Since FY 2015-16, this Oracle agreement has been managed and costs assumed by both the Controller's Office and the Department of Technology (DT).

Oracle Agreement and Amendment History

As shown in Table 1 below, the original 2007 one-year database license and support agreement with Oracle has been amended 14 times, such that the existing agreement extends through November 29, 2017 for a not to exceed total \$8,027,534. Mr. Miller advises that the agreement has already been amended 14 times because the City has needed to purchase additional licenses as the number of people using the system expanded. The purchase of additional support was also required as the license counts and product line and functionality increased because the system applications expanded which required more patching and updates.

Table 1: Oracle Agreement and Amendment History

Agreement/ Amendments	Contract Date	End Date	Contract Amendment	Total License Cost	Total Support Cost	Total Contract Amount
Original ²	11/21/2007					
Amendment #1	11/21/2007	11/21/2008	1,341,195	1,099,340	241,855	\$1,341,195
Amendment #2	11/17/2008	2/21/2010	297,515	1,099,340	539,370	1,638,710
Amendment #3	2/22/2010	2/21/2011	241,855	1,099,340	781,225	1,880,565
Amendment #4	10/5/2010	2/21/2012	241,855	1,099,340	1,023,080	2,122,420
Amendment #5	5/22/2011	5/22/2011	680,846	1,608,529	1,194,737	2,803,266
Amendment #6	5/22/2012	5/22/2013	353,877	1,608,529	1,548,614	3,157,143
Amendment #7	4/1/2013	7/15/2014	425,696	1,608,529	1,974,310	3,582,839
Amendment #8	10/1/2013	7/15/2014	658,068	2,147,929	2,092,978	4,240,907
Amendment #9	5/30/2014	7/15/2014	611,464	2,649,129	2,203,242	4,852,371
Amendment #10	7/14/2014	11/29/2017	1,634,082	2,649,129	3,837,324	6,486,453
Amendment #11	8/15/2014	11/29/2017	633,434	3,149,329	3,970,558	7,119,887
Amendment #12	3/5/2015	11/29/2017	8,908	3,149,329	3,979,466	7,128,795
Amendment #13	7/6/2015	11/29/2017	499,222	3,149,329	4,478,688	7,628,017
Amendment #14	11/2/2015	11/29/2017	399,517	3,149,329	4,878,205	8,027,534

² The Original Oracle agreement is the basic License Service Agreement, which does not contain contract terms or costs. Under Amendment #1, the City purchased the licenses and support and established the terms and conditions of the agreement.

As the subject Oracle agreement has not exceeded a term of ten years or \$10 million, this agreement has not previously been subject to Board of Supervisors approval.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the Controller to enter into the 15th amendment to the existing software license and support agreement between the City and County of San Francisco (City) and Oracle America Inc., (Oracle) to

- (a) extend the term of the agreement by five years from November 30, 2017 through November 30, 2022; and
- (b) increase the maximum expenditure by \$4,183,660 from \$8,027,534 to a total amount not to exceed \$12,211,194.

If the proposed five-year extension is approved, the total contract term will be 15 years from November 21, 2007 through November 30, 2022.

FISCAL IMPACT

The increased agreement expenditures of \$4,183,660 are anticipated to all be for Oracle support costs, to be added to the \$4,878,205 total support costs shown in Table 1 through Amendment #14, for a total of \$9,061,865. The support costs have increased annually with the purchase of additional software licenses. The cost of support from November 2016 to November 2017 is \$943,597, and is projected to be \$983,679 in the first year of the proposed amended agreement. However, the City will be able to lock in the cost for the five year term under the proposed amended agreement. Therefore, of the proposed total \$12,211,194 agreement maximum expenditures, up to \$3,149,329 would be expended for licenses and up to \$9,061,865 would be expended for support.

As shown in Table 2 below, as of September 26, 2017, the City had expended a total of \$7,680,624 under the existing Oracle agreement. The current contract expires on November 29, 2017. The existing Oracle agreement provides a not to exceed authorization of \$8,027,534, leaving a remaining authorization of \$346,910. The Controller's Office advises that this remaining authorization will be fully expended by the end of the agreement.

Table 2: City Expenditures to Date

Contract Year	Department of Human Resources	Controller's Office	Department of Technology	All Departments
2007-2008	\$1,341,195	\$0	\$0	\$1,341,195
2008-2009	189,353	0	0	189,353
2009-2010	108,161	115,184	0	223,345
2010-2011	0	804,612	0	804,612
2011-2012	0	421,698	0	421,698
2012-2013	176,217	176,938	0	353,155
2013-2014	249,478	1,846,215	0	2,095,693
2014-2015	0	616,785	0	616,785
2015-2016	0	499,958	305,077	805,034
2016-2017	0	404,643	425,110	829,753
Total Cost	\$2,064,405	\$4,886,032	\$730,187	\$7,680,624

Under the proposed Amendment #15, of the total \$4,183,660 additional amount, the Controller will be responsible for a projected \$2,573,103 and the Department of Technology will be responsible for \$1,610,557, as summarized in Table 3 below. Specifically, the Controller's Office is responsible for the Exalogic/Exadata Oracle Engineered Systems that run the PeopleSoft HCM applications under this agreement. The Department of Technology is responsible for the Exalogic/Exadata Oracle Engineered Systems that run the City's Identity & Access Management applications under this agreement. Both the Controller's and DT's Oracle contract costs were included in their FY 2017-18 budgets.

Table 3: Projected Cost Breakdown of Amendment #15

Start Date	End Date	Controller	Technology	Total
11/30/2017	11/29/2018	\$514,621	\$469,148	\$983,769
11/30/2018	11/29/2019	514,621	469,148	983,769
11/30/2019	11/29/2020	514,621	224,087*	738,708
11/30/2020	11/29/2021	514,621	224,087	738,708
11/30/2021	11/29/2022	514,621	224,087	738,708
Total		\$2,573,103**	\$1,610,557	\$4,183,660

*Beginning in the third year of the agreement, the support contract for Exadata/Exalogic Oracle Engineered Systems hardware will end.

**Not exact total, due to rounding.

As shown in Table 3 above, as of November 30, 2019, the Department of Technology's payments to Oracle will decrease from \$469,148 to \$224,087 annually, a reduction of \$245,061 per year, or a total of \$735,183 over the remaining three years of this contract. This is because the Exadata/Exalogic Oracle Engineered Systems hardware support will be reduced on November 29, 2019 when the product line reaches the manufacturer's stated end of life. Mr. Miller explains that the City will then seek to extend support, upgrade to the newest Exadata/Exalogic Oracle Engineered Systems or move to a cloud-based solution.

Assuming projected inflationary adjustment rates of 3% annually, the Controller estimates this five-year extension agreement rather than annual amendments will save the City approximately \$235,712, as summarized in Table 4 below.

Table 4: Projected Savings

	Controller	Technology	Total
5-Year Costs assuming 3% annual increases	\$2,732,190	\$1,687,182	\$4,419,372
Subject 5-Year Contract	\$2,573,103	\$1,610,557	\$4,183,660
Projected Savings	\$159,087	\$76,625	\$235,712

RECOMMENDATION

Approve the proposed resolution.

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

Amendment Fifteen

THIS AMENDMENT (this “Amendment”) is made as of **August 30, 2017**, 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 hardware and systems support services, additional software license updates and support services, 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 (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, **Amendment One** dated November 21, 2007, **Amendment Two** dated November 17, 2008, **Amendment Three** dated February 22, 2010, the **Assignment and Assumption Agreement** dated October 5, 2010, **Amendment Four** dated October 5, 2010, **Amendment Five** dated May 22, 2011, **Amendment Six** dated May 22, 2012, **Amendment Seven** dated April 1, 2013, **Amendment Eight** dated October 1, 2013, **Amendment Nine** dated May 30, 2014, **Amendment Ten** dated July 14, 2014, **Amendment Eleven** dated August 15, 2014, **Amendment Twelve** dated March 5, 2015, **Amendment Thirteen** dated July 6, 2015, and **Amendment Fourteen** dated November 2, 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 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 and hardware and systems 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 and hardware and systems 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 ordering document attached as Appendix P to this Amendment Fourteen, the amount for the software update and support fees shall be in an amount not to exceed one hundred twenty-six thousand one hundred and sixteen dollars and 11 cents (\$126,116.11). To cover the purchase under the Oracle ordering document attached as Appendix Q to this Amendment Fourteen, the amount of hardware maintenance fees shall be in an amount not to exceed two hundred seventy-two thousand six hundred and twenty-two dollars and thirty cents (\$272,622.30). Support for the Licenses obtained pursuant to Appendix P and hardware and systems support obtained pursuant to Appendix Q shall be from November 26, 2015 to November 29, 2017.

In no event shall the aggregate amount of the Software License payments exceed three million one hundred and forty-nine thousand three hundred and twenty-nine dollars and no cents (\$3,149,329.00).

In no event shall the aggregate amount of Support and hardware and systems support payments exceed four million eight hundred and seventy-eight thousand two hundred and four dollars and seventy-eight cents (\$4,878,204.78).

In no event shall the total amount for all software, and services paid under this Agreement exceed eight million twenty-seven thousand five hundred and thirty-three dollars and seventy-eight cents (\$8,027,533.78).

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 and hardware and systems 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 and hardware and systems 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 and hardware and systems 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 ordering document attached as Appendix R to this Amendment Fifteen, the amount for the software update and support fees shall be in an amount not to exceed Two Million, Five Hundred and Fifty-Four Thousand, Seven Hundred Seventy-Four Dollars and Seventy-Six Cents (\$2,554,774.76). To cover the purchase

under the Oracle ordering document attached as Appendix S to this Amendment Fifteen, the amount of software update shall be in an amount not to exceed eighteen thousand, three hundred twenty-seven dollars and eighty-nine cents (\$18,327.89). To cover the purchase under the Oracle ordering document attached as Appendix T to this Amendment Fifteen, the amount for the software update and support fees shall be in an amount not to exceed one million, one hundred and twenty-thousand, four hundred and thirty-six dollars and eighty-five cents (\$1,120,436.85). To cover the purchase under the Oracle ordering document attached as Appendix U to this Amendment Fifteen, the amount for the software update and support fees shall be in an amount not to exceed four hundred and ninety thousand, one hundred and twenty dollars and thirty-seven cents (\$490,120.37). Support for the Licenses obtained pursuant to Appendices R, S and T shall be from November 30, 2017 to November 30, 2022. Support for the Licenses obtained pursuant to Appendix U and hardware and systems support obtained pursuant to Appendix U shall be from November 30, 2017 to November 30, 2019.

In no event shall the aggregate amount of the Software License payments exceed three million, one hundred and forty-nine thousand three hundred and twenty-nine dollars and no cents (\$3,149,329.00).

In no event shall the aggregate amount of Support and hardware and systems support payments exceed nine million, sixty-one thousand, eight hundred and sixty-four dollars and sixty-five cents (\$9,061,864.65).

In no event shall the total amount for all software, and services paid under this Agreement exceed twelve million, two hundred and eleven thousand, one hundred and ninety-three dollars and sixty-five cents (\$12,211,193.65).

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 and hardware and systems support shall be invoiced by Contractor in arrears on a quarterly basis.

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

4. Term of the Agreement.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support and hardware and systems support shall be from the date of Acceptance to November 29, 2017, **for Appendices A-Q**, unless sooner terminated in accordance with the provisions of this Agreement.

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

4. Term of the Agreement.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support and hardware and systems support shall be from the date of Acceptance to November 30, 2022, for **Appendices A-T**, and from the date of Acceptance to November 30, 2019, for **Appendix U** unless sooner terminated in accordance with the provisions of this Agreement.

2c. Appendix R. The Ordering Document, Support Service Number 5137277 dated 2-Aug-17 regarding Program Technical Support Services, Software Update License & Support, is added to the Agreement and incorporated by reference hereto as Appendix R. Pages 5 – 9 of Appendix R, and the “Please note the following” bullet points in page 4, are hereby deleted in their entirety.

2d. Appendix S. The Ordering Document, Support Service Number 6331017 dated 2-Aug-17 regarding Program Technical Support Services, Software Update License & Support, is added to the Agreement and incorporated by reference hereto as Appendix S. Pages 4 – 7 of Appendix S, and the “Please note the following” bullet points in page 3, are hereby deleted in their entirety.

2e. Appendix T. The Ordering Document, Support Service Number 6376106 dated 10-Aug-17 regarding Program Technical Support Services, Software Update License & Support, is added to the Agreement and incorporated by reference hereto as Appendix T. Pages 4 – 7 of Appendix T, and the “Please note the following” bullet points in page 3, are hereby deleted in their entirety.

2f. Appendix U. The Ordering Document, Support Service Number 6138948 dated 11-Aug-17 regarding Hardware Technical Support Services, Oracle Premier Support for Systems and Program Technical Support Services, Software Update License & Support, is added to the Agreement and incorporated by reference hereto as Appendix U. Pages 11 – 15 of Appendix T, and the “Please note the following” bullet points in page 10, are hereby deleted in their entirety.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **November 30, 2017**.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement, as previously amended, 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.

Todd Rydstrom
Deputy Controller
Office of the Controller

David T. Atkins
Deal Manager

City vendor number: #41827

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

Appendices:

- Appendix R: Ordering Document dated 2-Aug-17, Support Service Number 5137277
- Appendix S: Ordering Document dated 2-Aug-17, Support Service Number 6331017
- Appendix T: Ordering Document dated 10-Aug-17, Support Service Number 6376106
- Appendix U: Ordering Document dated 11-Aug-17, Support Service Number 6138948



Appendix R
Software Support Services
Support Service #: 5137277

2-Aug-17

Keith Miller
City and County of San Francisco Office of the Controller
1 South Van Ness Ave.
Suite 800
San Francisco
CA 94103
United States

Dear Keith Miller

The technical support services provided under support service number 5137277 will expire, or have expired, on 29-Nov-17. 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 29-Oct-17.

Extended Support puts you in control of your Database, Middleware, and Applications upgrade strategy by providing additional maintenance and upgrades for Oracle Database, Oracle Fusion Middleware, and Oracle Applications for an additional fee. Please go to <https://www.oracle.com/support/lifetime-support/resources.html> or contact Oracle per the information listed below to learn more about Extended Support.

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: 5137277 Offer Expires: 29-Nov-17	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 and County of San Francisco Office of the Controller Address: 1 South Van Ness Ave. Suite 800 San Francisco CA 94103 United States Telephone: 415 7013498 Fax: E-mail: keith.miller@sfgov.org	CUSTOMER BILL TO Account Contact: ACCOUNTS PAYABLE Account Name: CITY & COUNTY OF SAN FRANCISCO Address: Controllers (CO106) City Hall Room 484, 1DR GOODLEFT Place, San Francisco CA 94102 United States Telephone: Fax: E-mail:

"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 5137277, 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
Oracle Functional Testing - Named User Plus Perpetual	16859171	1		LIMITED USE SPECIFIED APP	30-Nov-17	30-Nov-22	5,994.68
Oracle Load Testing Controller - Processor Perpetual	16859171	2		LIMITED USE SPECIFIED APP	30-Nov-17	30-Nov-22	10,490.85
Oracle Load Testing - Named User Plus Perpetual	16859171	500		LIMITED USE SPECIFIED APP	30-Nov-17	30-Nov-22	37,467.12
Oracle Test Manager - Named User Plus Perpetual	16859171	4		LIMITED USE SPECIFIED APP	30-Nov-17	30-Nov-22	5,994.67
Oracle Test Manager - Named User Plus Perpetual	17987615	2		FULL USE	30-Nov-17	30-Nov-22	3,597.92
Configuration Management Pack for Oracle Database - Processor Perpetual	18061892	44		LIMITED USE OTHER	30-Nov-17	30-Nov-22	94,235.36
Oracle Active Data Guard - Processor Perpetual	18061892	44		LIMITED USE OTHER	30-Nov-17	30-Nov-22	33,906.12
Oracle Advanced Security - Processor Perpetual	18061892	44		LIMITED USE OTHER	30-Nov-17	30-Nov-22	162,321.84
Oracle Application Management Suite for PeopleSoft - Processor Perpetual	18061892	64		LIMITED USE OTHER	30-Nov-17	30-Nov-22	58,960.49
Oracle Database Enterprise Edition - Processor Perpetual	18061892	44		LIMITED USE OTHER	30-Nov-17	30-Nov-22	1,134,620.27
Oracle Diagnostics Pack - Processor Perpetual	18061892	44		LIMITED USE OTHER	30-Nov-17	30-Nov-22	94,235.36
Oracle Partitioning - Processor Perpetual	18061892	44		LIMITED USE OTHER	30-Nov-17	30-Nov-22	122,672.28
Oracle Tuning Pack - Processor Perpetual	18061892	44		LIMITED USE OTHER	30-Nov-17	30-Nov-22	94,235.36

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

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Provisioning and Patch Automation Pack for Database - Processor Perpetual	18061892	44		LIMITED USE OTHER	30-Nov-17	30-Nov-22	84,699.29

Program Technical Support Fees: USD 1,943,431.61

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

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Exadata Storage Server Software - Disk Drive Perpetual	19299756	36		LIMITED USE SPECIFIC D APP	30-Nov-17	30-Nov-22	126,484.82
Exalogic Elastic Cloud Software - Processor Perpetual	19299757	64		LIMITED USE SPECIFIC D APP	30-Nov-17	30-Nov-22	224,861.79

Program Technical Support Fees: USD 351,346.61

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

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Data Masking Pack - Processor Perpetual	19297747	8		LIMITED USE SPECIFIC D APP	30-Nov-17	30-Nov-22	32,323.85
Oracle GoldenGate - Processor Perpetual	19297747	16		LIMITED USE SPECIFIC D APP	30-Nov-17	30-Nov-22	98,377.08
Oracle Real Application Clusters - Processor Perpetual	19297747	16		LIMITED USE SPECIFIC D APP	30-Nov-17	30-Nov-22	129,295.61

Program Technical Support Fees: USD 259,996.54

Total Price: USD 2,554,774.76

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 and County of San Francisco Office of the Controller represents that Customer has authorized City and County of San Francisco Office of the Controller to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City and County of San Francisco Office of the Controller agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. City and County of San Francisco Office of the Controller 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 technical support has been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. 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 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 unless You are a U.S. federal government or public sector entity, 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 NET 30 DAYS 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. If You are an U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If City and County of San Francisco Office of the Controller is a tax exempt organization and is not an U.S. federal government entity, a copy of City and County of San Francisco Office of the Controller's tax exemption certificate must be submitted with City and County of San Francisco Office of the Controller's purchase order, 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: 5137277
- Total Price: USD 2,554,774.76 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, City and County of San Francisco Office of the Controller 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: 5137277
- Total Price: USD 2,554,774.76 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, City and County of San Francisco Office of the Controller 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 and County of San Francisco Office of the Controller 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



Appendix S
Software Support Services
Support Service #: 6331017

2-Aug-17

Keith Miller
CITY & COUNTY OF SAN FRANCISCO
One South Van Ness Ave, 8th Fl
San Francisco
CA 94103
United States

Dear Keith Miller

The technical support services provided under support service number 6331017 will expire, or have expired, on 29-Nov-17. 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 29-Oct-17.

Extended Support puts you in control of your Database, Middleware, and Applications upgrade strategy by providing additional maintenance and upgrades for Oracle Database, Oracle Fusion Middleware, and Oracle Applications for an additional fee. Please go to <https://www.oracle.com/support/lifetime-support/resources.html> or contact Oracle per the information listed below to learn more about Extended Support.

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:	6331017	Oracle Support Sales Representative:	Ann Tran
Offer Expires:	29-Nov-17	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:	Keith Miller	Account Contact:	ACCOUNTS PAYABLE
Account Name:	CITY & COUNTY OF SAN FRANCISCO	Account Name:	CITY & COUNTY OF SAN FRANCISCO
Address:	One South Van Ness Ave, 8th Fl San Francisco CA 94103 United States	Address:	Controller's Office (COB08) City Hall Rm 482 1 Dr Goodlett Place San Francisco CA 94103 United States
Telephone:	415 701.3498	Telephone:	
Fax:		Fax:	
E-mail:	keith.miller@sfgov.org	E-mail:	

"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 6331017, 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
Oracle Identity Manager Connector - PeopleSoft Enterprise Applications - Connector Perpetual	19565520	1		LIMITED USE SPECIFIC D APP	30-Nov-17	30-Nov-22	18,327.89

Program Technical Support Fees: USD 18,327.89

Total Price: USD 18,327.89

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 technical support has been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. 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 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 unless You are a U.S. federal government or public sector entity, 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 NET 30 DAYS 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. If You are an U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If CITY & COUNTY OF SAN FRANCISCO is a tax exempt organization and is not an U.S. federal government entity, a copy of CITY & COUNTY OF SAN FRANCISCO's tax exemption certificate must be submitted with CITY & COUNTY OF SAN FRANCISCO's purchase order, 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: 6331017
- Total Price: USD 18,327.89 (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: 6331017
- Total Price: USD 18,327.89 (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



10-Aug-17

Jolie Gines
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 Jolie Gines

The technical support services provided under support service number 6376106 will expire, or have expired, on 29-Nov-17. 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 29-Oct-17.

Extended Support puts you in control of your Database, Middleware, and Applications upgrade strategy by providing additional maintenance and upgrades for Oracle Database, Oracle Fusion Middleware, and Oracle Applications for an additional fee. Please go to <https://www.oracle.com/support/lifetime-support/resources.html> or contact Oracle per the information listed below to learn more about Extended Support.

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: 6376106	Oracle Support Sales Representative: Ann Tran
Offer Expires: 29-Nov-17	Telephone: 408.556.4833
	Fax: 408.556.4833
	E-mail: ann.tran@oracle.com
CUSTOMER: City and County of San Francisco	
CUSTOMER QUOTE TO	CUSTOMER BILL TO
Account Contact: Jolie Gines	Account Contact: ACCOUNTS PAYABLE
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: Department of Technology 1 South Van Ness Avenue, 2nd Floor SAN FRANCISCO CA 94103 United States
Telephone: 415 581 3974	Telephone:
Fax:	Fax:
E-mail: jolie.gines@sfgov.org	E-mail:

"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 6376106, 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
Oracle Database Enterprise Edition - Processor Perpetual	19651078	434		FULL USE	30-Nov-17	30-Nov-22	120,048.09
Oracle Diagnostics Pack - Processor Perpetual	19651078	434		FULL USE	30-Nov-17	30-Nov-22	16,958.54
Oracle Enterprise Identity Services Suite - Processor Perpetual	19651078	502		FULL USE	30-Nov-17	30-Nov-22	819,535.96
Oracle Management Pack Plus for Identity Management - Processor Perpetual	19651078	502		FULL USE	30-Nov-17	30-Nov-22	93,129.05
Oracle Real Application Clusters - Processor Perpetual	19651078	434		FULL USE	30-Nov-17	30-Nov-22	58,128.59
Oracle Tuning Pack - Processor Perpetual	19651078	434		FULL USE	30-Nov-17	30-Nov-22	12,636.62

Program Technical Support Fees: USD 1,120,436.85

Total Price: USD 1,120,436.85

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 technical support has been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. 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-10013938-21-NOV-2007 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as 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 unless You are a U.S. federal government or public sector entity, 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 NET 30 DAYS 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. If You are an U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If CITY & COUNTY OF SAN FRANCISCO is a tax exempt organization and is not an U.S. federal government entity, a copy of CITY & COUNTY OF SAN FRANCISCO's tax exemption certificate must be submitted with CITY & COUNTY OF SAN FRANCISCO's purchase order, 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: 6376106
- Total Price: USD 1,120,436.85 (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: 6376106
- Total Price: USD 1,120,436.85 (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



11-Aug-17

Jolie Gines
CITY & COUNTY OF SAN FRANCISCO
Department of Technology
1 South Van Ness Avenue, 2nd Floor
SAN FRANCISCO
CA 94103
United States

Dear Jolie Gines

The technical support services provided under support service number 6138948 will expire, or have expired, on 29-Nov-17. 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 29-Oct-17.

Extended Support puts you in control of your Database, Middleware, and Applications upgrade strategy by providing additional maintenance and upgrades for Oracle Database, Oracle Fusion Middleware, and Oracle Applications for an additional fee. Please go to <https://www.oracle.com/support/lifetime-support/resources.html> or contact Oracle per the information listed below to learn more about Extended Support.

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:	6138948	Oracle Support Sales Representative:	Ann Tran
Offer Expires:	29-Nov-17	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:	Jolie Gines	Account Contact:	ACCOUNTS PAYABLE
Account Name:	CITY & COUNTY OF SAN FRANCISCO	Account Name:	CITY & COUNTY OF SAN FRANCISCO
Address:	Department of Technology 1 South Van Ness Avenue, 2nd Floor SAN FRANCISCO CA 94103 United States	Address:	Department of Technology 1 South Van Ness Avenue, 2nd Floor SAN FRANCISCO CA 94103 United States
Telephone:	415 581 3974	Telephone:	
Fax:		Fax:	
E-mail:	jolie.gines@sfgov.org	E-mail:	

"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 6138948, to Your Oracle Support Sales Representative identified in the table above.

SERVICE DETAILS

Hardware Technical Support Services						
Service Level: Oracle Premier Support for Systems						
Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 3101 Gold Camp Dr Rancho Cordova SACRAMENTO CA 95670 United States						
Dual rate transceiver: SFP+ SR. Support 1 Gb/sec and 10 Gb/sec dual rate		19291283	4	30-Nov-17	30-Nov-19	692.85
Optical splitter cable assembly: 50 meters, MT ferrule terminated, 12-fiber to 4x2-fiber, multimode, MPO to 4 LC connectors		19291283	2	30-Nov-17	30-Nov-19	438.54
Exadata X3-2: model family		19293275	1	30-Nov-17	30-Nov-19	0.00
Exadata X3-2: model family	AK00161510	19293275	1	30-Nov-17	30-Nov-19	0.00
Exadata Database Machine X3-2 HC Eighth Rack		19293275	1	30-Nov-17	30-Nov-19	43,619.65
SUNDC SWITCH IB-36P MANAGED,LF	AK00158295	19293275	1	30-Nov-17	30-Nov-19	0.00
SUNDC SWITCH IB-36P MANAGED,LF	AK00158299	19293275	1	30-Nov-17	30-Nov-19	0.00
SWITCH,ENET,WS-C4948E-F-S,CISCO CATALYST,BACK TO FRONT COOLING	CAT1724S05V	19293275	1	30-Nov-17	30-Nov-19	0.00
X3-2,1U,E5-2690,256GB,4x 300GB,(BBU TRAY),ED X3-2,ROHS	1346NML0CL	19293275	1	30-Nov-17	30-Nov-19	0.00
X3-2,1U,E5-2690,256GB,4x 300GB,(BBU TRAY),ED X3-2,ROHS	1346NML0C1	19293275	1	30-Nov-17	30-Nov-19	0.00
X3-2L,2U,HI CAP SERVER,(BBU TRAY),ED X3-2,ROHS	1346NM503N	19293275	1	30-Nov-17	30-Nov-19	0.00
X3-2L,2U,HI CAP SERVER,(BBU TRAY),ED X3-2,ROHS	1345NM50CR	19293275	1	30-Nov-17	30-Nov-19	0.00
X3-2L,2U,HI CAP SERVER,(BBU TRAY),ED X3-2,ROHS	1346NM503X	19293275	1	30-Nov-17	30-Nov-19	0.00
Exadata X3-2: base rack		19293275	1	30-Nov-17	30-Nov-19	0.00
RACK 42U-1200 W/HEAVY DUTY PAL	2047RTN-1342RB 0002	19293275	1	30-Nov-17	30-Nov-19	0.00
Oracle Advanced Support Gateway Server X3-2		19293275	1	30-Nov-17	30-Nov-19	1,596.08

Hardware Technical Support Services**Service Level: Oracle Premier Support for Systems**

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
ASSY,ORACLE ADVANCED SUPPORT GATEWAY 1U SERVER (X3-2)	1320FML04V	19293275	1	30-Nov-17	30-Nov-19	0.00
Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15 A (for factory installation)		19293275	2	30-Nov-17	30-Nov-19	8.57
ASY_DS2 JBOD,20x3TB,4x73G SD,ROHS,EL/SSC	1328FMD00B	19293276	1	30-Nov-17	30-Nov-19	0.00
Exalogic Elastic Cloud X3-2 Base Rack		19293276	1	30-Nov-17	30-Nov-19	0.00
Exalogic Elastic Cloud X3-2 Eighth Rack for non-EU countries		19293276	1	30-Nov-17	30-Nov-19	49,567.83
Exalogic Elastic Cloud X3-2 for non-EU countries: model family		19293276	1	30-Nov-17	30-Nov-19	0.00
Exalogic Elastic Cloud X3-2 for non-EU countries: model family	AK00159191	19293276	1	30-Nov-17	30-Nov-19	0.00
RACK 42U-1200 W/HEAVY DUTY PAL	2047RTN-1338RB 0023	19293276	1	30-Nov-17	30-Nov-19	0.00
SUNDC Switch IB NM2-GW,LF	AK00122331	19293276	1	30-Nov-17	30-Nov-19	0.00
SUNDC Switch IB NM2-GW,LF	AK00152949	19293276	1	30-Nov-17	30-Nov-19	0.00
SWITCH,ENET,WS-C4948E-F-S,CISCO CATALYST,BACK TO FRONT COOLING	CAT1728S8BU	19293276	1	30-Nov-17	30-Nov-19	0.00
X3-2,1U,2x E52690 2.9G,16x 16GB,2x 100GB SD,CX2,(BBU TRAY),EL X3-2 COMPUTE ND, ROHS	1333FML0C4	19293276	1	30-Nov-17	30-Nov-19	0.00
X3-2,1U,2x E52690 2.9G,16x 16GB,2x 100GB SD,CX2,(BBU TRAY),EL X3-2 COMPUTE ND, ROHS	1245FML098	19293276	1	30-Nov-17	30-Nov-19	0.00
X3-2,1U,2x E52690 2.9G,16x 16GB,2x 100GB SD,CX2,(BBU TRAY),EL X3-2 COMPUTE ND, ROHS	1325FML0BJ	19293276	1	30-Nov-17	30-Nov-19	0.00

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
X3-2,1U,2x E52690 2.9G,16x 16GB,2x 100GB SD,CX2,(BBU TRAY),EL X3-2 COMPUTE ND, ROHS	1325FML0C9	19293276	1	30-Nov-17	30-Nov-19	0.00
X4170M2,S7320 1U HEAD,E5620,96GB,4x 512GB SD,EL,ROHS	1333FMM02P	19293276	1	30-Nov-17	30-Nov-19	0.00
X4170M2,S7320 1U HEAD,E5620,96GB,4x 512GB SD,EL,ROHS	1333FMM02T	19293276	1	30-Nov-17	30-Nov-19	0.00

Hardware Technical Support Fees: USD 95,923.52

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

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Exalogic Elastic Cloud Software - Processor Perpetual	19819191	32		FULL USE	30-Nov-17	30-Nov-19	57,586.96

Program Technical Support Fees: USD 57,586.96

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

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Exalogic Elastic Cloud Software - Processor Perpetual	19667245	32		FULL USE	30-Nov-17	30-Nov-19	57,508.17
Exadata Storage Server Software - Disk Drive Perpetual	19667250	18		FULL USE	30-Nov-17	30-Nov-19	32,348.35

Program Technical Support Fees: USD 89,856.52

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

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Exadata Storage Server Software - Disk Drive Perpetual	19663747	18		FULL USE	30-Nov-17	30-Nov-19	32,348.35

Program Technical Support Fees: USD 32,348.35

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 200 Paul Ave San Francisco San Francisco CA 94124 United States						
Exalogic Elastic Cloud X3-2 Base Rack		19289285	1	30-Nov-17	30-Nov-19	0.00
Exalogic Elastic Cloud X3-2 Eighth Rack for non-EU countries		19289285	1	30-Nov-17	30-Nov-19	50,057.34
Exalogic Elastic Cloud X3-2 for non-EU countries: model family		19289285	1	30-Nov-17	30-Nov-19	0.00
Exadata Database Machine X3-2 HC Eighth Rack		19289286	1	30-Nov-17	30-Nov-19	44,050.46
Exadata X3-2: base rack		19289286	1	30-Nov-17	30-Nov-19	0.00
Exadata X3-2: model family		19289286	1	30-Nov-17	30-Nov-19	0.00
Oracle Advanced Support Gateway Server X3-2		19289286	1	30-Nov-17	30-Nov-19	1,611.83
Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15 A (for factory installation)		19289286	2	30-Nov-17	30-Nov-19	8.67

Hardware Technical Support Fees: USD 95,728.30

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 1 Carlton B Goodlett PI San Francisco SAN FRANCISCO CA 94102 United States						
Cable assembly: 35 feet, 24 awg, shld, cat 5E		19291296	4	30-Nov-17	30-Nov-19	18.61
Cable assembly: 8 feet, 24 awg, shld, cat 5E		19291296	2	30-Nov-17	30-Nov-19	6.39
StorageTek FC cable: OM2, 10 meters, 50/125, duplex, plenum, LC-LC connectors		19291296	4	30-Nov-17	30-Nov-19	45.96

Hardware Technical Support Fees: USD 70.96

Support Service Number: 6138948

Hardware Technical Support Services**Service Level: Oracle Premier Support for Systems**

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 3101 Gold Camp Dr Rancho Cordova SACRAMENTO CA 95670 United States						
Cable assembly: 35 feet, 24 awg, shld, cat 5E		19291283	4	30-Nov-17	30-Nov-19	18.63
Cable assembly: 8 feet, 24 awg, shld, cat 5E		19291283	2	30-Nov-17	30-Nov-19	6.39
FC cable: plenum, 50 meters, duplex, LC-LC, 50/125		19291283	4	30-Nov-17	30-Nov-19	97.13

Hardware Technical Support Fees: USD 122.15**Hardware Technical Support Services****Service Level: Oracle Premier Support for Systems**

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 200 Paul Ave San Francisco San Francisco CA 94124 United States						
Exalogic Elastic Cloud X4-2 Eighth Rack to Quarter Rack Upgrade for X3-2 and X2-2 racks		19289285	1	30-Nov-17	30-Nov-19	26,584.89
Exalogic Elastic Cloud X4-2: model family	AK00274305	19289285	1	30-Nov-17	30-Nov-19	0.00
Exalogic Elastic Cloud X4-2: model family		19289285	1	30-Nov-17	30-Nov-19	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1503NML04R	19289285	1	30-Nov-17	30-Nov-19	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1503NML046	19289285	1	30-Nov-17	30-Nov-19	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1503NML044	19289285	1	30-Nov-17	30-Nov-19	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1503NML04W	19289285	1	30-Nov-17	30-Nov-19	0.00

Hardware Technical Support Fees: USD 26,584.89**Hardware Technical Support Services****Service Level: Oracle Premier Support for Systems**

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 3101 Gold Camp Dr Rancho Cordova SACRAMENTO CA 95670 United States						

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Exadata Database Machine X3-2 Eighth Rack to Quarter Rack Database Server Upgrade		19653972	1	30-Nov-17	30-Nov-19	32,675.10

Hardware Technical Support Fees: USD 32,675.10

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: City and County of San Francisco - San Francisco Colocation Data Center 200 Paul Ave Suite 110 San Francisco SAN FR						
Exadata Database Machine X3-2 Eighth Rack to Quarter Rack Database Server Upgrade		19667215	1	30-Nov-17	30-Nov-19	32,675.10

Hardware Technical Support Fees: USD 32,675.10

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 3101 Gold Camp Dr Rancho Cordova SACRAMENTO CA 95670 United States						
Exalogic Elastic Cloud X4-2 Eighth Rack to Quarter Rack Upgrade for X3-2 and X2-2 racks		19293276	1	30-Nov-17	30-Nov-19	26,548.52
Exalogic Elastic Cloud X4-2: model family	AK00238492	19293276	1	30-Nov-17	30-Nov-19	0.00
Exalogic Elastic Cloud X4-2: model family		19293276	1	30-Nov-17	30-Nov-19	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1429NML09U	19293276	1	30-Nov-17	30-Nov-19	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1429NML09P	19293276	1	30-Nov-17	30-Nov-19	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1429NML09N	19293276	1	30-Nov-17	30-Nov-19	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1429NML09N	19293276	1	30-Nov-17	30-Nov-19	0.00

Hardware Technical Support Fees: USD 26,548.52

Hardware Technical Support Services**Service Level: Oracle Premier Support for Systems**

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 200 Paul Ave San Francisco San Francisco CA 94124 United States						
ASY,DS2 JBOD,20x3TB,4x73G SD,ROHS,EL/SSC	1328FMD00G	19289285	1	30-Nov-17	30-Nov-19	0.00
Exalogic Elastic Cloud X3-2 for non-EU countries: model family	AK00160844	19289285	1	30-Nov-17	30-Nov-19	0.00
RACK 42U-1200 W/HEAVY DUTY PAL	2047RTN-1342RB 0049	19289285	1	30-Nov-17	30-Nov-19	0.00
SUNDC Switch IB NM2-GW,LF	AK00152945	19289285	1	30-Nov-17	30-Nov-19	0.00
SUNDC Switch IB NM2-GW,LF	AK00151819	19289285	1	30-Nov-17	30-Nov-19	0.00
SWITCH,ENET,WS-C4948E-F-S,CISCO CATALYST,BACK TO FRONT COOLING	CAT1732S0KA	19289285	1	30-Nov-17	30-Nov-19	0.00
X3-2,1U,2x E52690 2.9G,16x 16GB,2x 100GB SD,CX2,(BBU TRAY),EL X3-2 COMPUTE ND, ROHS	1322FML044	19289285	1	30-Nov-17	30-Nov-19	0.00
X3-2,1U,2x E52690 2.9G,16x 16GB,2x 100GB SD,CX2,(BBU TRAY),EL X3-2 COMPUTE ND, ROHS	1322FML03H	19289285	1	30-Nov-17	30-Nov-19	0.00
X3-2,1U,2x E52690 2.9G,16x 16GB,2x 100GB SD,CX2,(BBU TRAY),EL X3-2 COMPUTE ND, ROHS	1322FML02G	19289285	1	30-Nov-17	30-Nov-19	0.00
X3-2,1U,2x E52690 2.9G,16x 16GB,2x 100GB SD,CX2,(BBU TRAY),EL X3-2 COMPUTE ND, ROHS	1322FML01X	19289285	1	30-Nov-17	30-Nov-19	0.00
X4170M2,S7320 1U HEAD,E5620,96GB,4x 512GB SD,EL,ROHS	1335FMM00D	19289285	1	30-Nov-17	30-Nov-19	0.00
X4170M2,S7320 1U HEAD,E5620,96GB,4x 512GB SD,EL,ROHS	1335FMM00C	19289285	1	30-Nov-17	30-Nov-19	0.00

Hardware Technical Support Services						
Service Level: Oracle Premier Support for Systems						

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
ASSY,ORACLE ADVANCED SUPPORT GATEWAY 1U SERVER (X3-2)	1323FML00U	19289286	1	30-Nov-17	30-Nov-19	0.00
Exadata X3-2: model family	AK00159959	19289286	1	30-Nov-17	30-Nov-19	0.00
RACK 42U-1200 W/HEAVY DUTY PAL	2047RTN-1342RB 0042	19289286	1	30-Nov-17	30-Nov-19	0.00
SUNDC SWITCH IB-36P MANAGED,LF	AK00155290	19289286	1	30-Nov-17	30-Nov-19	0.00
SUNDC SWITCH IB-36P MANAGED,LF	AK00123438	19289286	1	30-Nov-17	30-Nov-19	0.00
SWITCH,ENET,WS-C4948E-F-S,CISCO CATALYST,BACK TO FRONT COOLING	CAT1728S8FC	19289286	1	30-Nov-17	30-Nov-19	0.00
X3-2,1U,E5-2690,256GB,4x 300GB,(BBU TRAY),ED X3-2,ROHS	1345NML1X9	19289286	1	30-Nov-17	30-Nov-19	0.00
X3-2,1U,E5-2690,256GB,4x 300GB,(BBU TRAY),ED X3-2,ROHS	1345NML1WX	19289286	1	30-Nov-17	30-Nov-19	0.00
X3-2L,2U,HI CAP SERVER,(BBU TRAY),ED X3-2,ROHS	1345NM50CW	19289286	1	30-Nov-17	30-Nov-19	0.00
X3-2L,2U,HI CAP SERVER,(BBU TRAY),ED X3-2,ROHS	1345NM50CU	19289286	1	30-Nov-17	30-Nov-19	0.00
X3-2L,2U,HI CAP SERVER,(BBU TRAY),ED X3-2,ROHS	1345NM50CM	19289286	1	30-Nov-17	30-Nov-19	0.00

Hardware Technical Support Fees: USD 0.00

Total Price: USD 490,120.37

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 technical support has been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. 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-10013938-21-NOV-2007 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as 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 unless You are a U.S. federal government or public sector entity, 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. If You are an U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If CITY & COUNTY OF SAN FRANCISCO is a tax exempt organization and is not an U.S. federal government entity, a copy of CITY & COUNTY OF SAN FRANCISCO's tax exemption certificate must be submitted with CITY & COUNTY OF SAN FRANCISCO's purchase order, 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: 6138948
- Total Price: USD 490,120.37 (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: 6138948
- Total Price: USD 490,120.37 (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

Amendment Fourteen

THIS AMENDMENT (this "Amendment") is made as of November 2, 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 purchase hardware and systems support services, additional software license updates and support services, 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 (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, Amendment One dated November 21, 2007, Amendment Two dated November 17, 2008, Amendment Three dated February 22, 2010, the Assignment and Assumption Agreement dated October 5, 2010, Amendment Four dated October 5, 2010, Amendment Five dated May 22, 2011, Amendment Six dated May 22, 2012, Amendment Seven dated April 1, 2013, Amendment Eight dated October 1, 2013, Amendment Nine dated May 30, 2014, Amendment Ten dated July 14, 2014, Amendment Eleven dated August 15, 2014, Amendment Twelve dated March 5, 2015 and Amendment Thirteen dated July 6, 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:

1. **Definitions.**

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 of the Agreement, and Appendix H Section C(1).

AGREEMENT

The Oracle pre-printed License and Services Agreement (OLSA V071807), to which Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment Nine, Amendment Ten, Amendment Eleven, Amendment Twelve, and this document, Amendment Thirteen, are attached, shall be construed together as this "Agreement."

AMENDMENT

Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment Nine, Amendment Ten, Amendment Eleven, Amendment Twelve and this document, Amendment Thirteen, 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.

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, Appendices H, I, M, N, and O, 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 twelve amendments 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, the ordering forms attached to Amendment Ten as Appendices J, K, and L, the ordering forms attached to Amendment Eleven as Appendix M, the ordering forms attached to Amendment Twelve as Appendix N, and the ordering forms attached to Amendment Thirteen as Appendix O.

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

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

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, (ii) the Effective Date of Amendment Eight incorporating Ordering Document (Appendix H) and continue for 12 (twelve) months for the software and each related update to the software, (iii) the Effective Date of this Amendment Nine incorporating Ordering Document (Appendix I) and continue for 12 (twelve) months for the

software and each related update to the software, (iv) the Effective Date of this Amendment Eleven incorporating Ordering Document (Appendix M) and continue for 12 (twelve) months for the software and each related update to the software, (v) the Effective Date of this Amendment Twelve incorporating Ordering Document (Appendix N) and continue for 12 (twelve) months for the software and each related update to the software, and (vi) the Effective Date of this Amendment Thirteen incorporating Ordering Document (Appendix O) and continue for 12 (twelve) months for the software and each related update to the software, and (vii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services.

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:

I. Definitions.

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 of the Agreement, and Appendix H Section C(1).

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA V071807), to which Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment Nine, Amendment Ten, Amendment Eleven, Amendment Twelve, Amendment Thirteen and this document, Amendment Fourteen, are attached, shall be construed together as this "Agreement."

AMENDMENT Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment Nine, Amendment Ten, Amendment Eleven, Amendment Twelve, Amendment Thirteen and this document, Amendment Fourteen, 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.

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, Appendices H, I, M, N, O, and P, 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 thirteen amendments 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, the ordering forms attached to Amendment Ten as Appendices J, K, and L, the ordering forms attached to Amendment Eleven as Appendix M, the ordering forms attached to Amendment Twelve as Appendix N, the ordering forms attached to Amendment Thirteen as Appendix O, and the ordering forms attached to Amendment Fourteen as Appendices P and Q.

SOURCE CODE

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

SPECIFICATIONS

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

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, (ii) the Effective Date of Amendment Eight incorporating Ordering Document (Appendix H) and continue for 12 (twelve) months for the software and each related update to the software, (iii) the Effective Date of Amendment Nine incorporating Ordering Document (Appendix I) and continue for 12 (twelve) months for the software and each related update to the software, (iv) the Effective Date of Amendment Eleven incorporating Ordering Document (Appendix M) and continue for 12 (twelve) months for the software and each related update to the software, (v) the Effective Date of Amendment Twelve incorporating Ordering Document (Appendix N) and continue for 12 (twelve) months for the software and each related update to the software, and (vi) the Effective Date of Amendment Thirteen incorporating Ordering Document (Appendix O) and continue for 12 (twelve) months for the software and each related update to the software, and (vii) the Effective Date of this Amendment Fourteen incorporating Ordering Documents (Appendices P and Q) and continue for 12 (twelve) months for the software and each related update to the software, and (viii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services.

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. 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 ordering document attached as **Appendix O** to this Amendment Thirteen, the amount for the software update and support fees shall be in an amount not to exceed four hundred ninety-nine thousand two hundred and twenty-one dollars and sixty-five cents (\$499,221.65). Support for the Licenses obtained pursuant to Appendix O shall be from August 15, 2015 to November 29, 2017.

In no event shall the aggregate amount of the Software License payments exceed three million one hundred and forty-nine thousand three hundred and twenty-nine dollars

and no cents (\$3,149,329.00). In no event shall the aggregate amount of Support payments exceed four million four hundred and seventy-eight thousand six hundred and eighty-eight dollars and two cents (\$4,478,688.02).

In no event shall the total amount for all software and services paid under this Agreement exceed seven million six hundred and twenty-eight thousand and seventeen dollars and two cents (\$7,628,017.02).

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 and hardware and systems 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 and hardware and systems 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.

one hundred twenty six thousand eight hundred ninety four dollars
and 46 cents (\$126,894.46)

Leo Levenson, CCSF-IT
Oracle Contracts Manager

To cover the purchase under the Oracle ordering document attached as Appendix P to this Amendment Fourteen, the amount for the software update and support fees shall be in an amount not to exceed ~~six hundred twenty six thousand one hundred and sixteen dollars and 11 cents (\$626,116.11)~~. To cover the purchase under the Oracle ordering document attached as Appendix Q to this Amendment Fourteen, the amount of hardware maintenance fees shall be in an amount not to exceed two hundred seventy-two thousand six hundred and twenty-two dollars and thirty cents (\$272,622.30). Support for the Licenses obtained pursuant to Appendix P and hardware and systems support obtained pursuant to Appendix Q shall be from November 26, 2015 to November 29, 2017.

In no event shall the aggregate amount of the Software License payments exceed three million one hundred and forty-nine thousand three hundred and twenty-nine dollars and no cents (\$3,149,329.00).

In no event shall the aggregate amount of Support and hardware and systems support payments exceed four million eight hundred and seventy-eight thousand two hundred and four dollars and seventy-eight cents (\$4,878,204.78).

In no event shall the total amount for all software, and services paid under this Agreement exceed eight million twenty-seven thousand five hundred and thirty-three dollars and seventy-eight cents (\$8,027,533.78).

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 and hardware and systems support shall be invoiced by Contractor in arrears on a quarterly basis.

2c. Section 4. Section 4, Term 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 license.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to November 29, 2017, for Appendices A-O, unless sooner terminated in accordance with the provisions of this Agreement.

Oracle Database - Amendment Fourteen - Exu SW + HW Support Renewal P-550 (7-11)	9 of 12	November 2, 2015
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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 license.

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

Subject to Section 5, the term of the Support and hardware and systems support shall be from the date of Acceptance to November 29, 2017, for **Appendices A-Q**, unless sooner terminated in accordance with the provisions of this Agreement.

2d. Appendix P. The Ordering Document, Support Service Number 6509714 dated 26-Oct-15 regarding Program Technical Support Services, Software Update License & Support, is added to the Agreement and incorporated by reference hereto as Appendix P.

2e. Appendix P. Pages 4 – 8 of Appendix P, and the “Please note the following” bullet points in page 3, are hereby deleted in their entirety.

2f. Appendix Q. The Ordering Document, Support Service Number 6138948 dated 26-Oct-15 regarding Hardware Technical Support Services, Oracle Premier Support for Systems, is added to the Agreement and incorporated by reference hereto as Appendix Q.

2g. Appendix Q. Pages 9 – 12 of Appendix Q, and the “Please note the following” bullet points in page 8, are hereby deleted in their entirety.

2h. The Oracle Hardware and System Support purchase under the Oracle ordering document attached as Appendix Q to this Amendment Fourteen is subject to the terms of Section 3, Oracle Hardware and Systems Support, of the Oracle Manufacturer’s Statement of Terms_v040612 (“Manufacturer’s Statement of Terms”), as amended by Amendment One dated **October 1, 2013**, Amendment Two dated **August 29, 2014**, Amendment Three, dated **December 19, 2014**, and the modifications set forth below in Section 2h(ii). Terms used in Section 3 and not defined in this Amendment shall have the meanings assigned to such terms in the Manufacturer’s Statement of Terms.

(i). **Modifications to the Manufacturer’s Statement of Terms.** Solely for the purchase under the Oracle ordering document attached as Appendix Q to this Amendment Fourteen, the Manufacturer’s Statement of Terms is hereby modified as follows:

(ii). **Section 3, third paragraph.** Section 3, Oracle Hardware and Systems Support, third paragraph of the Manufacturer’s Statement of Terms currently reads as follows:

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE ORACLE HARDWARE AND SYSTEMS SUPPORT WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE GREATER OF TWO TIMES THE FEES YOU PAID ORACLE FOR THE ORACLE HARDWARE OR SYSTEMS SUPPORT SERVICES OR ONE MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS (\$1,840,000). 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 THE GENERAL INDEMNIFICATION AND INFRINGEMENT INDEMNIFICATION PROVISIONS OF THIS TRANSACTION, (3) LIMIT CLAIMS OR GENERAL DAMAGES THAT FALL WITHIN THE INSURANCE COVERAGE OF THIS TRANSACTION, (4) STATUTORY DAMAGES SPECIFIED IN THIS TRANSACTION, AND (5) WRONGFUL DEATH CAUSED BY CONTRACTOR.

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

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE ORACLE HARDWARE AND SYSTEMS SUPPORT WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO TWO TIMES THE FEES YOU PAID ORACLE FOR THE ORACLE HARDWARE AND SYSTEMS SUPPORT SERVICES GIVING RISE TO THE LIABILITY. THE 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 THE GENERAL INDEMNIFICATION AND INFRINGEMENT INDEMNIFICATION PROVISIONS OF THIS TRANSACTION, (3) LIMIT CLAIMS OR GENERAL DAMAGES THAT FALL WITHIN THE INSURANCE COVERAGE OF THIS TRANSACTION, (4) STATUTORY DAMAGES SPECIFIED IN THIS TRANSACTION, AND (5) WRONGFUL DEATH CAUSED BY CONTRACTOR.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after November 2, 2015.
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement, as previously amended, 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

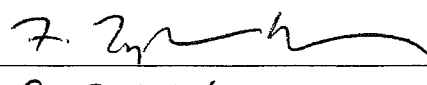
CONTRACTOR

Recommended by:

Oracle America, Inc.



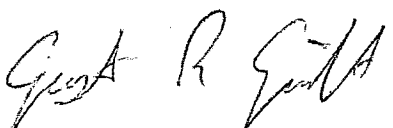
Miguel A. Gamino, Jr.
City CIO and Executive Director
Department of Technology



F. Taylor Sargis
Manager, Services & Consulting Deal Manager
11/13/2015

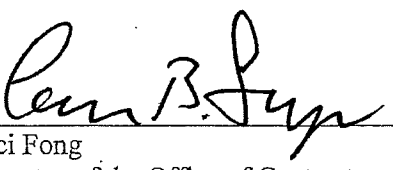
Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Gustin R. Guibert
Deputy City Attorney

Approved:

For 

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

Appendices:

Appendix P: Ordering Document dated 26-Oct-15, Support Service Number 6509714

Appendix Q: Ordering Document dated 26-Oct-15, Support Service Number 6138948



26-Oct-15

Fan-Wa Wong
CITY & COUNTY OF SAN FRANCISCO
Department of Technology
1 South Van Ness Avenue, 2nd Floor
SAN FRANCISCO
CA 94103
United States

Dear Fan-Wa Wong

The technical support services provided under support service number 6509714 will expire, or have expired, on 13-Jan-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 15-Dec-15.

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: 6509714 Offer Expires: 13-Jan-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: Fan-Wa Wong Account Name: CITY & COUNTY OF SAN FRANCISCO Address: Department of Technology 1 South Van Ness Avenue, 2nd Floor SAN FRANCISCO CA 94103 United States Telephone: 415 581-7151 Fax: E-mail: fan-wa.wong@sfgov.org	CUSTOMER BILL TO Account Contact: ACCOUNTS PAYABLE Account Name: CITY & COUNTY OF SAN FRANCISCO Address: Department of Technology 1 South Van Ness Avenue, 2nd Floor SAN FRANCISCO CA 94103 United States Telephone: -Not Available Fax: E-mail:

"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 6509714, 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
Exalogic Elastic Cloud Software - Processor Perpetual	19819191	32		FULL USE	14-Jan-16	29-Nov-17	52,396.12

Program Technical Support Fees: USD 52,396.12

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

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Exalogic Elastic Cloud Software - Processor Perpetual	19667245	32		FULL USE	28-Aug-16	29-Nov-17	35,058.04
Exadata Storage Server Software - Disk Drive Perpetual	19667250	18		FULL USE	28-Aug-16	29-Nov-17	19,720.15

Program Technical Support Fees: USD 54,778.19

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

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Exadata Storage Server Software - Disk Drive Perpetual	19663747	18		FULL USE	28-Aug-16	29-Nov-17	19,720.15

Program Technical Support Fees: USD 19,720.15

Total Price: USD 126,894.46

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-10013938-21-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: 6509714
- Total Price: USD 126,894.46 (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: 6509714
- Total Price: USD 126,894.46 (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



26-Oct-15

Fan-Wa Wong
CITY & COUNTY OF SAN FRANCISCO
Department of Technology
1 South Van Ness Avenue, 2nd Floor
SAN FRANCISCO
CA 94103
United States

Dear Fan-Wa Wong

The technical support services provided under support service number 6138948 will expire, or have expired, on 25-Nov-15. 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 2-Nov-15.

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:	6138948	Oracle Support Sales Representative:	Ann Tran
Offer Expires:	25-Nov-15	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:	Fan-Wa Wong	Account Contact:	ACCOUNTS PAYABLE
Account Name:	CITY & COUNTY OF SAN FRANCISCO	Account Name:	CITY & COUNTY OF SAN FRANCISCO
Address:	Department of Technology 1 South Van Ness Avenue, 2nd Floor SAN FRANCISCO CA 94103 United States	Address:	Department of Technology 1 South Van Ness Avenue, 2nd Floor SAN FRANCISCO CA 94103 United States
Telephone:	415 581-7151	Telephone:	-Not Available
Fax:		Fax:	
E-mail:	fan-wa.wong@sfgov.org	E-mail:	

"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 6138948, to Your Oracle Support Sales Representative identified in the table above.

SERVICE DETAILS

Hardware Technical Support Services						
Service Level: Oracle Premier Support for Systems						
Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 3101 Gold Camp Dr Rancho Cordova SACRAMENTO CA 95670 United States						
SUNDC Switch IB NM2-GW,LF	AK00152952		1	26-Nov-15	29-Nov-17	0.00
Dual rate transceiver: SFP+ SR. Support 1 Gb/sec and 10 Gb/sec dual rate		19291283	4	26-Nov-15	29-Nov-17	696.64
QSFP optical cable splitter: 50 meters, MPO to 4 LC		19291283	2	26-Nov-15	29-Nov-17	440.93
Exadata X3-2: model family		19293275	1	26-Nov-15	29-Nov-17	0.00
Exadata X3-2: model family	AK00161510	19293275	1	26-Nov-15	29-Nov-17	0.00
Exadata Database Machine X3-2 HC Eighth Rack		19293275	1	26-Nov-15	29-Nov-17	43,858.33
SUNDC SWITCH IB-36P MANAGED,LF	AK00158295	19293275	1	26-Nov-15	29-Nov-17	0.00
SUNDC SWITCH IB-36P MANAGED,LF	AK00158299	19293275	1	26-Nov-15	29-Nov-17	0.00
SWITCH,ENET,WS-C4948E-F-S,CISCO CATALYST,BACK TO FRONT COOLING	CAT1724S05V	19293275	1	26-Nov-15	29-Nov-17	0.00
X3-2,1U,E5-2690,256GB,4x 300GB,(BBU TRAY),ED X3-2,ROHS	1346NML0CL	19293275	1	26-Nov-15	29-Nov-17	0.00
X3-2,1U,E5-2690,256GB,4x 300GB,(BBU TRAY),ED X3-2,ROHS	1346NML0C1	19293275	1	26-Nov-15	29-Nov-17	0.00
X3-2L,2U,HI CAP SERVER,(BBU TRAY),ED X3-2,ROHS	1346NM503N	19293275	1	26-Nov-15	29-Nov-17	0.00
X3-2L,2U,HI CAP SERVER,(BBU TRAY),ED X3-2,ROHS	1345NM50CR	19293275	1	26-Nov-15	29-Nov-17	0.00
X3-2L,2U,HI CAP SERVER,(BBU TRAY),ED X3-2,ROHS	1346NM503X	19293275	1	26-Nov-15	29-Nov-17	0.00
Exadata X3-2: base rack		19293275	1	26-Nov-15	29-Nov-17	0.00
RACK 42U-1200 W/HEAVY DUTY PAL	2047RTN-1342RB 0002	19293275	1	26-Nov-15	29-Nov-17	0.00

Hardware Technical Support Services**Service Level: Oracle Premier Support for Systems**

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Oracle Advanced Support Gateway Server X3-2		19293275	1	26-Nov-15	29-Nov-17	1,604.82
ASSY,ORACLE ADVANCED SUPPORT GATEWAY 1U SERVER (X3-2)	S1320FML04V	19293275	1	26-Nov-15	29-Nov-17	0.00
Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15 A (for factory installation)		19293275	2	26-Nov-15	29-Nov-17	8.62
ASY,DS2 JBOD,20x3TB,4x73G SD,ROHS,EL/SSC	1328FMD00B	19293276	1	26-Nov-15	29-Nov-17	0.00
Exalogic Elastic Cloud X3-2 Base Rack		19293276	1	26-Nov-15	29-Nov-17	0.00
Exalogic Elastic Cloud X3-2 Eighth Rack for non-EU countries		19293276	1	26-Nov-15	29-Nov-17	49,839.06
Exalogic Elastic Cloud X3-2 for non-EU countries: model family		19293276	1	26-Nov-15	29-Nov-17	0.00
Exalogic Elastic Cloud X3-2 for non-EU countries: model family	AK00159191	19293276	1	26-Nov-15	29-Nov-17	0.00
RACK 42U-1200 W/HEAVY DUTY PAL	2047RTN-1338RB0023	19293276	1	26-Nov-15	29-Nov-17	0.00
SUNDC Switch IB NM2-GW,LF	AK00152949	19293276	1	26-Nov-15	29-Nov-17	0.00
SWITCH,ENET,WS-C4948E-F-S,CISCO CATALYST,BACK TO FRONT COOLING	CAT1728S8BU	19293276	1	26-Nov-15	29-Nov-17	0.00
X3-2,1U,2x E52690 2.9G,16x 16GB,2x 100GB SD,CX2,(BBU TRAY),EL X3-2 COMPUTE ND, ROHS	1333FML0C4	19293276	1	26-Nov-15	29-Nov-17	0.00
X3-2,1U,2x E52690 2.9G,16x 16GB,2x 100GB SD,CX2,(BBU TRAY),EL X3-2 COMPUTE ND, ROHS	1245FML098	19293276	1	26-Nov-15	29-Nov-17	0.00
X3-2,1U,2x E52690 2.9G,16x 16GB,2x 100GB SD,CX2,(BBU TRAY),EL X3-2 COMPUTE ND, ROHS	1325FML0BJ	19293276	1	26-Nov-15	29-Nov-17	0.00

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
X3-2,1U,2x E52690 2.9G,16x 16GB,2x 100GB SD,CX2,(BBU TRAY),EL X3-2 COMPUTE ND, ROHS	1325FML0C9	19293276	1	26-Nov-15	29-Nov-17	0.00
X4170M2,S7320 1U HEAD,E5620,96GB,4x 512GB SD,EL,ROHS	1333FMM02P	19293276	1	26-Nov-15	29-Nov-17	0.00
X4170M2,S7320 1U HEAD,E5620,96GB,4x 512GB SD,EL,ROHS	1333FMM02T	19293276	1	26-Nov-15	29-Nov-17	0.00

Hardware Technical Support Fees: USD 96,448.40

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 200 Paul Ave San Francisco San Francisco CA 94124 United States						
Exalogic Elastic Cloud X3-2 Base Rack		19289285	1	26-Nov-15	29-Nov-17	0.00
Exalogic Elastic Cloud X3-2 Eighth Rack for non-EU countries		19289285	1	26-Nov-15	29-Nov-17	50,331.25
Exalogic Elastic Cloud X3-2 for non-EU countries: model family		19289285	1	26-Nov-15	29-Nov-17	0.00
Exadata Database Machine X3-2 HC Eighth Rack		19289286	1	26-Nov-15	29-Nov-17	44,291.51
Exadata X3-2: base rack		19289286	1	26-Nov-15	29-Nov-17	0.00
Exadata X3-2: model family		19289286	1	26-Nov-15	29-Nov-17	0.00
Oracle Advanced Support Gateway Server X3-2		19289286	1	26-Nov-15	29-Nov-17	1,620.65
Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15 A (for factory installation)		19289286	2	26-Nov-15	29-Nov-17	8.71

Hardware Technical Support Fees: USD 96,252.12

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 1 Carlton B Goodlett Pl San Francisco SAN FRANCISCO CA 94102 United States						
Cable assembly: 35 feet, 24 awg, shld, cat 5E		19291296	4	27-Nov-15	29-Nov-17	18.69
Cable assembly: 8 feet, 24 awg, shld, cat 5E		19291296	2	27-Nov-15	29-Nov-17	6.41
StorageTek FC cable: OM2, 10 meters, 50/125, duplex, plenum, LC-LC connectors		19291296	4	27-Nov-15	29-Nov-17	46.15

Hardware Technical Support Fees: USD 71.25

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 3101 Gold Camp Dr Rancho Cordova SACRAMENTO CA 95670 United States						
Cable assembly: 35 feet, 24 awg, shld, cat 5E		19291283	4	3-Dec-15	29-Nov-17	18.54
Cable assembly: 8 feet, 24 awg, shld, cat 5E		19291283	2	3-Dec-15	29-Nov-17	6.36
FC cable: plenum, 50 meters, duplex, LC-LC, 50/125		19291283	4	3-Dec-15	29-Nov-17	96.73

Hardware Technical Support Fees: USD 121.63

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 200 Paul Ave San Francisco San Francisco CA 94124 United States						
Exalogic Elastic Cloud X4-2 Eighth Rack to Quarter Rack Upgrade for X3-2 and X2-2 racks		19289285	1	4-Feb-16	29-Nov-17	23,448.08
Exalogic Elastic Cloud X4-2: model family	AK00274305	19289285	1	4-Feb-16	29-Nov-17	0.00
Exalogic Elastic Cloud X4-2: model family		19289285	1	4-Feb-16	29-Nov-17	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1503NML04R	19289285	1	4-Feb-16	29-Nov-17	0.00

Hardware Technical Support Services						
Service Level: Oracle Premier Support for Systems						

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1503NML046	19289285	1	4-Feb-16	29-Nov-17	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1503NML044	19289285	1	4-Feb-16	29-Nov-17	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1503NML04W	19289285	1	4-Feb-16	29-Nov-17	0.00

Hardware Technical Support Fees: USD 23,448.08

Hardware Technical Support Services						
Service Level: Oracle Premier Support for Systems						

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 3101 Gold Camp Dr Rancho Cordova SACRAMENTO CA 95670 United States						
Exadata Database Machine X3-2 Eighth Rack to Quarter Rack Database Server Upgrade		19653972	1	5-Aug-16	29-Nov-17	20,917.48

Hardware Technical Support Fees: USD 20,917.48

Hardware Technical Support Services						
Service Level: Oracle Premier Support for Systems						

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: City and County of San Francisco - San Francisco Colocation Data Center 200 Paul Ave Suite 110 San Francisco SAN FR						
Exadata Database Machine X3-2 Eighth Rack to Quarter Rack Database Server Upgrade		19667215	1	28-Aug-16	29-Nov-17	19,919.34

Hardware Technical Support Fees: USD 19,919.34

Hardware Technical Support Services						
Service Level: Oracle Premier Support for Systems						

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 3101 Gold Camp Dr Rancho Cordova SACRAMENTO CA 95670 United States						
Exalogic Elastic Cloud X4-2 Eighth Rack to Quarter Rack Upgrade for X3-2 and X2-2 racks		19293276	1	18-Sep-16	29-Nov-17	15,444.00
Exalogic Elastic Cloud X4-2: model family	AK00238492	19293276	1	18-Sep-16	29-Nov-17	0.00
Exalogic Elastic Cloud X4-2: model family		19293276	1	18-Sep-16	29-Nov-17	0.00

Hardware Technical Support Services**Service Level: Oracle Premier Support for Systems**

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1429NML09U	19293276	1	18-Sep-16	29-Nov-17	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1429NML09P	19293276	1	18-Sep-16	29-Nov-17	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1429NML09N	19293276	1	18-Sep-16	29-Nov-17	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1429NML09N	19293276	1	18-Sep-16	29-Nov-17	0.00

Hardware Technical Support Fees: USD 15,444.00**Total Price: USD 272,622.30**

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-10013938-21-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: 6138948
- Total Price: USD 272,622.30 (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: 6138948
- Total Price: USD 272,622.30 (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**

Amendment Thirteen

THIS AMENDMENT (this "Amendment") is made as of July 6, 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 purchase additional software license updates and support services, extend the term of the agreement, 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 (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, **Amendment One** dated November 21, 2007, **Amendment Two** dated November 17, 2008, **Amendment Three** dated February 22, 2010, the **Assignment and Assumption Agreement** dated October 5, 2010, **Amendment Four** dated October 5, 2010, **Amendment Five** dated May 22, 2011, **Amendment Six** dated May 22, 2012, **Amendment Seven** dated April 1, 2013, **Amendment Eight** dated October 1, 2013, **Amendment Nine** dated May 30, 2014, **Amendment Ten** dated July 14, 2014, **Amendment Eleven** dated August 15, 2014, and **Amendment Twelve** dated March 5, 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:

1. Definitions.

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 of the Agreement, and Appendix H Section C(1).

AGREEMENT

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

AMENDMENT

Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment Nine, Amendment Ten, Amendment Eleven and this document, Amendment Twelve, 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.

**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, Appendices H, I, M and N, 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 eleven amendments 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, the ordering forms attached to Amendment Ten as Appendices J, K, and L, the ordering forms attached to Amendment Eleven as Appendix M, and the ordering forms attached to Amendment Twelve as Appendix N.
SOURCE CODE	The human readable compliable form of the Licensed Software to be provided by Contractor.
SPECIFICATIONS	The functional and operational characteristics of the Licenses Software as described in Contractor's current published Documentation.
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, (ii) the Effective Date of Amendment Eight incorporating Ordering Document (Appendix H) and continue for 12 (twelve) months for the software and each related update to the software, (iii) the Effective Date of this Amendment Nine incorporating Ordering Document (Appendix I) and continue for 12 (twelve) months for the software and each related update to the software, (iv) the Effective

Date of this Amendment Eleven incorporating Ordering Document (Appendix M) and continue for 12 (twelve) months for the software and each related update to the software, (v) the Effective Date of this Amendment Twelve incorporating Ordering Document (Appendix N) and continue for 12 (twelve) months for the software and each related update to the software, and (vi) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services.

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.

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 of the Agreement, and Appendix H Section C(1).

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA V071807), to which Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment Nine, Amendment Ten, Amendment Eleven, Amendment Twelve, and this document, Amendment Thirteen, are attached, shall be construed together as this "Agreement."

AMENDMENT Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment Nine, Amendment Ten, Amendment Eleven, Amendment Twelve and this document, Amendment Thirteen, 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.

**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, Appendices H, I, M, N, and O, 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 twelve amendments 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, the ordering forms attached to Amendment Ten as Appendices J, K, and L, the ordering forms attached to Amendment Eleven as Appendix M, the ordering forms attached to Amendment Twelve

as Appendix N, and the ordering forms attached to Amendment Thirteen as Appendix O.

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

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

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, (ii) the Effective Date of Amendment Eight incorporating Ordering Document (Appendix H) and continue for 12 (twelve) months for the software and each related update to the software, (iii) the Effective Date of this Amendment Nine incorporating Ordering Document (Appendix I) and continue for 12 (twelve) months for the software and each related update to the software, (iv) the Effective Date of this Amendment Eleven incorporating Ordering Document (Appendix M) and continue for 12 (twelve) months for the software and each related update to the software, (v) the Effective Date of this Amendment Twelve incorporating Ordering Document (Appendix N) and continue for 12 (twelve) months for the software and each related update to the software, and (vi) the Effective Date of this Amendment Thirteen incorporating Ordering Document (Appendix O) and continue for 12 (twelve) months for the software and each related update to the software, and (vii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services.

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. 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 ordering document attached as **Appendix N** to this Amendment Twelve, the amount for the Software Licenses updates and Support of the Identity Manager Connector fees shall be in an amount not to exceed eight thousand nine hundred and eight dollars and thirty seven cents (\$8,908.37). Support for the Licenses obtained pursuant to Appendix N shall be from May 30, 2015 to November 29, 2017.

In no event shall the aggregate amount of the Software License payments exceed three million one hundred and forty-nine thousand three hundred and twenty-nine dollars and no cents (\$3,149,329.00). In no event shall the aggregate amount of Support payments exceed three million nine hundred and seventy-nine thousand four hundred and sixty-six thousand and thirty-seven cents (\$3,979,466.37).

In no event shall the total amount for all software and services paid under this Agreement exceed seven million one hundred and twenty-eight thousand seven hundred and ninety-five dollars and thirty-seven cents (\$7,128,795.37).

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

Oracle Database - Amendment Thirteen - Identity Management Unlimited Deployment P-550 (7-11)	7 of 11	July 6, 2015
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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 ordering document attached as **Appendix O** to this Amendment Thirteen, the amount for the software update and support fees shall be in an amount not to exceed four hundred ninety-nine thousand two hundred and twenty-one dollars and sixty-five cents (\$499,221.65). Support for the Licenses obtained pursuant to Appendix O shall be from August 15, 2015 to November 29, 2017.

In no event shall the aggregate amount of the Software License payments exceed three million one hundred and forty-nine thousand three hundred and twenty-nine dollars and no cents (\$3,149,329.00). In no event shall the aggregate amount of Support payments

Oracle Database - Amendment Thirteen -- Identity Management Unlimited Deployment P-550 (7-11)	8 of 11	July 6, 2015
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exceed four million four hundred and seventy-eight thousand six hundred and eighty-eight dollars and two cents (\$4,478,688.02).

In no event shall the total amount for all software and services paid under this Agreement exceed seven million six hundred and twenty-eight thousand and seventeen dollars and two cents (\$7,628,017.02).

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.** Section 4, Term 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 license.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to November 29, 2017 for Appendices A-N, unless sooner terminated in accordance with the provisions of 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 license.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to November 29, 2017, for Appendices A-O, unless sooner terminated in accordance with the provisions of this Agreement.

2d. Appendix O. The Ordering Document, Support Service Number 6376106 dated 12-May-15 regarding Program Technical Support Services, Software Update License & Support, is added to the Agreement and incorporated by reference hereto as **Appendix O**.

2e. Appendix O. Pages 4 – 7 of Appendix O, and the “Please note the following” bullet points in page 3, are hereby deleted in their entirety.

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

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement, as previously amended, 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

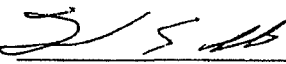
CONTRACTOR

Recommended by:

Oracle America, Inc.



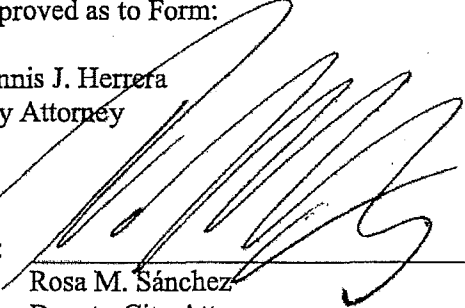
Miguel A. Gamboa, Jr.
City CIO and Executive Director
Department of Technology




David T. Atkins
Deal Manager
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:

Appendix O: Ordering Document dated 12-May-15, Support Service Number 6376106

ORACLE®

12-May-15

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 6376106 will expire, or have expired, on 14-Aug-15. 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 14-Jul-15.

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

ORACLE

GENERAL INFORMATION

OFFER EXPIRATION	ORACLE: Oracle America, Inc.	
Support Service Number: 6376106	Oracle Support Sales Representative: Ann Tran	
Offer Expires: 14-Aug-15	Telephone: 408.556.4833	
	Fax: 408.556.4833	
	E-mail: ann.tran@oracle.com	
CUSTOMER: City and 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: Controllers (COI06) City Hall Room 484, 1DR GOODLEFT Place, San Francisco CA 94102 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 6376106, 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
Oracle Database Enterprise Edition - Processor Perpetual	19651078	1		ULA	15-Aug-15	29-Nov-17	53,488.60
Oracle Diagnostics Pack - Processor Perpetual	19651078	1		ULA	15-Aug-15	29-Nov-17	7,556.05
Oracle Enterprise Identity Services Suite - Processor Perpetual	19651078	1		ULA	15-Aug-15	29-Nov-17	365,152.30
Oracle Management Pack Plus for Identity Management - Processor Perpetual	19651078	1		ULA	15-Aug-15	29-Nov-17	41,494.57
Oracle Real Application Clusters - Processor Perpetual	19651078	1		ULA	15-Aug-15	29-Nov-17	25,899.76
Oracle Tuning Pack - Processor Perpetual	19651078	1		ULA	15-Aug-15	29-Nov-17	5,630.37

Program Technical Support Fees: USD 499,221.65

Total Price: USD 499,221.65

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-10013938-21-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 NET 30 DAYS 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: 6376106
- Total Price: USD 499,221.65 (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: 6376106
- Total Price: USD 499,221.65 (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**

Amendment Twelve

THIS AMENDMENT (this "Amendment") is made as of **March 5, 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 purchase additional software license updates and support services, extend the term of the agreement, 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 (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, **Amendment One** dated November 21, 2007, **Amendment Two** dated November 17, 2008, **Amendment Three** dated February 22, 2010, the **Assignment and Assumption Agreement** dated October 5, 2010, **Amendment Four** dated October 5, 2010, **Amendment Five** dated May 22, 2011, **Amendment Six** dated May 22, 2012, **Amendment Seven** dated April 1, 2013, **Amendment Eight** dated October 1, 2013, **Amendment Nine** dated May 30, 2014, **Amendment Ten** dated July 14, 2014 and **Amendment Eleven** dated August 15, 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:

1. Definitions.

ACCEPTANCE

City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the Ordering Document, and post

Oracle Database - Amendment Twelve - Identity Management Unlimited Deployment P-550 (7-11)	1 of 11	March 5, 2015
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acceptance testing, if any, shall be governed by the procedures set forth in Section 8 of the Agreement, and Appendix H Section C(1).

AGREEMENT

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

AMENDMENT

Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment Nine, Amendment Ten and this document, Amendment Eleven, 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.

**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, Appendices H, I, and M, 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 eleven amendments 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, the ordering forms attached to Amendment Ten as Appendices J, K, and L, and the ordering forms attached to Amendment Eleven as Appendix M.
SOURCE CODE	The human readable compliable form of the Licensed Software to be provided by Contractor.
SPECIFICATIONS	The functional and operational characteristics of the Licenses Software as described in Contractor's current published Documentation.
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, (ii) the Effective Date of Amendment Eight incorporating Ordering Document (Appendix H) and continue for 12 (twelve) months for the software and each related update to the software, (iii) the Effective Date of this Amendment Nine incorporating Ordering Document (Appendix I) and continue for 12 (twelve) months for the software and each related update to the software, (iv) the Effective Date of this Amendment Eleven incorporating Ordering Document

(Appendix M) and continue for 12 (twelve) months for the software and each related update to the software, and (v) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services.

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.

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 of the Agreement, and Appendix H Section C(1).

AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA V071807), to which Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment Nine, Amendment Ten, Amendment Eleven and this document, Amendment Twelve, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment Nine, Amendment Ten, Amendment Eleven and this document, Amendment Twelve, 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.

**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, Appendices H, I, M and N, 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 eleven amendments 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, the ordering forms attached to Amendment Ten as Appendices J, K, and L, the ordering forms attached to Amendment Eleven as Appendix M, and the ordering forms attached to Amendment Twelve as Appendix N.
SOURCE CODE	The human readable compliable form of the Licensed Software to be provided by Contractor.

SPECIFICATIONS

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

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, (ii) the Effective Date of Amendment Eight incorporating Ordering Document (Appendix H) and continue for 12 (twelve) months for the software and each related update to the software, (iii) the Effective Date of this Amendment Nine incorporating Ordering Document (Appendix I) and continue for 12 (twelve) months for the software and each related update to the software, (iv) the Effective Date of this Amendment Eleven incorporating Ordering Document (Appendix M) and continue for 12 (twelve) months for the software and each related update to the software, (v) the Effective Date of this Amendment Twelve incorporating Ordering Document (Appendix N) and continue for 12 (twelve) months for the software and each related update to the software, and (vi) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services.

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. 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 ordering document attached as **Appendix M** to this Amendment Eleven, the amount for the Software Licenses, Identity Manager Software and Support fees shall be in an amount not to exceed six hundred and thirty-three thousand four hundred and thirty-four dollars and no cents (\$633,434.00). Support for the Licenses obtained pursuant to Appendix M shall be for one year from the Effective Date of this Amendment (August 15, 2014).

In no event shall the aggregate amount of the Software License payments exceed three million one hundred and forty-nine thousand three hundred and twenty-nine dollars and no cents (\$3,149,329.00). In no event shall the aggregate amount of Support payments exceed three million nine hundred and seventy thousand five hundred and fifty-eight dollars and no cents (\$3,970,558.00).

In no event shall the total amount for all software and services paid under this Agreement exceed seven million one hundred and nineteen thousand eight hundred and eighty-seven dollars and no cents (\$7,119,887.00).

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 ordering document attached as **Appendix N** to this Amendment Twelve, the amount for the Software Licenses updates and Support of the Identity Manager Connector fees shall be in an amount not to exceed eight thousand nine hundred and eight dollars and thirty seven cents (\$8,908.37). Support for the Licenses obtained pursuant to Appendix N shall be from May 30, 2015 to November 29, 2017.

In no event shall the aggregate amount of the Software License payments exceed three million one hundred and forty-nine thousand three hundred and twenty-nine dollars and no cents (\$3,149,329.00). In no event shall the aggregate amount of Support payments exceed three million nine hundred and seventy-nine thousand four hundred and sixty-six thousand and thirty-seven cents (\$3,979,466.37).

In no event shall the total amount for all software and services paid under this Agreement exceed seven million one hundred and twenty-eight thousand seven hundred and ninety-five dollars and thirty-seven cents (\$7,128,795.37).

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.** Section 4, Term 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 license.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to November 29, 2017 for Appendices A-L, unless sooner terminated in accordance with the provisions of this Agreement. Support for the licenses obtained pursuant to Appendix M shall be for one year commencing on the Effective Date of this Amendment Eleven, with an option to extend for an additional two (2) years and four (4) months.

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 license.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to November 29, 2017 for Appendices A-N, unless sooner terminated in accordance with the provisions of this Agreement.

2d. Appendix N. The Ordering Document, Support Service Number 6331017 dated 2-Mar-15 regarding the Oracle Identity Manager Connector license update and support, is added to the Agreement and incorporated by reference hereto as **Appendix N**.

2e. Appendix N. Pages 4 – 7 of Appendix N, and the “Please note the following” bullet points in page 3, are hereby deleted in their entirety.

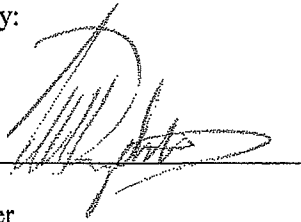
3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **March 5, 2015**.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement, as previously amended, 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

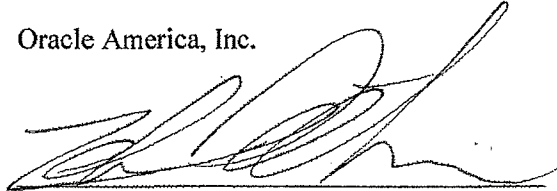
Recommended by:



Todd Rydstrom
Deputy Controller
Office of the Controller

CONTRACTOR

Oracle America, Inc.

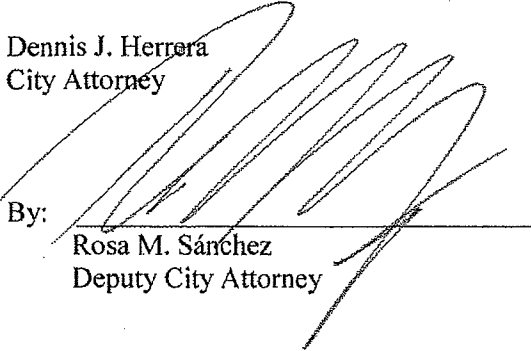


Zachary Davidson
Deal Manager, NA Deal Management

City vendor number: 41827

Approved as to Form:

Dennis J. Herrera
City Attorney



By:

Rosa M. Sánchez
Deputy City Attorney

Approved:

FOR 

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

Appendices:

Appendix N: Ordering Document dated 2-Mar-15, Support Service Number 6331017

ORACLE®

2-Mar-15

Wendy Hamilton
CITY & COUNTY OF SAN FRANCISCO
One South Van Ness Ave, 8th Fl
San Francisco
CA 94103
United States

Dear Wendy Hamilton

The technical support services provided under support service number 6331017 will expire, or have expired, on 29-May-15. 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 29-Apr-15.

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: 6331017 Offer Expires: 29-May-15	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: Wendy Hamilton Account Name: CITY & COUNTY OF SAN FRANCISCO Address: One South Van Ness Ave, 8th Fl San Francisco CA 94103 United States Telephone: Fax: E-mail: wendy.hamilton@sfgov.org	CUSTOMER BILL TO Account Contact: Wendy Hamilton Account Name: CITY & COUNTY OF SAN FRANCISCO Address: Controllers (COI06) City Hall Room 484, 1DR GOODLETT 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 6331017, 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
Oracle Identity Manager Connector - PeopleSoft Enterprise Applications - Connector Perpetual	19565520	1		LIMITED USE SPECIFIC D APP	30-May-15	29-Nov-17	8,908.37

Program Technical Support Fees: USD 8,908.37

Total Price: USD 8,908.37

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 NET 30 DAYS 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: 6331017
- Total Price: USD 8,908.37 (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: 6331017
- Total Price: USD 8,908.37 (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**

Amendment Eleven

THIS AMENDMENT (this "Amendment") is made as of **August 15, 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 purchase additional Identity Management program perpetual licenses, support services, extend the term of the agreement, 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 (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, **Amendment One** dated November 21, 2007, **Amendment Two** dated November 17, 2008, **Amendment Three** dated February 22, 2010, the **Assignment and Assumption Agreement** dated October 5, 2010, **Amendment Four** dated October 5, 2010, **Amendment Five** dated May 22, 2011, **Amendment Six** dated May 22, 2012, **Amendment Seven** dated April 1, 2013, **Amendment Eight** dated October 1, 2013, **Amendment Nine** dated May 30, 2014, and **Amendment Ten** 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:

1. Definitions.

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 of the Agreement, Appendix H Section C(1), and Appendix I Section B(12).

AGREEMENT

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

AMENDMENT

Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment 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 OLSAv071807.

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, Appendices H, and I, 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 ten amendments 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 ordering forms attached to Amendment Ten as Appendices J, K, and L.
SOURCE CODE	The human readable compliable form of the Licensed Software to be provided by Contractor.
SPECIFICATIONS	The functional and operational characteristics of the Licenses Software as described in Contractor's current published Documentation.
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 Effective Date of Amendment Eight incorporating Ordering Document (Appendix H) and continue for 12 (twelve) months for the software and each related update to the software, (iii) the Effective Date of this Amendment Nine incorporating Ordering Document (Appendix I) and continue for 12 (twelve) months for the software and each related update to the software and (iv) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services.

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 Ordering Document, and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8 of the Agreement, and Appendix H Section C(1).
AGREEMENT	The Oracle pre-printed License and Services Agreement (OLSA V071807), to which Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment Nine, Amendment Ten and this document, Amendment Eleven, are attached, and these documents shall be construed together as this "Agreement."
AMENDMENT	Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment Nine, Amendment Ten and this document, Amendment Eleven, 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.
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, Appendices H, I, and M, 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 eleven amendments 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, the ordering forms attached to Amendment Ten as Appendices J, K, and L, and the ordering forms attached to Amendment Eleven as Appendix M.

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

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

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, (ii) the Effective Date of Amendment Eight incorporating Ordering Document (Appendix H) and continue for 12 (twelve) months for the software and each related update to the software, (iii) the Effective Date of this Amendment Nine incorporating Ordering Document (Appendix I) and continue for 12 (twelve) months for the software and each related update to the software, (iv) the Effective Date of this Amendment Eleven incorporating Ordering Document (Appendix M) and continue for 12 (twelve) months for the software and each related update to the software, and (v) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services.

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. 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.

In no event shall the aggregate amount of the Software License payments exceed two million six hundred and forty-nine thousand one hundred and twenty-nine dollars and no cents (\$2,649,129.00). In no event shall the aggregate amount of Support payments exceed three million eight hundred and thirty seven thousand three hundred and twenty-four dollars and no cents (\$3,837,324.00).

In no event shall the total amount for all software and services paid under this Agreement exceed six million four hundred and eighty-six thousand four hundred and fifty-three dollars and no cents (\$6,486,453.00).

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 ordering document attached as **Appendix M** to this Amendment Eleven, the amount for the Software Licenses, Identity Manager Software and Support fees shall be in an amount not to exceed six hundred and thirty-three thousand four hundred and thirty-four dollars and no cents (\$633,434.00). Support for the Licenses obtained pursuant to Appendix M shall be for one year from the Effective Date of this Amendment (August 15, 2014).

In no event shall the aggregate amount of the Software License payments exceed three million one hundred and forty-nine thousand three hundred and twenty-nine dollars and no cents (\$3,149,329.00). In no event shall the aggregate amount of Support payments exceed three million nine hundred and seventy thousand five hundred and fifty-eight dollars and no cents (\$3,970,558.00).

In no event shall the total amount for all software and services paid under this Agreement exceed seven million one hundred and nineteen thousand eight hundred and eighty-seven dollars and no cents (\$7,119,887.00).

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. Section 4, Term 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 license.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to November 29, 2017 for Appendices A-L, unless sooner terminated in accordance with the provisions of 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 license.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to November 29, 2017 for Appendices A-L, unless sooner terminated in accordance with the provisions of this Agreement. Support for the licenses obtained pursuant to Appendix M shall be for one year commencing on the Effective Date of this Amendment Eleven, with an option to extend for an additional two (2) years and four (4) months.

2d. Section 25. Section 25, Liability of the Parties, of the Agreement shall remain as currently written and the following new paragraphs shall be added to the end of it:

WITH RESPECT ONLY TO APPENDIX I AND APPENDIX M, THE PARTIES AGREE THAT, 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 APPENDIX I AND/OR APPENDIX M OF THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH APPENDIX I AND/OR APPENDIX M. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO APPENDIX I AND/OR APPENDIX M OF THIS AGREEMENT SHALL BE CAPPED AT THE GREATER OF FEES THE CITY PAID TO CONTRACTOR UNDER APPENDIX I AND APPENDIX M FOR LICENSE, SERVICES AND MAINTENANCE OR TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,500,000.00). FOR AVOIDANCE OF DOUBT, THE PARTIES AGREE THAT (i) THE SECOND AND FOURTH PARAGRAPHS OF SECTION 25 SHALL NOT APPLY TO APPENDIX I OR APPENDIX M, (ii) THE FIRST AND THIRD PARAGRAPHS OF SECTION 25 SHALL APPLY TO THIS LIMITATION OF LIABILITY FOR APPENDIX I AND APPENDIX M, AND (iii) AS OF THE EFFECTIVE DATE OF THIS AMENDMENT ELEVEN, THIS SECTION 2D OF

AMENDMENT ELEVEN SHALL REPLACE THE TERMS APPLICABLE TO APPENDIX I IN SECTION 2D OF AMENDMENT NINE.

2e. Appendix M. The Ordering Document with the footer reference date of 18-JUN-2014 regarding the Software Licenses and Identity Manager Software, is added to the Agreement and incorporated by reference hereto as **Appendix M**.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **August 15, 2014**.

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

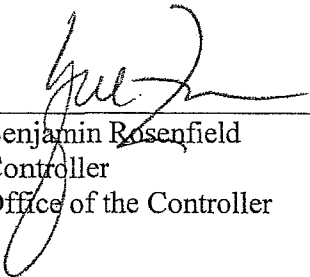
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

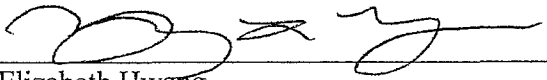
CONTRACTOR

Recommended by:

Oracle America, Inc.



Benjamin Rosenfield
Controller
Office of the Controller

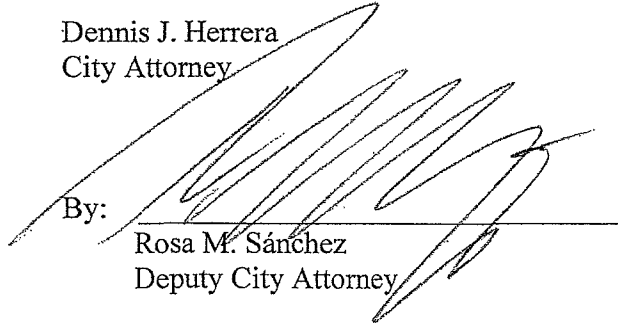


Elizabeth Hwang
Senior Contracts Manager,
Public Sector License Contracts

City vendor number: 41827

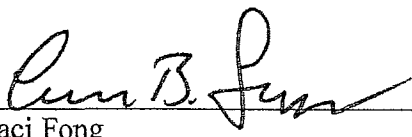
Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Rosa M. Sánchez
Deputy City Attorney

Approved:

FOR  *8/15/14*

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

Appendices:

Appendix M: Ordering Document dated 18-JUN-2014

Appendix M

ORACLE

ORDERING DOCUMENT

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

Your Name	CITY & COUNTY OF SAN FRANCISCO	Your Contact	Jack Wood
Your Location	One South Van Ness Avenue, 8th Floor	Phone Number	415-701-3438
	San Francisco, CA 94103	Email Address	Jack.wood@sfgov.org

Product Description / License Type	Quantity
* Oracle Enterprise Identity Services Suite - Processor Perpetual Software Update License & Support	Unlimited
* + Oracle Database Enterprise Edition - Processor Perpetual Software Update License & Support	Unlimited
* + Real Application Clusters - Processor Perpetual Software Update License & Support	Unlimited
* + Tuning Pack - Processor Perpetual Software Update License & Support	Unlimited
* + Management Pack Plus for Identity Management - Processor Perpetual Software Update License & Support	Unlimited
* + Diagnostics Pack - Processor Perpetual Software Update License & Support	Unlimited

Fee Description	Net Fee
Program Fees	500,200.00
Technical Support Fees for New Licenses	110,044.00
Technical Support Fees for Converted and Replaced Licenses	107,397.41
Credit for Unused Support	(84,208.04)
Total Fees	633,433.37

A. Agreement and Ordered Programs

1. Agreement

a. This order incorporates by reference the terms of the Oracle License and Services Agreement V071807 dated November 21, 2007, Amendment One dated November 21, 2007, Amendment Two dated November 17, 2008, Amendment Three dated February 22, 2010, the Assignment and Assumption Agreement dated October 5, 2010, Amendment Four dated October 5, 2010, Amendment Five dated May 22, 2011, Amendment Six dated May 22, 2012, Amendment Seven dated April 1, 2013, Amendment Eight dated October 1, 2013, Amendment Nine dated May 30, 2014, Amendment Ten dated July 14, 2014, and Amendment Eleven dated August 15, 2014 between Oracle America, Inc. ("Oracle") and You (collectively, the "Agreement," Oracle reference name: **US-OLSA-10013938-21-NOV-2007**). The following defined terms in the Agreement shall have the same meaning as the stated terms in this order: "agreement" and "Agreement"; "programs" and "Programs"; "program documentation" and "Program Documentation"; "services" and "Program-related Service Offerings"/"Hardware-related Service Offerings"; "Software Updates," "technical support" or "Product Support" and "Software Update License & Support"; "you/your" and "You/Your".

2. Programs and Services

The Programs designated above with an asterisk ("*") are for use by an unlimited number of the associated license type(s) as specified above during the Unlimited Deployment Period (as defined in section C.1.a below), subject to the fixing requirements and all other terms and conditions of this order (each such Program being referred to as an "Unlimited Deployment Program" and collectively as the "Unlimited Deployment Programs").

B. General Terms

1. Customer Definition and Limited Use

a. Notwithstanding anything to the contrary in the Agreement, for purposes of this order only, "You" and "Your" shall mean the CITY AND COUNTY OF SAN FRANCISCO. Only You and the Authorized Users as defined in section B.1.c below will be allowed to use the Programs licensed under this order within the limited use as described in section B.1.b below. No other entities may access or use any of the Programs and such Programs may not be used for the benefit of (e.g., to track or process the data of or for) such entities.

b. Limited Use. All Programs listed in the tables above section A are limited use Programs. These Programs may only be used for Your internal municipal business operations for the purpose of the **Enterprise Identity Management** project. Furthermore, the programs denoted with a "+" symbol in the tables above section A may be used only in conjunction with the Oracle Enterprise Identity Services Suite – Processor program acquired under this ordering document.

Appendix M

c. **Authorized Users.** The Programs acquired under this ordering document are limited-use programs that may only be used by You, Your agents and contractors, Your active employees in Your active directory, and Your benefits beneficiaries (collectively, the "Authorized Users"). You warrant and represent that You have the full legal authority to bind the Authorized Users to the terms and conditions of this ordering document and the Agreement, and that You shall be responsible for any breach by such Authorized Users.

2. Summary of Fees

You have ordered the Program licenses and 12 months of technical support services. 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.

3. Territory

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

4. 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. License fees are invoiced as of the commencement date. Service fees are invoiced in arrears of the service performance; specifically, technical support fees are invoiced quarterly in arrears.
- c. In addition to the fees listed in the table(s) above section A, Oracle will invoice You for any applicable shipping charges or applicable taxes.
- d. 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, (i) 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 (ii) 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.
- e. The technical support fees due under this order shall be reduced by the amount of unused technical support associated with the Converted and Replaced Licenses (as defined in section D.1 below), provided the invoices for such technical support have been paid in full. The amount of unused technical support as of August 15, 2014 is \$84,208.04 and represents an estimate of the technical support fee credit. The actual support fee reduction will be processed as of the effective date of this order.
- f. Provided that the Authorized Users 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 for applicable sales taxes arising from the imposition of sales taxes based on the net license and net technical support fees for the program licenses listed in the tables above section A, as specified via invoicing, if tangible media is ordered by you causing the exemption associated with the electronic delivery of the program licenses listed in the tables above section A to be invalidated.

5. Delivery and Installation

- a. You shall be responsible for installation of the software.
- 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. Through the Internet URL, You can access and electronically download to Your California location the current production release as of the effective date below of the software and related program documentation for each program listed above. 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 web site specified above. You acknowledge 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 may be due and You agree to reimburse Oracle for any applicable sales taxes related to acquisition of such updates as specified in the agreement.

6. Total Support Stream

- a. For purposes of this order, the "Total Support Stream" shall mean: (i) the existing technical support for the Converted and Replaced Licenses (as defined in section D.1 below); and (ii) the technical support for the Program licenses specified in the table(s) above section A.

7. Order of Precedence

In the event of any inconsistencies between the Agreement and this order, the Agreement shall take precedence.

8. Offer Validity

This order is valid through 15-AUG-2014, and shall become binding upon execution by You and acceptance by Oracle.

Appendix M

9. 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.

10. 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, order, and Program documentation.

11. 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.

12. Commencement Date

All Program licenses and the period of performance for all services are effective upon the effective date of this order.

13. Oracle's License Definitions and Rules

A copy of Oracle License Definitions and Rules, which shall only apply to software and software licenses purchased through this ordering document, is attached hereto and incorporated by reference.

C. Unlimited Deployment

1. Unlimited Deployment Right

a. **General.** In consideration of the payment to Oracle of the license and technical support fees specified in the table(s) located above section A, for two (2) years from the effective date of this order (or such earlier period as set forth below in section C.1.c) (the "Unlimited Deployment Period"), the Authorized Users will receive the right to use the Unlimited Deployment Programs on or by an unlimited number of Processors (the "Unlimited Deployment Right"), provided that (i) the Authorized Users' use of such Unlimited Deployment Programs shall be in compliance with the terms of the Agreement and this order, and (ii) You continuously maintain the Total Support Stream.

On the second anniversary of the effective date of this order (or earlier as set forth below in section C.1.c), the Unlimited Deployment Period and Unlimited Deployment right shall terminate, and within 30 days of such second anniversary (or earlier as set forth in section C.1.c) (the "Certification Date"), You and Oracle shall follow the certification process set forth in section C.1.b below.

b. **Certification Process.** On the Certification Date (or Accelerated Certification Date (as defined below), if applicable), You shall furnish Oracle with a certification signed by a C-level executive of Your entity verifying the quantities of Processors for each Unlimited Deployment Program installed and running by the Authorized Users and the locations by country where such Processor licenses are installed and running as of the date on which the Unlimited Deployment Period ends (such certified quantity, the "Certified Deployment"). On the date the Unlimited Deployment Period ends, the Authorized Users' quantity of Processor licenses of the Unlimited Deployment Programs shall be fixed and limited as set forth in the Certified Deployment.

c. **Breach of Unlimited Deployment Terms.** Upon the date that any Authorized User first fails to meet any of the conditions specified in section C.1.a above (the "Non-Compliance Date"), then the Unlimited Deployment Period and the Unlimited Deployment Right shall immediately terminate, the Certification Date shall be accelerated to 15 business days after the Non-Compliance Date (the "Accelerated Certification Date"), and You and Oracle shall follow the certification process set forth in section C.1.b above.

Neither You nor the Authorized Users shall be entitled to any credit or refund as a result of such termination of the Unlimited Deployment Period. If Your non-compliance is due to failure to maintain the Total Support Stream, Your Program licenses after the Non-Compliance Date and all desupported licenses will be subject to Oracle's technical support pricing and policies in effect on the Non-Compliance Date.

d. **End of Unlimited Deployment Period.** Following the end of the Unlimited Deployment Period, Your use of the Programs licensed and certified pursuant to the certification process set forth in section C.1.b will continue to be in accordance with the Agreement and this order.

Following the end of the Unlimited Deployment Period, and regardless of the quantity of Program licenses in Your Certified Deployment, Your annual technical support fee for the Programs licensed under this order shall be based on but shall in no event be less than the annual technical support fee You paid for such Program licenses at the support renewal immediately prior to the end of the Unlimited Deployment Period.

If at any time after the end of the Unlimited Deployment Period Your use of the Programs licensed and certified pursuant to the certification process set forth in section C.1.b exceeds the Certified Deployment, then You must acquire additional licenses and technical support for such Program(s) for such exceeded use in accordance with Oracle's then current prices and policies.

If at any time after the end of the Unlimited Deployment Period Your use of the Programs licensed and certified pursuant to the certification process set forth in section C.1.b decreases such that such use is below the Certified Deployment, neither You nor the Authorized Users shall be entitled to a refund or credit of any license and/or technical support fees paid under this order.

e. **Restriction on Assignment.** Notwithstanding anything to the contrary in the Agreement, during the Unlimited Deployment Period You may not assign any of the Program licenses acquired under this order (including, without limitation, the Unlimited Deployment Programs), or give or transfer an interest in them to another individual or entity.

D. Other

1. Converted and Replaced Licenses

a. **General.** In connection with the Unlimited Deployment Right granted under this order, all licenses of any versions or releases of the Unlimited Deployment Programs that were acquired by You prior to the effective date of this order shall be converted and replaced as of the effective date of this order (the

Appendix M

"Converted and Replaced Licenses"). The Converted and Replaced Licenses are specified on the attached Converted and Replaced Licenses Exhibit. Neither You nor the Authorized Users will have any right to use the Converted and Replaced Licenses any longer, and neither You nor the Authorized Users will be permitted to reinstate the Converted and Replaced Licenses. Neither You nor the Authorized Users shall be entitled to a credit or refund of license fees for the Converted and Replaced Licenses.

b. **Omitted Licenses.** The parties agree that they have worked in good faith to list on the Converted and Replaced Licenses Exhibit all licenses of any versions or releases of the Unlimited Deployment Programs that were acquired by You prior to the effective date of this order. However, the parties acknowledge that some of such licenses may have been inadvertently omitted ("Omitted Licenses") from the Converted and Replaced Licenses Exhibit and that technical support fees associated with the Omitted Licenses were therefore excluded from the Total Support Stream. If at any time following the effective date of this order either You or Oracle discovers any Omitted Licenses, then the parties agree that: (i) You will continue to pay all technical support fees due in connection with the Omitted Licenses during the Unlimited Deployment Period, and (ii) the parties will amend this order to add the Omitted Licenses to the Converted and Replaced Licenses Exhibit and to include the technical support fees associated with the Omitted Licenses in the Total Support Stream. Neither You nor the Authorized Users shall be entitled to a refund or credit of any license and/or technical support fees as the result of any adjustment specified herein.

2. Technical Support Cap

a. Notwithstanding anything to the contrary in the Agreement, Software Update License & Support (or any successor technical support offering to Software Update License & Support; "SULS") for the Programs acquired above section A of this order may be renewed annually and, if You renew such technical support, then for the first and second renewal years the annual fee for such technical support will not increase by more than 0% over the prior year's fees. The technical support caps set forth in the preceding sentence are granted, provided that, (i) with respect to each technical support renewal year that occurs during the Unlimited Deployment Period, You renew the Total Support Stream, and (ii) with respect to each technical support renewal year that occurs after the end of the Unlimited Deployment Period, You renew the total technical support due under this order for the same number of licenses for the same Programs as the previous year.

b. For the purposes of the first renewal year, the amount of the prior year's fees is equal to \$217,441.41.

CITY & COUNTY OF SAN FRANCISCO	Oracle America, Inc.
Signature <u><i>Monique Zmuda</i></u>	Signature <u><i>Elizabeth Hwang</i></u>
Name <u>MONIQUE ZMUDA</u>	Name <u>Elizabeth Hwang</u>
Title <u>Dep Controller</u>	Title <u>Senior Contracts Manager</u>
Signature Date <u>8/20/14</u>	Signature Date <u>8/18/14</u>
Effective Date (to be completed by Oracle) _____	

Appendix M

CERTIFICATE OF ELECTRONIC DELIVERY

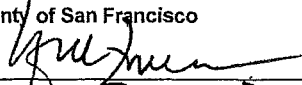
This Certificate of Electronic Delivery is executed as of the effective date set forth below **City and County of San Francisco** ("You") and relates to the electronic delivery of certain software programs provided by Oracle America, Inc. ("Oracle"). This Certificate of Electronic Delivery shall be governed by the terms of the Oracle Licenses and Services Agreement V071807 between You and Oracle dated November 21, 2007, Amendment One dated November 21, 2007, Amendment Two dated November 17, 2008, Amendment Three dated February 22, 2010, the Assignment and Assumption Agreement dated October 5, 2010, Amendment Four dated October 5, 2010, Amendment Five dated May 22, 2011, Amendment Six dated May 22, 2012, Amendment Seven dated April 1, 2013, Amendment Eight dated October 1, 2013, Amendment Nine dated May 30, 2014, Amendment Ten dated July 14, 2014, and Amendment Eleven dated August 15, 2014 between You and Oracle (collectively, the "Agreement," Oracle reference name: US-OLSA-10013938-21-NOV-2007).

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 _____ [to be completed by Oracle] (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 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 _____ [to be completed by Oracle]

City and County of San Francisco

Signature: 

Name: Maxime Zmuda

Title: Deputy Controller

Appendix M

Oracle Definitions and Licensing Rules

To fully understand Customer's license grant, Customer needs to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

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.

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.

Order Specific License Definitions and Rules

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed program 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 (with the exception of Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 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). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence

Failover: Subject to the conditions that follow below, your license for the programs listed on the US Oracle Technology Price List, which may be accessed at <http://www.oracle.com/corporate/pricing/pricelists.html>, 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 (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

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. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle program binary files are copied or synchronized.

Appendix M

Converted and Replaced Licenses Exhibit

Existing License	Existing Quantity	License Metric	GS#
Diagnostics Pack	2	PROCESSOR	19565520
Management Pack Plus for Identity Management	5	PROCESSOR	19565520
Real Application Clusters	2	PROCESSOR	19565520
Oracle Enterprise Identity Services Suite	5	PROCESSOR	19565520
Tuning Pack	2	PROCESSOR	19565520
Oracle Database Enterprise Edition	2	PROCESSOR	19565520

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

Amendment Ten

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 purchase support services, extend the term of the agreement, 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 (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, **Amendment One** dated November 21, 2007, **Amendment Two** dated November 17, 2008, **Amendment Three** dated February 22, 2010, the **Assignment and Assumption Agreement** dated October 5, 2010, **Amendment Four** dated October 5, 2010, **Amendment Five** dated May 22, 2011, **Amendment Six** dated May 22, 2012, **Amendment Seven** dated April 1, 2013, **Amendment Eight** dated October 1, 2013, and **Amendment Nine** dated May 30, 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:

1. Definitions.

ACCEPTANCE

City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the Ordering Document, and post

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acceptance testing, if any, shall be governed by the procedures set forth in Section 8 of the Agreement and Appendix I Section B(12).

AGREEMENT

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

AMENDMENT

Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment 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 OLSAv071807.

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, Appendix H, 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.

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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 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 Licenses Software as described in Contractor's current published Documentation.
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 Effective Date of Amendment Eight incorporating Ordering Document (Appendix H) and continue for 12 (twelve) months for the software and each related update to the software, (iii) the Effective Date of this Amendment Nine incorporating Ordering Document (Appendix I) and continue for 12 (twelve) months for the software and each related update to the software and (iv) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services.

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 Ordering Document, and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8 of the Agreement, Appendix H Section C(1), and Appendix I Section B(12).
AGREEMENT	The Oracle pre-printed License and Services Agreement (OLSA V071807), to which Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment Nine and this document, Amendment Ten, are attached, and these documents shall be construed together as this "Agreement."
AMENDMENT	Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment 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 OLSAv071807.
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, Appendices H, and I, 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 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 ordering forms attached to Amendment Ten as Appendices J, K, and L.
- SOURCE CODE** The human readable compliable form of the Licensed Software to be provided by Contractor.
- SPECIFICATIONS** The functional and operational characteristics of the Licenses Software as described in Contractor's current published Documentation.
- 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 Effective Date of Amendment Eight incorporating Ordering Document (Appendix H) and continue for 12 (twelve) months for the software and each related update to the software, (iii) the Effective Date of this Amendment Nine incorporating Ordering Document (Appendix I) and continue for 12 (twelve) months for the software and each related update to the software and (iv) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services.

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. 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 ordering document attached as **Appendix I** to this Amendment Ten, the amount for the Software Licenses, Identity Manager Software and Support fees shall be in an amount not to exceed six hundred and eleven thousand four-hundred and sixty-four dollars and no cents (\$611,464.00). Support for the Licenses obtained pursuant to Appendix I shall be for one year from the Effective Date of this Amendment (May 30, 2014).

In no event shall the aggregate amount of the Software License payments exceed two million six hundred and forty-nine thousand one hundred and twenty-nine dollars and no cents (\$2,649,129.00). In no event shall the aggregate amount of Support payments exceed two million two hundred and three thousand two hundred and forty-two dollars and no cents (\$2,203,242.00).

In no event shall the total amount for all software and services paid under this Agreement exceed four million eight hundred and fifty-two thousand three hundred and seventy-one dollars and no cents (\$4,852,371.00).

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.

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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 aggregate amount of the Software License payments exceed two million six hundred and forty-nine thousand one hundred and twenty-nine dollars and no cents (\$2,649,129.00). In no event shall the aggregate amount of Support payments exceed three million eight hundred and thirty seven thousand three hundred and twenty-four dollars and no cents (\$3,837,324.00).

In no event shall the total amount for all software and services paid under this Agreement exceed six million four hundred and eighty-six thousand four hundred and fifty-three dollars and no cents (\$6,486,453.00).

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. Section 4, Term 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 license.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to July 15, 2014 for Appendices A-G, unless sooner terminated in accordance with the provisions of this Agreement. Support for the Licenses obtained pursuant to Appendix H and Appendix I shall be for one year from the respective Effective Date of each appendix. This term

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may be renewed annually at City's option for two (2) additional one year terms (with the price caps set forth in Section 1.3 of Amendment One to the November 2007 Ordering Document, Appendix E; Section D.2 of Appendix H; and Section D.1 of Appendix I) 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 license.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to **November 29, 2017** for Appendices A-L, unless sooner terminated in accordance with the provisions of this Agreement.

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 J.** The Ordering Document dated 21-May-14 for support service number 5137277 is added to the Agreement and incorporated by reference hereto as **Appendix J**.

2f. **Appendix K.** The Ordering Document dated 21-May-14 for support service number 6083230 is added to the Agreement and incorporated by reference hereto as **Appendix K**.

2g. **Appendix L.** The Ordering Document dated 21-May-14 for support service number 6083264 is added to the Agreement and incorporated by reference hereto as **Appendix L**.

2h. **Appendix J.** Pages 5 – 8 of Appendix J are hereby deleted in their entirety.

2i. **Appendix K.** Pages 4 – 7 of Appendix K are hereby deleted in their entirety.

2j. **Appendix L.** Pages 4 – 7 of Appendix L 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, as previously amended, shall remain unchanged and in full force and effect.

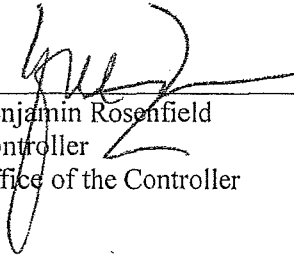
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

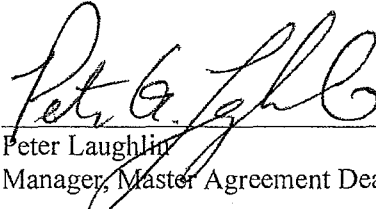
CITY

CONTRACTOR

Recommended by:

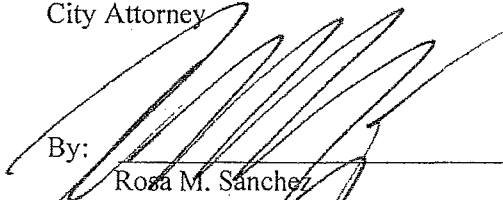
Oracle America, Inc.


Benjamin Rosenfield
Controller
Office of the Controller

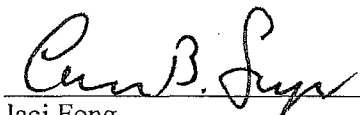
 August 7, 2014
Peter Laughlin
Manager, Master Agreement Deal Management
City vendor number: 41827

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Rosa M. Sanchez
Deputy City Attorney

Approved:

 8/15/14
Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

Appendices:

- Appendix J: Ordering Document dated 21-May-14 for support service number 5137277
- Appendix K: Ordering Document dated 21-May-14 for support service number 6083230
- Appendix L: Ordering Document dated 21-May-14 for support service number 6083264

RECEIVED
PURCHASING DEPARTMENT
14 AUG 13 PM 4:36



30-Jul-14

Wendy Hamilton
City and County of San Francisco Office of the Controller
1 South Van Ness Ave.
Suite 800
San Francisco
CA 94103
United States

Dear Wendy Hamilton

The technical support services provided under support service number 5137277 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 6-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:	5137277	Oracle Support Sales Representative:	Ann Tran
Offer Expires:	6-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 and County of San Francisco Office of the Controller	Account Name:	CITY & COUNTY OF SAN FRANCISCO
Address:	1 South Van Ness Ave. Suite 800 San Francisco CA 94103 United States	Address:	Controller's Ofc City Hall Rm 484,1 Dr Goodlett Pl San Francisco CA 94102 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 5137277, 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
Provisioning and Patch Automation Pack for Database - Processor Perpetual	18061892	44		FULL USE	16-Jul-14	29-Nov-17	55,489.08
Oracle Application Management Suite for PeopleSoft - Processor Perpetual	18061892	64		FULL USE	16-Jul-14	29-Nov-17	38,626.78
Configuration Management Pack for Oracle Database - Processor Perpetual	18061892	44		FULL USE	16-Jul-14	29-Nov-17	61,736.46
Oracle Active Data Guard - Processor Perpetual	18061892	44		FULL USE	16-Jul-14	29-Nov-17	22,212.93
Tuning Pack - Processor Perpetual	18061892	44		FULL USE	16-Jul-14	29-Nov-17	61,736.46
Partitioning - Processor Perpetual	18061892	44		FULL USE	16-Jul-14	29-Nov-17	80,366.33
Oracle Database Enterprise Edition - Processor Perpetual	18061892	44		FULL USE	16-Jul-14	29-Nov-17	743,324.23
Diagnostics Pack - Processor Perpetual	18061892	44		FULL USE	16-Jul-14	29-Nov-17	61,736.46
Advanced Security - Processor Perpetual	18061892	44		FULL USE	16-Jul-14	29-Nov-17	106,341.95
Test Manager - Named User Plus Perpetual	16859171	4		LIMITED USE SPECIFIED APP	16-Jul-14	29-Nov-17	3,927.32
Functional Testing - Named User Plus Perpetual	16859171	1		LIMITED USE SPECIFIED APP	16-Jul-14	29-Nov-17	3,927.31
Load Testing Controller - Processor Perpetual	16859171	2		LIMITED USE SPECIFIED APP	16-Jul-14	29-Nov-17	6,872.84
Load Testing - Named User Plus Perpetual	16859171	500		LIMITED USE SPECIFIED APP	16-Jul-14	29-Nov-17	24,545.83
Test Manager - Named User Plus Perpetual	17987615	2		FULL USE	16-Jul-14	29-Nov-17	2,357.10

Program Technical Support Fees: USD 1,273,201.08

Total Price: USD 1,273,201.08

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 and County of San Francisco Office of the Controller represents that Customer has authorized City and County of San Francisco Office of the Controller to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City and County of San Francisco Office of the Controller agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. City and County of San Francisco Office of the Controller 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 NET 30 DAYS 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 and County of San Francisco Office of the Controller is a tax exempt organization, a copy of City and County of San Francisco Office of the Controller's tax exemption certificate must be submitted with City and County of San Francisco Office of the Controller'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: 5137277
- Total Price: USD 1,273,201.08 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, City and County of San Francisco Office of the Controller 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: 5137277
- Total Price: USD 1,273,201.08 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, City and County of San Francisco Office of the Controller 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 and County of San Francisco Office of the Controller 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

Appendix K

ORACLE

21-May-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 6083230 will expire, or have expired, on 14-Nov-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 16-Oct-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:	6083230	Oracle Support Sales Representative:	Ann Tran
Offer Expires:	14-Nov-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:	415-7013492
Fax:		Fax:	
E-mail:	Wendy.Hamilton@sfgov.org	E-mail:	

"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 6083230, 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
Real Application Clusters - Processor Perpetual	19297747	16		LIMITED USE SPECIFIED APP	15-Nov-14	29-Nov-17	76,324.21
Oracle GoldenGate - Processor Perpetual	19297747	16		LIMITED USE SPECIFIED APP	15-Nov-14	29-Nov-17	58,072.77
Oracle Data Masking Pack - Processor Perpetual	19297747	8		LIMITED USE SPECIFIED APP	15-Nov-14	29-Nov-17	19,081.05

Program Technical Support Fees: USD 153,478.03

Total Price: USD 153,478.03

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 NET 30 DAYS 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: 6083230
- Total Price: USD 153,478.03 (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: 6083230
- Total Price: USD 153,478.03 (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



21-May-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 6083264 will expire, or have expired, on 14-Nov-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 16-Oct-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: 6083264 Offer Expires: 14-Nov-14	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: Wendy Hamilton 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: 415 701.3492 Fax: E-mail: Wendy.Hamilton@sfgov.org	CUSTOMER BILL TO Account Contact: Wendy Hamilton 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: 415-7013492 Fax: E-mail:

"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 6083264, 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
Exadata Storage Server Software - Disk Drive Perpetual	19299756	36		LIMITED USE SPECIFIC D APP	15-Nov-14	29-Nov-17	74,664.99
Oracle Exalogic Elastic Cloud Software - Processor Perpetual	19299757	64		LIMITED USE SPECIFIC D APP	15-Nov-14	29-Nov-17	132,737.75

Program Technical Support Fees: USD 207,402.74

Total Price: USD 207,402.74

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 NET 30 DAYS 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: 6083264
- Total Price: USD 207,402.74 (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: 6083264
- Total Price: USD 207,402.74 (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**

Amendment Nine

THIS AMENDMENT (this "Amendment") is made as of **May 30, 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 purchase Identity Management program licenses and support services, 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 (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, **Amendment One** dated November 21, 2007, **Amendment Two** dated November 17, 2008, **Amendment Three** dated February 22, 2010, the **Assignment and Assumption Agreement** dated October 5, 2010, **Amendment Four** dated October 5, 2010, **Amendment Five** dated May 22, 2011, **Amendment Six** dated May 22, 2012, **Amendment Seven** dated April 1, 2013, and **Amendment Eight** dated October 1, 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 Ordering Document, and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8 of the Agreement, and Appendix H, Section C(1).

Oracle Database - Identity Management Amendment Nine P-550 (7-11)	1 of 11	May 30, 2014
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AGREEMENT The Oracle pre-printed License and Services Agreement (OLSA V071807), to which Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven and this document, Amendment Eight, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment 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 OLSAv071807.

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, Appendix H, 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 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 Licenses Software as described in Contractor's current published Documentation.

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 Effective Date of this Amendment incorporating Ordering Document (Appendix H) and continue for 12 (twelve) months for the software and each related update to the software and (iii) 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, May 2011, and November 15, 2013 Ordering Documents.

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

1. Definitions.

Oracle Database - Identity Management Amendment Nine P-550 (7-11)	3 of 11	May 30, 2014
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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 of the Agreement and Appendix I Section B(12).

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

AMENDMENT Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment 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 OLSAv071807.

**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, Appendix H, 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 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 Licenses Software as described in Contractor's current published Documentation.

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 Effective Date of Amendment Eight incorporating Ordering Document (Appendix H) and continue for 12 (twelve) months for the software and each related update to the software, (iii) the Effective Date of this Amendment Nine incorporating Ordering Document (Appendix I) and continue for 12 (twelve) months for the software and each related update to the software and (iv) the date of

Oracle Database - Identity Management Amendment Nine P-550 (7-11)	5 of 11	May 30, 2014
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performance of technical services and continue for 90 (ninety) days thereafter for technical services.

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. 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 Amendment Eight, the amount for the Software Licenses, Exadata/Exalogic Software and Support fees shall be in an amount not to exceed six hundred and fifty eight thousand sixty eight

Oracle Database - Identity Management Amendment Nine P-550 (7-11)	6 of 11	May 30, 2014
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dollars and no cents (\$658,068.00). Support for the Licenses obtained pursuant to Appendix H shall be for one year from the Effective Date of this Amendment (November 15, 2013).

In no event shall the aggregate amount of the Software License payments exceed two million, one hundred and forty seven thousand, nine hundred and twenty nine dollars and no cents (\$2,147,929.00). In no event shall the aggregate amount of Support payments exceed two million, ninety two thousand nine hundred and seventy eight dollars and no cents (\$2,092,978.00).

In no event shall the total amount for all software and services paid under this contract exceed four million, two hundred and forty thousand nine hundred and seven dollars and no cents (\$4,240,907.00).

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 ordering document attached as **Appendix I** to this Amendment Nine, the amount for the Software Licenses, Identity Manager Software and Support fees shall be in an amount not to exceed six hundred and eleven thousand four-hundred and sixty-four dollars and no cents (\$611,464.00). Support for the Licenses obtained pursuant to Appendix I shall be for one year from the Effective Date of this Amendment (May 30, 2014).

In no event shall the aggregate amount of the Software License payments exceed two million six hundred and forty-nine thousand one hundred and twenty-nine dollars and no cents (\$2,649,129.00). In no event shall the aggregate amount of Support payments exceed two million two hundred and three thousand two hundred and forty-two dollars and no cents (\$2,203,242.00).

In no event shall the total amount for all software and services paid under this Agreement exceed four million eight hundred and fifty-two thousand three hundred and seventy-one dollars and no cents (\$4,852,371.00).

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.** Section 4, Term 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 license, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with Section 1 of Amendment One to the November 2007 Ordering Document (Appendix E), and Ordering Document dated November 15, 2013 (Appendix H).

b. Term of the Support and Update Services

Oracle Database - Identity Management Amendment Nine P-550 (7-11)	8 of 11	May 30, 2014
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Subject to Section 5, the term of the Support shall be from the date of Acceptance to July 15, 2014 for Appendices A-G, unless sooner terminated in accordance with the provisions of this Agreement. Support for the Licenses obtained pursuant to Appendix H shall be for one year from the Effective Date of this Amendment. This term may be renewed annually at City's option for two (2) additional one year terms (with the price caps set forth in Section 1.3 of Amendment One to the November 2007 Ordering Document, Appendix E; and Section D.2.d. of Appendix H) 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 license.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to July 15, 2014 for Appendices A-G, unless sooner terminated in accordance with the provisions of this Agreement. Support for the Licenses obtained pursuant to Appendix H and Appendix I shall be for one year from the respective Effective Date of each appendix. This term may be renewed annually at City's option for two (2) additional one year terms (with the price caps set forth in Section 1.3 of Amendment One to the November 2007 Ordering Document, Appendix E; Section D.2 of Appendix H; and Section D.1 of Appendix I) by issuance of an amendment to this Agreement.

2d. Section 25. Section 25, Liability of the Parties, of the Agreement shall remain as currently written and the following new paragraphs shall be added to the end of it:

WITH RESPECT ONLY TO APPENDIX I, THE PARTIES AGREE THAT, 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 **APPENDIX I** OF THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS APPENDIX I. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO APPENDIX I OF THIS AGREEMENT SHALL BE CAPPED AT THE GREATER OF FEES THE CITY PAID TO CONTRACTOR UNDER APPENDIX I FOR LICENSE, SERVICES AND MAINTENANCE OR ONE MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$1,250,000.00). FOR AVOIDANCE OF

Oracle Database - Identity Management Amendment Nine P-550 (7-11)	9 of 11	May 30, 2014
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DOUBT, THE PARTIES AGREE THAT THE SECOND AND FOURTH PARAGRAPHS OF SECTION 25 SHALL NOT APPLY TO APPENDIX I, AND THE FIRST AND THIRD PARAGRAPHS OF SECTION 25 SHALL APPLY TO THIS LIMITATION OF LIABILITY FOR APPENDIX I.

2f. Appendix I. The Ordering Document with the footer reference date of May 20, 2014 regarding the Software Licenses and Identity Manager Software, 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 30, 2014.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement, as previously amended, 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

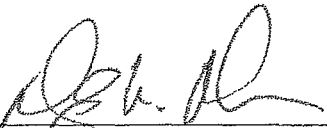
CONTRACTOR

Recommended by:

Oracle America, Inc.



Monique Zamuda
Deputy Controller
Office of the Controller

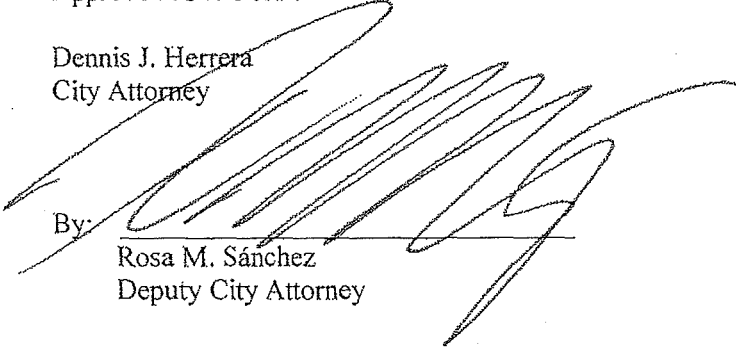


Douglas W. Doran
Director

City vendor number: 41827

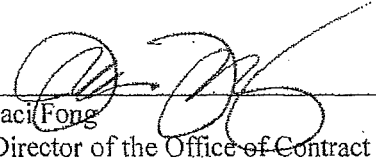
Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Rosa M. Sanchez
Deputy City Attorney

Approved:

7R: 

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

Appendices:

Appendix I: Oracle Ordering Document dated May 20, 2014.

Appendix I



ORDERING DOCUMENT

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

Your Name	CITY AND COUNTY OF SAN FRANCISCO	Your Contact	Jack Wood
Your Location	One South Van Ness Avenue, 8th Floor San Francisco, CA 94118	Phone Number	415-701-3438
		Email Address	Jack.wood@sfgov.org

Product Description / License type	Quantity
Oracle Enterprise Identity Services Suite - Processor Perpetual Software Update License & Support	5
+ Oracle Database Enterprise Edition - Processor Perpetual Software Update License & Support	2
+ Real Application Clusters - Processor Perpetual Software Update License & Support	2
+ Diagnostics Pack - Processor Perpetual Software Update License & Support	2
+ Tuning Pack - Processor Perpetual Software Update License & Support	2
+ Management Pack Plus for Identity Management - Processor Perpetual Software Update License & Support	5
Identity Manager Connector - PeopleSoft Enterprise Applications - Connector Perpetual Software Update License & Support	1

Fee Description	Net Fee
Program Fees	501,200.00
Program-Related Service Offerings Fees	110,264.00
Total Fees	611,464.00

A. Agreement and Customer Definition

1. Agreement

This order incorporates by reference the terms of the Oracle Licenses and Services Agreement V071807 dated November 21, 2007, Amendment One dated November 21, 2007, Amendment Two dated November 17, 2008, Amendment Three dated February 22, 2010, the Assignment and Assumption Agreement dated October 5, 2010, Amendment Four dated October 5, 2010, Amendment Five dated May 22, 2011, Amendment Six dated May 22, 2012, Amendment Seven dated April 1, 2013, Amendment Eight dated October 1, 2013, and Amendment Nine dated May 30th, 2014, between Oracle America, Inc. ("Oracle") and You (collectively, the "Agreement," Oracle reference name: **US-OLSA-10013938-21-NOV-2007**). The following defined terms in the Agreement shall have the same meaning as the stated terms in this order: "agreement" and "Agreement"; "programs" and "Programs"; "program documentation" and "Program Documentation"; "services" and "Program-related Service Offerings"/"Hardware-related Service Offerings"; "Software Updates" or "Product Support" and "Software Update License & Support"; "you/your" and "You/Your".

2. Customer Definition

Notwithstanding anything to the contrary in the Agreement, for purposes of this order only, "You" and "Your" shall mean the CITY AND COUNTY OF SAN FRANCISCO. Only You and the Authorized Users as defined in section B.12.b below will be allowed to use the Programs licensed under this order within the limited use as described in section B.12.a below. No other entities may access or use any of the Programs and such Programs may not be used for the benefit of (e.g., to track or process the data of or for) such entities.

B. General Terms

1. Summary of Fees

You have ordered the Program licenses and 12 months of technical support services. 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.

2. Territory

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

3. 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. License fees are invoiced as of the commencement date. Service fees are invoiced in arrears of the service performance; specifically, technical support fees are invoiced quarterly in arrears.
- c. In addition to the fees listed in the table(s) above section A, Oracle will invoice You for any applicable shipping charges or applicable taxes.
- d. 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, (i) 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 (ii) 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.
- e. Provided that the Authorized Users 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 for applicable sales taxes arising from the imposition of sales taxes based on the net license and net technical support fees for the program licenses listed in the tables above section A, as specified via invoicing, if tangible media is ordered by you causing the exemption associated with the electronic delivery of the program licenses listed in the tables above section A to be invalidated.

4. Delivery and Installation

- a. You shall be responsible for installation of the software.
- 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. Through the Internet URL, You can access and electronically download to Your California location the current production release as of the effective date below of the software and related program documentation for each program listed above. 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 web site specified above. You acknowledge 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 may be due and You agree to reimburse Oracle for any applicable sales taxes related to acquisition of such updates as specified in the agreement.

5. Order of Precedence

In the event of any inconsistencies between the Agreement and this order, the Agreement shall take precedence.

6. Offer Validity

This order is valid through May 31, 2014, and shall become binding upon execution by You and acceptance by Oracle.

7. 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.

8. 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, order, and Program documentation.

9. 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.

10. Commencement Date

All Program licenses and the period of performance for all services are effective upon the effective date of this order.

11. Oracle's License Definitions and Rules

A copy of Oracle License Definitions and Rules, which shall only apply to software and software licenses purchased through this ordering document, is

attached hereto and incorporated by reference.

12. Limited Use

a. Limited Use. All Programs listed in the tables above section A are limited use Programs. These Programs may only be used for Your internal municipal business operations for the purpose of **Enterprise Identity Management**. Furthermore, the programs denoted with a "+" symbol in the tables above section A may be used only in conjunction with the Oracle Enterprise Identity Services Suite – Processor program acquired under this ordering document.

b. Authorized Users. The Programs acquired under this ordering document are limited-use programs that may only be used by You, Your agents and contractors, Your active employees in Your active directory, and Your benefits beneficiaries (collectively, the "Authorized Users"). You warrant and represent that You have the full legal authority to bind the Authorized Users to the terms and conditions of this ordering document and the Agreement, and that You shall be responsible for any breach by such Authorized Users.

C. Other

1. Technical Support Cap

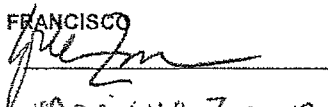
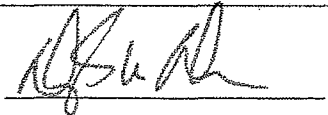
Notwithstanding anything to the contrary in the Agreement, Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") for the Programs acquired above section A of this order may be renewed annually. If You renew technical support for the same number of licenses for the same programs specified in the tables above section A, then for the first and second renewal years the annual fee for such technical support will not increase by more than 0% over the prior year's fees. .

2. Accessibility

The products being provided under the Agreement 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 the Agreement, 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 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.

3. License Credit

If the parties execute a new Unlimited License Agreement ("ULA") within 180 days from the effective date of this ordering document, you shall receive a license credit for the license fees paid for the program licenses under this ordering document that will be converted and replaced into unlimited deployment program licenses in such new ULA within 180 days from the effective date of this ordering document; provided, however, that (i) you have continuously maintained technical support for the program licenses acquired under this ordering document, (ii) you must, at minimum, convert and replace all licenses under this ordering document into the new ULA, and (iii) such credit will not affect any payment provisions pertaining to the program licensed as of the effective date of this ordering document. The license credit pursuant to this section shall only be applied toward the license fees for program licensed herein up to the license fees to be paid for the same program to be converted and replaced under the new ULA. The license credit may not be used to acquire other licensed programs, consulting, education, technical support, documentation, or other Oracle products or services. The parties agree that the technical support for your program licenses under this ordering document that are converted under the new ULA shall be consolidated into the total support stream for the new ULA.

CITY AND COUNTY OF SAN FRANCISCO	Oracle America, Inc.
Signature <u></u>	Signature <u></u>
Name <u>Monique Zmora</u>	Name <u>Douglas W. Doran</u>
Title <u>DEPUTY CONTROLLER</u>	Title <u>Director</u>
Signature Date <u>5/27/2014</u>	Signature Date <u>May 22, 2014</u>
Effective Date (to be completed by Oracle) _____	

CERTIFICATE OF ELECTRONIC DELIVERY

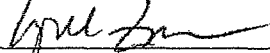
This Certificate of Electronic Delivery is executed as of the effective date set forth below City and County of San Francisco ("You") and relates to the electronic delivery of certain software programs provided by Oracle America, Inc. ("Oracle"). This Certificate of Electronic Delivery shall be governed by the terms of the Oracle Licenses and Services Agreement V071807 between You and Oracle dated November 21, 2007, Amendment One dated November 21, 2007, Amendment Two dated November 17, 2008, Amendment Three dated February 22, 2010, the Assignment and Assumption Agreement dated October 5, 2010, Amendment Four dated October 5, 2010, Amendment Five dated May 22, 2011, Amendment Six dated May 22, 2012, Amendment Seven dated April 1, 2013, Amendment Eight dated October 1, 2013, and Amendment Nine dated May 30, 2014, between You and Oracle (collectively, the "Agreement," Oracle reference name: US-OLSA-10013938-21-NOV-2007).

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 _____ [to be completed by Oracle] (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 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 _____ [to be completed by Oracle]

City and County of San Francisco

Signature: 

Name: Monique Zmuda

Title: Deputy Controller

Oracle Definitions and Licensing Rules

To fully understand Customer's license grant, Customer needs to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

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.

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.

Order Specific License Definitions and Rules

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.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed program 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 (with the exception of Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 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). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence

Failover: Subject to the conditions that follow below, your license for the programs listed on the US Oracle Technology Price List, which may be accessed at <http://www.oracle.com/corporate/pricing/pricelists.html>, 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 (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

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. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle program binary files are copied or synchronized.

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

Amendment Eight

THIS AMENDMENT (this "Amendment") is made as of **October 1, 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 purchase Exadata/Exalogic program licenses and support services, 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 (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, **Amendment One** dated November 21, 2007, **Amendment Two** dated November 17, 2008, **Amendment Three** dated February 22, 2010, the **Assignment and Assumption Agreement** dated October 5, 2010, **Amendment Four** dated October 5, 2010, **Amendment Five** dated May 22, 2011, **Amendment Six** dated May 22, 2012, and **Amendment Seven** dated April 1, 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:

1. Definitions.

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, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, and this document, Amendment Seven, are attached, and these documents shall be construed together as this "Agreement."
AMENDMENT	Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment 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 OLSAv071807.
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 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 Licenses Software as described in Contractor's current published Documentation.

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 and May 2011 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 Ordering Document, and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8 of the Agreement, and Appendix H, Section C(1).

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

AMENDMENT Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment 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 OLSAv071807.

**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, Appendix H, 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 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 Licenses Software as described in Contractor's current published Documentation.

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 Effective Date of this Amendment incorporating Ordering Document (Appendix H) and continue for 12 (twelve) months for the software and each related update to the software and (iii) 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, May 2011, and November 15, 2013 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.

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 four hundred twenty-five thousand, six hundred ninety-six dollars (\$425,696).

In no event shall the aggregate amount of the Software License payments exceed one million, six hundred and eight thousand, and five hundred and twenty nine dollars (\$1,608,529). In no event shall the aggregate amount of Support payments exceed one million, nine hundred seventy four thousand three hundred and ten dollars (\$1,974,310).

In no event shall the total amount for all software and services paid under this contract exceed three million, five hundred eighty-two thousand and eight hundred thirty-nine dollars (\$3,582,839).

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 Amendment Eight, the amount for the Software Licenses, Exadata/Exalogic Software and Support fees shall be in an amount not to exceed six hundred and fifty eight thousand sixty eight dollars and no cents (\$658,068.00). Support for the Licenses obtained pursuant to Appendix H shall be for one year from the Effective Date of this Amendment (November 15, 2013).

In no event shall the aggregate amount of the Software License payments exceed two million, one hundred and forty seven thousand, nine hundred and twenty nine dollars and no cents (\$2,147,929.00). In no event shall the aggregate amount of Support payments

exceed two million, ninety two thousand nine hundred and seventy eight dollars and no cents (\$2,092,978.00).

In no event shall the total amount for all software and services paid under this contract exceed four million, two hundred and forty thousand nine hundred and seven dollars and no cents (\$4,240,907.00).

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.** Section 4, Term 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 license, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with Section 1 of Amendment One to the November 2007 Ordering Document (Appendix E).

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to July 15, 2014 unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for two (2) additional one year terms (with the price caps set forth in Section 1.3 of Amendment One to the November 2007 Ordering Document, Appendix E) 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 license, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with Section 1 of Amendment One to the November 2007 Ordering Document (Appendix E), and Ordering Document dated November 15, 2013 (Appendix H).

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to July 15, 2014 for Appendices A-G, unless sooner terminated in accordance with the provisions of this Agreement. Support for the Licenses obtained pursuant to Appendix H shall be for one year from the Effective Date of this Amendment. This term may be renewed annually at City's option for two (2) additional one year terms (with the price caps set forth in Section 1.3 of Amendment One to the November 2007 Ordering Document, Appendix E; and Section D.2.d. of Appendix H) by issuance of an amendment to this Agreement.

2d. Section 24. Section 24, Indemnification and General Liability, of the Agreement currently reads as follows:

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.

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

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 is 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.

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

2e. Section 25. Section 25, Liability of the Parties, of the Agreement shall remain as currently written and the following new paragraphs shall be added to the end of it:

WITH RESPECT ONLY TO APPENDIX H, THE PARTIES AGREE THAT, 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 **APPENDIX H** OF THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS APPENDIX H. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO APPENDIX H OF THIS AGREEMENT SHALL BE CAPPED AT THE

GREATER OF FEES THE CITY PAID TO CONTRACTOR UNDER APPENDIX H FOR LICENSE, SERVICES AND MAINTENANCE OR ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,200,000.00).

FOR AVOIDANCE OF DOUBT, THE PARTIES AGREE THAT THE SECOND AND FOURTH PARAGRAPHS OF SECTION 25 SHALL NOT APPLY TO APPENDIX H, AND THE FIRST AND THIRD PARAGRAPHS OF SECTION 25 SHALL APPLY TO THIS LIMITATION OF LIABILITY FOR APPENDIX H.

2f. Section 29(b). Section 29(b), Termination; Survival, of the Agreement currently reads as follows:

29. Termination

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 violation shall not revoke the perpetual licenses granted under this agreement. This section and the following sections of the Agreement shall survive termination of expiration of this Agreement: 12, 15, 16, 21-28, and 38 through 43.

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

29. Termination

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 violation shall not revoke the perpetual licenses granted under this Agreement. This section and the following sections of the Agreement shall survive expiration of the term of this Agreement: 12, 15, 16, 21-28, and 38 through 43.

2g. Appendix H. The November 15, 2013 Ordering Document regarding the Software Licenses and Exadata/Exalogic Software, is added to the Agreement and incorporated by reference hereto as **Appendix H**.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after November 15, 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.

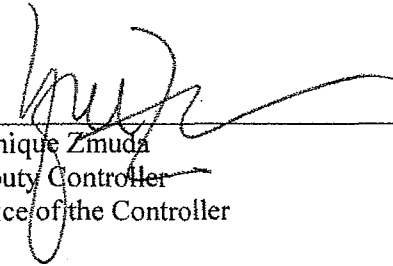
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY


CONTRACTOR

Recommended by:

Oracle America, Inc.



Monique Zmuda
Deputy Controller
Office of the Controller

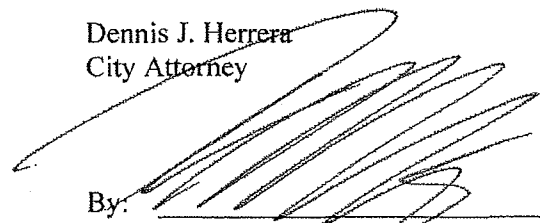


William Simpson
Manager, Public Sector License Contracts

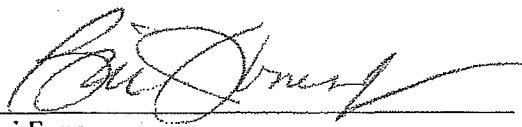
City vendor number: 41827

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:

Appendix H: Oracle Ordering Document dated November 15, 2013.

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Appendix H

ORDERING DOCUMENT

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

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

Your Contact Mike Dearman
Phone Number 415-554-7500
Email Address mike.dearman@sfgov.gov

Programs and Program-Related Service Offerings		
Product Description / License Type	Quantity	Net Fee
Real Application Clusters - Processor Perpetual Software Update License & Support	16	114,080.00 25,097.60
Oracle GoldenGate - Processor Perpetual Software Update License & Support	16	86,800.00 19,096.00
Oracle Data Masking Pack - Processor Perpetual Software Update License & Support	8	28,520.00 6,274.40
* Exadata Storage Server Software - Disk Drive Perpetual Software Update License & Support	36	111,600.00 24,552.00
* Oracle Exalogic Elastic Cloud Software - Processor Perpetual Software Update License & Support	64	198,400.00 43,648.00
Program and Program-Related Service Offerings Fees		658,068.00

Fee Description	Net Fee
Program Fees	539,400.00
Program-Related Service Offerings Fees	118,668.00
Total Fees	658,068.00

A. Agreement and Accessibility.

1. Agreement

This order incorporates by reference the terms of the Oracle Licenses and Services Agreement V071807 dated November 21, 2007, Amendment One dated November 21, 2007, Amendment Two dated November 17, 2008, Amendment Three dated February 22, 2010, the Assignment and Assumption Agreement dated October 5, 2010, Amendment Four dated October 5, 2010, Amendment Five dated May 22, 2011, Amendment Six dated May 22, 2012, Amendment Seven dated April 1, 2013, and Amendment Eight dated October 1, 2013 (effective November 15, 2013) (collectively, the "Agreement," Oracle reference name "US-OLSA-10013938-21-NOV-2007"). The following defined terms in the Agreement shall have the same meaning as the stated terms in this order: "agreement" and "Agreement"; "programs" and "Programs"; "program documentation" and "Program Documentation"; "services" and "Program-related Service Offerings"/"Hardware-related Service Offerings"; "Software Updates" or "Product Support" and "Software Update License & Support"; "you/your" and "You/Your".

2. Accessibility

The product(s) being provided under the Agreement 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 the Agreement, 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 product, when they are used in accordance with the Contractor's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them.

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. Except as set forth in section B.1.c below, 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. Through the Internet URL, you can access and electronically download to your California location the current production release as of the effective date below of the software and related program documentation for each

program listed above. 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 web site specified above. You acknowledge 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 (c) 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. For the Exadata Storage Server Software - Disk Drive Perpetual and Oracle Exalogic Elastic Cloud Software - Processor Perpetual programs denoted with an asterisk (*) in the tables above section A: 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> the programs listed in the Programs and Program Support Services section of this order. Through the Internet URL, you can access and electronically download to your location the current production release as of the effective date below of the software and related program documentation for each program listed. Provided that you have continuously maintained technical support for the programs listed, you may continue to download the software and related 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 web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to programs under this order, electronic download or otherwise. 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 you purchase installation services from Oracle with respect to such programs.

C. General Terms

1. Commencement Date

For all program licenses, the commencement date is upon the effective date of this order. The period of performance for all services for the programs is effective upon the effective date of this order.

2. Summary of Fees

You have ordered Programs and 12 months of technical support services. 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.

3. Pricing Invoicing and Payment Obligation

a. 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 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 Agreement.

b. Service fees are invoiced after the performance of the service; specifically, technical support fees are invoiced quarterly in arrears.

c. 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>.

d. Program fees are invoiced as of the Commencement Date for the Programs.

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

You may change a Hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.

f. Provided that you comply with the delivery terms in the Delivery and Installation section, Oracle shall not invoice you for sales tax pursuant to California law based on the net license and net technical support fees in the tables above section A for the 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 taxes based on the net license and net technical support fees for the program licenses listed in the tables above section A, if tangible media is ordered by you causing the exemption associated with the electronic delivery of the program licenses listed in the tables above section A to be invalidated.

4. 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.

5. 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 agreement, the applicable order and the applicable program documentation.

6. Order of Precedence

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

7. Offer Validity

By signing below, the parties agree that the 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 15-NOV-2013 and shall become binding upon execution by you and acceptance by Oracle.

8. Oracle's License Definitions and Rules

A copy of Oracle License Definitions and Rules, which shall only apply to software and software licenses purchased through this Appendix H, is attached hereto and incorporated by reference.

9. Territory

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

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. Limited Use Programs

All Programs listed in the tables above section A are limited use Programs. These Programs may only be used for the eMerge PeopleSoft Project.

12. Technical Support Cap

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS"), which is calculated at 22% of the fees for the applicable licenses, 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 0% over the prior year's fees; and for the third and fourth renewal years the fee for SULS will not increase by more than 2% over the prior year's fees. Oracle will use commercially reasonable efforts to provide you a written notice with a quote for your annual SULS renewal at least thirty (30) days prior to the expiration of the applicable maintenance period.

D. Future Purchases

1. Additional Copies of Programs

Provided that You have continuously maintained technical support for the Programs listed in the table(s) located above section A, You may order media packs at the standard media fee in effect at the time Your order is placed provided the Programs listed in the table(s) located above section A for use on the computer/operating system combination requested by You are available in a production release.

2. Price Hold

a. For a period of nine (9) months from the effective date of this order, You may order the Programs (and first year of SULS for the Programs) at the appropriate license and support fees specified on the attached Price Hold Exhibit, provided (i) such Programs are available in production release when ordered; and (ii) You have continuously maintained SULS for the Program licenses listed in the Program and Program-Related Service Offerings section above.

b. For the Programs listed in Table A of the Price Hold Exhibit, each order placed pursuant to this section must be at least \$50,000.00 in net license fees. Your purchase on any such order of Programs and/or license types that are not listed in Table A of the attached Price Hold Exhibit will count towards this minimum purchase amount. Any relevant purchase minimums for the Programs in effect as of the effective date of this order will apply to the Program licenses ordered under this section.

c. 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 by the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, You will be invoiced for the applicable media and the shipping charges; shipping terms will be FCA: Shipping Point, Pre-paid and Add.

City and County of San Francisco	<u>San Francisco</u>	Oracle America, Inc.	
Signature	<u>[Signature]</u>	Signature	<u>[Signature]</u>
Name	<u>Miguel Quezada</u>	Name	<u>William Simpson</u>
Title	<u>Deputy Controller</u>	Title	<u>Manager, Public Sector License Contracts</u>
Signature Date	<u>10/15/2013</u>	Signature Date	<u>October 9, 2013</u>
Effective Date	<u>November 15, 2013</u>		

CERTIFICATE OF ELECTRONIC DELIVERY

This Certificate of Electronic Delivery is executed as of the effective date set forth below **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 Oracle Licenses and Services Agreement V071807 between you and Oracle dated November 21, 2007, Amendment One dated November 21, 2007, Amendment Two dated November 17, 2008, Amendment Three dated February 22, 2010, the Assignment and Assumption Agreement dated October 5, 2010, Amendment Four dated October 5, 2010, Amendment Five dated May 22, 2011, Amendment Six dated May 22, 2012, Amendment Seven dated April 1, 2013, and Amendment Eight effective dated October 1, 2013 (effective November 15, 2013) (collectively, the "Agreement," Oracle reference name "US-OLSA-10013938-21-NOV-2007").

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 November 15, 2013 (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 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 November 15, 2013.

City and County of San Francisco
Signature: [Handwritten Signature]
Name: Monique Zmuda
Title: Deputy Controller
Date: 10/15/2013

PRICE HOLD EXHIBIT

Table A: Price Hold for eMerge PeopleSoft Project

Program	Quantity	Net License Fee	Net SUES Fee
Real Application Clusters - Processor Perpetual	1	10,350.00	2,277.00
Oracle GoldenGate - Processor Perpetual	1	7,875.00	1,732.50
Oracle Data Masking Pack - Processor Perpetual	1	5,175.00	1,138.50
Exadata Storage Server Software - Disk Drive Perpetual	1	4,500.00	990.00
Oracle Exalogic Elastic Cloud Software - Processor Perpetual	1	4,500.00	990.00
Oracle Database Enterprise Edition - Processor Perpetual	1	21,375.00	4,702.50
Tuning Pack - Processor Perpetual	1	2,250.00	495.00
Diagnostics Pack - Processor Perpetual	1	2,250.00	495.00
Advanced Security - Processor Perpetual	1	5,175.00	1,138.50
Partitioning - Processor Perpetual	1	5,175.00	1,138.50
Oracle Active Data Guard - Processor Perpetual	1	5,175.00	1,138.50

Table B: Price Hold for the City and County of San Francisco

Program	Quantity	Net License Fee	Net SUES Fee
Real Application Clusters - Processor Perpetual	1	12,650.00	2,783.00
Oracle GoldenGate - Processor Perpetual	1	9,625.00	2,117.50
Oracle Data Masking Pack - Processor Perpetual	1	6,325.00	1,391.50
Exadata Storage Server Software - Disk Drive Perpetual	1	5,500.00	1,210.00
Oracle Exalogic Elastic Cloud Software - Processor Perpetual	1	5,500.00	1,210.00
Oracle Database Enterprise Edition - Processor Perpetual	1	26,125.00	5,747.50
Tuning Pack - Processor Perpetual	1	2,750.00	605.00
Diagnostics Pack - Processor Perpetual	1	2,750.00	605.00
Advanced Security - Processor Perpetual	1	6,325.00	1,391.50
Partitioning - Processor Perpetual	1	6,325.00	1,391.50
Oracle Active Data Guard - Processor Perpetual	1	6,325.00	1,391.50
Database Lifecycle Management Pack - Processor Perpetual	1	6,600.00	1,452.00
Oracle Application Management Suite for PeopleSoft - Processor Perpetual	1	8,250.00	1,815.00
Oracle Advanced Compression - Processor Perpetual	1	6,325.00	1,391.50
Spatial and Graph - Processor Perpetual	1	9,625.00	2,117.50
WebLogic Server Enterprise Edition - Processor Perpetual	1	13,750.00	3,025.00
Oracle Business Intelligence Suite Enterprise Edition Plus - Processor Perpetual	1	121,687.50	26,771.25
Oracle Business Intelligence Foundation Suite - Processor Perpetual	1	165,000.00	36,300.00
Data Integrator Enterprise Edition - Processor Perpetual	1	12,650.00	2,783.00
Real Application Clusters - Named User Plus Perpetual	1	253.00	55.66
Oracle GoldenGate - Named User Plus Perpetual	1	192.50	42.35
Oracle Data Masking Pack - Named User Plus Perpetual	1	126.50	27.83
Oracle Database Enterprise Edition - Named User Plus Perpetual	1	522.50	114.95
Tuning Pack - Named User Plus Perpetual	1	55.00	12.10
Diagnostics Pack - Named User Plus Perpetual	1	55.00	12.10
Advanced Security - Named User Plus Perpetual	1	126.50	27.83
Partitioning - Named User Plus Perpetual	1	126.50	27.83
Oracle Active Data Guard - Named User Plus Perpetual	1	126.50	27.83
Database Lifecycle Management Pack - Named User Plus Perpetual	1	132.00	29.04
Oracle Application Management Suite for PeopleSoft - Named User Plus Perpetual	1	165.00	36.30
Oracle Advanced Compression - Named User Plus Perpetual	1	126.50	27.83
Spatial and Graph - Named User Plus Perpetual	1	192.50	42.35
WebLogic Server Enterprise Edition - Named User Plus Perpetual	1	275.00	60.50
WebLogic Server Management Pack Enterprise Edition - Named User Plus Perpetual	1	132.00	29.04
Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual	1	1,100.00	242.00
Oracle Business Intelligence Foundation Suite - Named User Plus Perpetual	1	2,021.25	444.68
Data Integrator Enterprise Edition - Named User Plus Perpetual	1	379.50	83.49

Definitions and Licensing Rules:

To fully understand Customer's license grant, Customer needs to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

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.

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.

Order Specific License Definitions and Rules

Disk Drive: is defined as a spinning media device that stores data accessed by the Oracle Exadata Storage Server Software program.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed program 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 (with the exception of Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 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). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following program: Oracle GoldenGate, only (a) the processors running the Oracle database from which you capture data and (b) the processors running the Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence

Failover: Subject to the conditions that follow below, your license for the programs listed on the US Oracle Technology Price List, which may be accessed at <http://www.oracle.com/corporate/pricing/pricelists.html>, 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 (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

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. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle program binary files are copied or synchronized.

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

Seventh Amendment

THIS AMENDMENT (this "Amendment") is made as of **April 1, 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 extend the performance period, 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 (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, **Amendment One** dated November 21, 2007, **Amendment Two** dated November 17, 2008, **Amendment Three** dated February 22, 2010, the **Assignment and Assumption Agreement** dated October 5, 2010, **Amendment Four** dated October 5, 2010, **Amendment Five** dated May 19, 2011, and **Amendment Six** dated May 22, 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 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 Amendments One, Amendment Two and Amendment Three, Amendment Four and this document, Amendment Five, are attached, and these documents shall be construed together as this "Agreement."
AMENDMENT	Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment 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 OLSAv071807.
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 Licenses Software as described in Contractor's current published Documentation.

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 and May 2011 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.

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 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, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, and this document, Amendment Seven, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment 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 OLSAv071807.

**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 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 Licenses Software as described in Contractor's current published Documentation.

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 and May 2011 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.

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 Three Hundred Fifty-Three Thousand, Eight Hundred Seventy Seven dollars (\$353,877).

In no event shall the aggregate amount of the Software License payments exceed One Million, Six Hundred and Eight Thousand, Five Hundred and Twenty Nine dollars (\$1,608,529). In no event shall the aggregate amount of Support payments exceed One Million, Five Hundred Forty Eight Thousand, Six Hundred and Fourteen dollars (\$1,548,614).

In no event shall the total amount for all software and services paid under this contract exceed Three Million, One Hundred and Fifty Seven Thousand, One Hundred and Forty Three dollars (\$3,157,143).

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 four hundred twenty-five thousand, six hundred ninety-six dollars (\$425,696).

In no event shall the aggregate amount of the Software License payments exceed one million, six hundred and eight thousand, and five hundred and twenty nine dollars (\$1,608,529). In no event shall the aggregate amount of Support payments exceed one million, nine hundred seventy four thousand three hundred and ten dollars (\$1,974,310).

In no event shall the total amount for all software and services paid under this contract exceed three million, five hundred eighty-two thousand and eight hundred thirty-nine dollars (\$3,582,839).

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. Section 4, Term 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 license, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with Section 1 of Amendment One to the November 2007 Ordering Document (Appendix E).

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to May 22, 2013 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 1.3 of Amendment One to the November 2007 Ordering Document, Appendix E) 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 license, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with Section 1 of Amendment One to the November 2007 Ordering Document (Appendix E).

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to July 15, 2014 unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for two (2) additional one year terms (with the price caps set forth in Section 1.3 of Amendment One to the November 2007 Ordering Document, Appendix E) by issuance of an amendment to this Agreement.

2d. The January 11, 2013 Ordering Document regarding support from May 13, 2013 to July 15, 2014, is added to the Agreement and incorporated by reference hereto as Appendix G.

2e. Appendix G (January 11, 2013 Ordering Document). Pages 5-8 of Appendix G are hereby deleted in their entirety.


3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after May 13, 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.

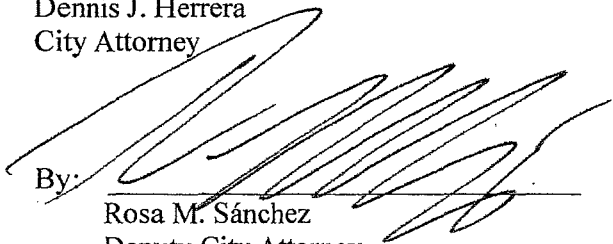


Theresa Agee
Manager, NA Support Services Contracts

City vendor number: 41827

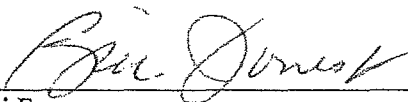
Approved as to Form:

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:

Appendix G: Oracle Ordering Document dated January 11, 2013.

RECEIVED
FRESH AIRING DEPARTMENT
13 APR 15 AM 9:25

ORACLE®

11-Jan-13

Wendy Hamilton
City and County of San Francisco Office of the Controller
1 South Van Ness Ave.
Suite 800
San Francisco
CA 94103
United States

Dear Wendy Hamilton

The technical support services and benefits provided under service contract number 5137277 will expire, or have expired, on 12-May-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 5137277, 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 12-Apr-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 #: 5137277	Renewal Contact: Ann Tran
Offer Expires: 12-Apr-13	
Payment Terms: NET 30 DAYS 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 Office of the Controller	Account Name: City And County Of San Francisco
Address: 1 South Van Ness Ave. Suite 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 5137277 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
Test Manager - Named User Plus Perpetual	17987615	2		FULL USE	13-May-13	796.87
Load Testing - Named User Plus Perpetual	16859171	500		LIMITED USE SPECIFIED APP	13-May-13	8,298.26
Load Testing Controller - Processor Perpetual	16859171	2		LIMITED USE SPECIFIED APP	13-May-13	2,323.51
Functional Testing - Named User Plus Perpetual	16859171	1		LIMITED USE SPECIFIED APP	13-May-13	1,327.71
Test Manager - Named User Plus Perpetual	16859171	4		LIMITED USE SPECIFIED APP	13-May-13	1,327.71
Advanced Security - Processor Perpetual	18061892	44		FULL USE	22-May-13	35,542.10
Diagnostics Pack - Processor Perpetual	18061892	44		FULL USE	22-May-13	20,633.84
Oracle Database Enterprise Edition - Processor Perpetual	18061892	44		FULL USE	22-May-13	248,437.25
Partitioning - Processor Perpetual	18061892	44		FULL USE	22-May-13	26,860.41
Tuning Pack - Processor Perpetual	18061892	44		FULL USE	22-May-13	20,633.85
Oracle Active Data Guard - Processor Perpetual	18061892	44		FULL USE	22-May-13	7,424.11
Configuration Management Pack for Oracle Database - Processor Perpetual	18061892	44		FULL USE	22-May-13	20,633.84
Oracle Application Management Suite for PeopleSoft - Processor Perpetual	18061892	64		FULL USE	22-May-13	12,910.02
Provisioning and Patch Automation Pack for Database - Processor Perpetual	18061892	44		FULL USE	22-May-13	18,545.82

Subtotal: USD 425,695.30

Total Amount: USD 425,695.30

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 Office of the Controller represents that Customer has authorized City and County of San Francisco Office of the Controller to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City and County of San Francisco Office of the Controller 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 Office of the Controller 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 Office of the Controller is a tax exempt organization, a copy of City and County of San Francisco Office of the Controller's tax exemption certificate must be submitted with City and County of San Francisco Office of the Controller'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 #: 5137277
- Term of Service: 13-May-13 to 15-Jul-14
- Final Total: USD 425,695.30 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, City and County of San Francisco Office of the Controller 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 #: 5137277
- Term of Service: 13-May-13 to 15-Jul-14
- Final Total: USD 425,695.30 (excluding applicable tax)

- Local Tax, if applicable

In issuing a check, City and County of San Francisco Office of the Controller 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 #: 5137277
- Term of Service: 13-May-13 to 15-Jul-14
- Final Total: USD 425,695.30 (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 Office of the Controller 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**

Sixth Amendment

THIS AMENDMENT (this "Amendment") is made as of May 22, 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 21, 2007, Amendment Two dated November 17, 2008, Amendment Three dated February 22, 2010, the Assignment and Assumption Agreement dated October 5, 2010, Amendment Four dated October 5, 2010, and Amendment Five dated May 19, 2011:

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:

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 Amendments One, Amendment Two and Amendment Three, Amendment Four and this document, Amendment Five, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendment One, Amendment Two, Amendment Three, Amendment 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 OLSAv071807.

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, and the Oracle ordering forms attached to Amendment Five as Appendix E.

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

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

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 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.

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 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 Amendments One, Amendment Two and Amendment Three, Amendment Four and this document, Amendment Five, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment 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 OLSAv071807.

**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 Licenses Software as described in Contractor's current published Documentation.

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 and May 2011 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 of the Agreement 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 license fees shall be increased by Five Hundred and Nine Thousand, One

Hundred and Eight Nine dollars (\$509,189) and the Support fees shall be increased by One Hundred Seventy One Thousand, Six Hundred and Fifty Seven dollars (\$171,657).

In no event shall the aggregate amount of the Software License payments exceed One Million, Six Hundred and Eight Thousand, Five Hundred and Twenty Nine dollars (\$1,608,529). In no event shall the aggregate amount of Support payments exceed One Million, One Hundred Ninety Four Thousand, Seven Hundred and Thirty Seven dollars (\$1,194,737).

In no event shall the total amount for all software and services paid under this contract exceed Two Million, Eight Hundred and Three Thousand, Two Hundred and Sixty Six dollars (\$2,803,266).

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 Three Hundred Fifty-Three Thousand, Eight Hundred Seventy Seven dollars (\$353,877).

In no event shall the aggregate amount of the Software License payments exceed One Million, Six Hundred and Eight Thousand, Five Hundred and Twenty Nine dollars (\$1,608,529). In no event shall the aggregate amount of Support payments exceed One Million, Five Hundred Forty Eight Thousand, Six Hundred and Fourteen dollars (\$1,548,614).

In no event shall the total amount for all software and services paid under this contract exceed Three Million, One Hundred and Fifty Seven Thousand, One Hundred and Forty Three dollars (\$3,157,143).

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 license, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with section C of the November 2007 Ordering Document (Appendix A) as amended by Amendment One to the Ordering Document dated May 22, 2011 and attached hereto and incorporated by reference as Appendix E.

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

Subject to Section 5, the term of the Support shall be from the date of Acceptance to May 22, 2012 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.6 of the November 2007 Ordering Document, Appendix A as amended by Amendment One to the Ordering Document dated May 22, 2011 and attached hereto and incorporated by reference as Appendix E) 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 license, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with Section 1 of Amendment One to the November 2007 Ordering Document (Appendix E).

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

Subject to Section 5, the term of the Support shall be from the date of Acceptance to May 22, 2013 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 1.3 of Amendment One to the November 2007 Ordering Document, Appendix E) 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 **May 22, 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.

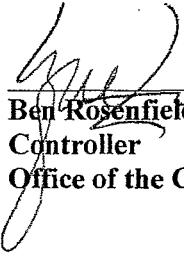
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

Oracle America, Inc.



Ben Rosenfield
Controller
Office of the Controller



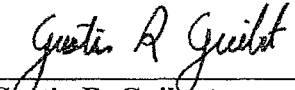
Theresa Agee
Manager, NA Support Services Contracts

Date: April 19, 2012

City vendor number: 41827

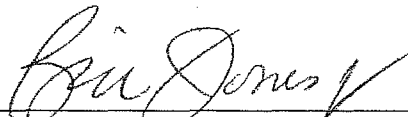
Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Gustin R. Guibert
Deputy City Attorney

Approved:



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

APPENDIX F

ORACLE®

19-Mar-12

Wendy Hamilton
City and County of San Francisco Office of the Controller
1 South Van Ness Ave.
Suite 800
San Francisco
CA 94103
United States

Dear Wendy Hamilton,

The technical support services and benefits provided under service contract number 5137277 will expire, or have expired, on 21-May-12. 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 5137277, 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 22-Apr-12.

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 #: 5137277	Renewal Contact: Ann Tran
Offer Expires: 21-May-12	
Payment Terms: NET 30 DAYS 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: Wendy Hamilton	Account Contact: Wendy Hamilton
Account Name: City and County of San Francisco Office of the Controller	Account Name: City And County Of San Francisco
Address: 1 South Van Ness Ave. Suite 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 408.642.2847. Please also include service contract number 5137277 on such reply.

Service Details

Service Level: Software Update License & Support		End Date: 21-May-13				
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Advanced Security - Processor Perpetual	18061892	1		ULA	22-May-12	27,257.49
Diagnostics Pack - Processor Perpetual	18061892	1		ULA	22-May-12	15,824.24
Oracle Database Enterprise Edition - Processor Perpetual	18061892	1		ULA	22-May-12	190,528.29
Partitioning - Processor Perpetual	18061892	1		ULA	22-May-12	20,599.44
Tuning Pack - Processor Perpetual	18061892	1		ULA	22-May-12	15,824.24
Oracle Active Data Guard - Processor Perpetual	18061892	1		ULA	22-May-12	5,693.60
Real Application Clusters - Processor Perpetual	18061892	1		ULA	22-May-12	38,201.12
Configuration Management Pack for Oracle Database - Processor Perpetual	18061892	1		ULA	22-May-12	15,824.24
Oracle Application Management Suite for PeopleSoft - Processor Perpetual	18061892	1		ULA	22-May-12	9,900.79
Provisioning and Patch Automation Pack for Database - Processor Perpetual	18061892	1		ULA	22-May-12	14,222.92

Subtotal: USD 353,876.37

Total Amount: USD 353,876.37

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 Ann Tran at 408.642.2847 or at ann.tran@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 Office of the Controller acknowledges that Customer has authorized City and County of San Francisco Office of the Controller to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City and County of San Francisco Office of the Controller 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 Office of the Controller during the term of service.

The technical support services acquired under this ordering document are governed by the terms and conditions of the Oracle License and Services Agreement (OLSA v071807) dated November 21, 2007, between Contractor and City, as amended by, Amendment One dated November 21, 2007, Amendment Two dated November 17, 2008, Amendment Three dated February 22, 2010, Assignment and Assumption Agreement dated October 5, 2010, Amendment Four dated October 5, 2010, Amendment Five dated May 22, 2011 and Amendment Six dated May 22, 2012 ("Agreement"). 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/us/support/policies/index.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.

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 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 Office of the Controller is a tax exempt organization, a copy of City and County of San Francisco Office of the Controller's tax exemption certificate must be submitted with City and County of San Francisco Office of the Controller'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 #: 5137277
- Term of Service: 22-May-12 to 21-May-13
- Final Total: USD 353,876.37 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: Oracle License and Services Agreement v071807

In issuing a purchase order, City and County of San Francisco Office of the Controller 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 #: 5137277
- Term of Service: 22-May-12 to 21-May-13
- Final Total: USD 353,876.37 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: Oracle License and Services Agreement v071807

In issuing a check, City and County of San Francisco Office of the Controller 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 #: 5137277
Term of Service: 22-May-12 to 21-May-13
Final Total: USD 353,876.37 (excluding applicable tax)
Agreement: Oracle License and Services Agreement v071807

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 Office of the Controller 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: 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 203448
Dallas, TX 75320-3448

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

Amendment Five

THIS AMENDMENT (this "Amendment") is made as of **May 22, 2011**, 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 extend the ULA / Unlimited Deployment Program term, extend the existing technical 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:

1a. 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 21, 2007, Amendment Two dated November 17, 2008, Amendment Three dated February 22, 2010, the Assignment and Assumption Agreement dated October 5, 2010, and Amendment Four dated October 5, 2010.

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

AMENDMENT Amendment One, Amendment Two, Amendment 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 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, 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, Amendment Two, Amendment Three, Amendment Four and this document, Amendment Five, are attached, shall be construed together as this "Agreement."

AMENDMENT Amendment One, Amendment Two, Amendment Three, Amendment 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 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, 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 C to this Third Amendment, the amount for the Support fees shall be increased by Two Hundred Forty-One Thousand, Eight Hundred Fifty Five dollars (\$241,855).

In no event shall the aggregate amount of the Software License payments exceed One Million Ninety-Nine Thousand, Three Hundred Forty Dollars (\$1,099,340). In no event shall the fees for Support exceed One Million Twenty Three Thousand and Eighty Dollars (\$1,023,080).

In no event shall the total amount for all software and services paid under this contract exceed Two Million One Hundred and Twenty Two Thousand Four Hundred and Twenty Dollars (\$2,122,420).

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 E to this Fifth Amendment, the amount for license fees shall be increased by Five Hundred and Nine Thousand, One Hundred and Eight Nine dollars (\$509,189) and the Support fees shall be increased by One Hundred Seventy One Thousand, Six Hundred and Fifty Seven dollars (\$171,657).

In no event shall the aggregate amount of the Software License payments exceed One Million, Six Hundred and Eight Thousand, Five Hundred and Twenty Nine dollars (\$1,608,529). In no event shall the aggregate amount of Support payments exceed One Million, One Hundred Ninety Four Thousand, Seven Hundred and Thirty Seven dollars (\$1,194,737).

In no event shall the total amount for all software and services paid under this contract exceed Two Million, Eight Hundred and Three Thousand, Two Hundred and Sixty Six dollars (\$2,803,266).

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.

2 c. 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 license, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with section C of the November 2007 Ordering Document (Appendix A).

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to February 21, 2012 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.6 of the November 2007 Ordering Document, Appendix A) 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 license, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with section C of the November 2007 Ordering Document (Appendix A) as amended by Amendment One to the Ordering Document dated May 22, 2011 and attached hereto and incorporated by reference as Appendix E.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to May 22, 2012 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.6 of the November 2007 Ordering Document, Appendix A as amended by Amendment One to the Ordering Document dated May 22, 2011 and attached hereto and incorporated by reference as Appendix E) by issuance of an amendment to this Agreement.

2d. Delivery. Section 7 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 November 2007 Ordering Document (Appendix A), after certification of the purchase order and notice to Contractor.

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

7. **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) as amended by Amendment One to the Ordering Document dated May 22, 2011 and attached hereto and incorporated by reference as Appendix E, after certification of the purchase order and notice to Contractor.

2e. **Submitting False Claims; Monetary Penalties.** Section 15 is hereby replaced in its entirety to read 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.

2f. The May 22, 2011 Ordering Document amending the November 27, 2007 Ordering Document (Appendix A), 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 **May 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.

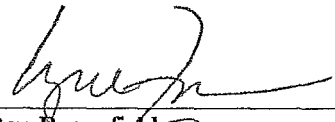
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

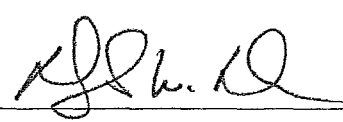
CONTRACTOR

Recommended by:

Oracle America, Inc.



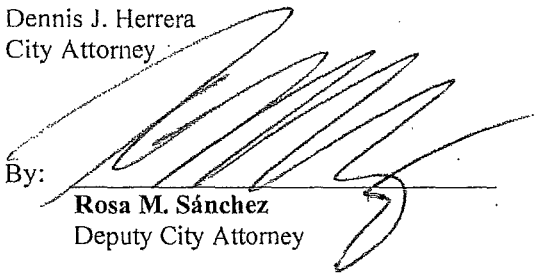
Ben Rosenfield
Controller
Office of the Controller



Name: DOUGLAS W. DORMAN
Title: DIRECTOR, LICENSE CONTRACTS

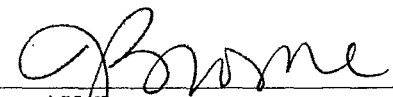
Approved as to Form:

Oracle America, Inc.
1910 Oracle Way
Reston, VA 20190

Dennis J. Herrera
City Attorney

By: _____
Rosa M. Sánchez
Deputy City Attorney

City vendor number: 41827

Approved:



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

Attachments:
Appendix E

Amendment One to the Ordering Document executed on November 27, 2007
(Appendix A).

5/22/11 10:00 AM

AMENDMENT ONE TO THE ORDERING DOCUMENT

ORACLE CONTRACT INFORMATION

This document (this "Amendment One") amends the ordering document executed on November 27, 2007 (the "ordering document") between the **City and County of San Francisco** ("you" or "CCSF") and Oracle America, Inc., as successor in interest to Oracle USA, Inc. ("Oracle"). All terms used but not otherwise defined in this Amendment One shall have the meanings given to such terms in the ordering document.

WHEREAS, subject to the terms and conditions of this Amendment One, the parties desire to amend the ordering document as follows:

- extend the Unlimited Deployment Period to end on November 30, 2012 (or such earlier period as set forth in section C.1.c of the ordering document);
- extend the existing technical support from February 22, 2012 to May 21, 2012; and
- add to the Unlimited Deployment Programs, one additional Unlimited Deployment Program as set forth (and denoted with two asterisks (**)) in section 1.1 of this Amendment One, and

WHEREAS, the parties also desire to amend, restate, and update certain other provisions of the ordering document, as set forth below;

NOW THEREFORE, in consideration of the representations and agreements contained in this Amendment One and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the ordering document as follows:

1. CHANGES TO THE ORDERING DOCUMENT

1.1 Section A (Programs and Services) of the ordering document shall be deleted in its entirety and replaced with the following:

"CCSF, as described in section B.1 of the ordering document, has ordered the program licenses and technical support services described below.

The programs designated below with an asterisk (*) are for use on an unlimited number of Processors until November 30, 2012, subject to the fixing requirements and all other terms and conditions of this ordering document (each such program being referred to as an "Unlimited Deployment Program" and collectively as the "Unlimited Deployment Programs"). These are restricted-use programs which may be used solely with CCSF's Project eMerge. The licenses ordered under this ordering document have a perpetual term in accordance with the agreement. The quantity of licenses will be determined pursuant to the section C.1.b of the ordering document ("Certified Deployment")"

Product Description / License Type	Quantity
a. * Advanced Security – Processor Perpetual	Unlimited
b. * Configuration Management Pack for Oracle Database – Processor Perpetual	Unlimited
c. * Diagnostics Pack – Processor Perpetual	Unlimited
d. * Oracle Application Management Suite for PeopleSoft - Processor Perpetual	Unlimited
e. * Oracle Database Enterprise Edition – Processor Perpetual	Unlimited
f. * Partitioning – Processor Perpetual	Unlimited
g. * Provisioning and Patch Automation Pack for Database – Processor Perpetual	Unlimited
h. * Real Application Clusters – Processor Perpetual	Unlimited
i. * Tuning Pack – Processor Perpetual	Unlimited
j. * Oracle Active Data Guard – Processor Perpetual**	Unlimited

You acknowledge and agree that the programs listed in the table above represent all the programs that you are licensed for under the ordering document, as amended by this Amendment One.

1.2 Sections B.2 (Commencement Date), B.4 (Fees, Invoicing, and Payment Obligation), and B.5 (Delivery and Installation) of the ordering document shall not apply to this Amendment One.

1.3 Sections B.6.b (Technical Support Cap) and B.6.c (Total Support Stream) of the ordering document shall be deleted in their entirety and replaced with the following:

"b. **Technical Support Caps.** Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") for the programs licensed under section 1.1 of this Amendment One may be renewed annually; and if you renew such technical support, then the annual technical support caps for the subsequent renewal years shall be as provided in the following table:

Period of Performance	Percentage Not to Exceed in Annual Increase over the Prior Year's SULS Fees
May 22, 2012 – May 21, 2013	0%
May 22, 2013 – November 29, 2013***	0%
November 30, 2013 – November 29, 2014	2%
November 30, 2014 – November 29, 2015	2%
November 30, 2015 – November 29, 2016	2%

*** The technical support services ordered between each of the renewal periods denoted with three asterisks (***) shall be pro-rated to the end date of such period of performance (for the support period and technical support fee).

The technical support caps set forth in the preceding sentence are granted, provided that, (a) with respect to each technical support renewal year that occurs during the Unlimited Deployment Period, you renew the Total Support Stream (as amended by Amendment One), and (b) with respect to each technical support renewal year that occurs after the end of the Unlimited Deployment Period, you renew the total technical support due under the ordering document (as amended by Amendment One) for the same number of licenses for the same programs as the previous year.

c. **Total Support Stream.** For purposes of this ordering document, the "Total Support Stream" shall mean: (i) the existing technical support for the licenses acquired under section A of the ordering document (as amended by Amendment One); and (ii) the net technical support fees for the new licenses acquired under Amendment One to this ordering document."

1.4 In the first sentence of the first paragraph of section C.1.a (Unlimited Deployment Right/ General) of the ordering document, delete "specified in section A, for 3.5 years" and replace it with "specified in section A of the ordering document (as amended by Amendment One), for 5 years".

1.5 In the first sentence of the second paragraph of Section C.1.a (Unlimited Deployment Right/ General) of the ordering document, delete the two instances of "three and a half years" and replace them with "five (5) years".

2. FEES, INVOICING AND PAYMENT OBLIGATIONS

2.1 You agree to pay Oracle the license and services fees set forth in the table below for the program licenses for Unlimited Deployment Programs acquired under section A of the ordering document (as amended by Amendment One) and technical support services acquired under this Amendment One.

	Net Fees
Net New License Fees	509,189.00
Net Technical Support Fees for New Licenses	112,021.58
Net Technical Support Fees for Existing Licenses****	59,635.42
Total Fees	680,846.00

**** The "Net Technical Support Fees for Existing Licenses" are from February 22, 2012 to May 21, 2012 of technical support fees.

2.2 All fees under this Amendment One are non-cancelable and the sums paid nonrefundable, except as provided in the agreement. All fees on this Amendment One are in US Dollars.

2.3 All program licenses and the period of performance for all services acquired under this Amendment One are effective upon the effective date of this Amendment One (such effective date being referred to as the "commencement date").

2.4 License and services fees are invoiced as of the commencement date. Service fees are invoiced in arrears of the service performance; specifically, technical support fees are invoiced quarterly in arrears.

2.5 In addition to the fees listed in section 2.1 above, Oracle will invoice you for any applicable shipping charges or applicable taxes.

2.6 The total annual technical support fees due under the ordering document, as amended by this Amendment One, and specified in the table in section 2.1 above, include (a) the existing technical support fees from February 22, 2012 to May 21, 2012, and (b) incremental technical support fees for the program licenses acquired under section A of the ordering document, as amended by section 1.1 of this Amendment One. Nothing in this Amendment One shall be deemed to relieve you of your obligation to maintain all of the components of the Total Support Stream (as amended by this Amendment One) in order to receive your Unlimited Deployment Right and technical support for the program licenses acquired under the ordering document (as amended by this Amendment One).

2.7 The invoices listed in the table below show the technical support fees due (or to be due) under renewal support contract number 2599575 for the periods of performance of technical support as noted in the "Invoice Term" column for existing program licenses listed in section 1.1. above as a through i. The amounts listed in the "Invoice Amount" column are inclusive of taxes, which

shall be removed, if not applicable. Nothing in this ordering document shall change your obligation to pay the invoices in the table below:

Renewal Support Contract Number	OSI Number	Invoices	Invoice Term		Invoice Amount	Invoice Due Date
2599575	15685350	41129531	22-Nov-10	21-Feb-11	\$63,335.74	22-Mar-11
2599575	15685350	41341895	22-Feb-11	21-May-11	\$63,335.73	20-Jun-11
2599575	15685350	41341893	22-May-11	21-Aug-11	\$63,335.73	20-Sep-11
2599575	15685350	41341896	22-Aug-11	21-Nov-11	\$63,335.73	21-Dec-11
2599575	15685350	41341894	22-Nov-11	21-Feb-12	\$63,335.74	22-Mar-12

2.8 In entering into payment obligations under this Amendment One, 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 Amendment One, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this Amendment One 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 Amendment One, per the terms of this Amendment One, the ordering document, and the agreement. The program licenses provided in this Amendment One 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.

2.9 Provided that you comply with the delivery terms in the Delivery and Installation section, Oracle shall not invoice you for sales tax pursuant to California law based on the net license fees in section A for the programs delivered by electronic download; however, you agree to reimburse Oracle for any and all applicable sales tax arising from imposition of sales tax based on the net license fees for the program licenses listed in section 1.1 of this Amendment One. Oracle shall invoice you and you are required to pay any applicable taxes related to the net support fees (specifically Software Update License & Support fees) for the ordered technical support services listed in section 2.1 of this Amendment One.

3. DELIVERY

3.1 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 in section 1.1 of this Amendment One. Through the Internet URL, you can access and electronically download to your California location the current production release as of the effective date below of the software and related program documentation for each program listed in section 1.1 of this Amendment One. You shall have 60 days from the effective date of this Amendment One 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 Amendment One, electronic or otherwise. You agree to execute and return the attached Certificate of Electronic Delivery simultaneously with the execution and return of this Amendment One. 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. You acknowledge and agree that (a) you have not received any tangible media for the programs listed in section A as of the effective date and (b) any rights to receive media granted under the agreement shall not be applicable to or provided for the programs listed in section 1.1 of this Amendment One. Further, you acknowledge that the electronic download delivery method shall be applicable to Oracle's delivery obligations for the initial copy of the programs listed in section 1.1 of this Amendment One and shall not be applicable to any delivery of updates and/or technical support services ordered under this Amendment One.

4. ORDER OF PRECEDENCE

The parties agree that the terms of this Amendment One will prevail in the event of any inconsistencies with any terms of the ordering document executed on November 27, 2007.

Other than the amended terms set forth herein, the terms and conditions of the ordering document remain unchanged and in full force and effect.

City and County of San Francisco	Oracle America, Inc.
Signature <u>[Signature]</u>	Signature <u>[Signature]</u>
Name <u>Monique Zmuda</u>	Name <u>Douglas W. Doran</u>
Title <u>Deputy Controller</u>	Title <u>Director, License Contracts</u>
Signature Date <u>5-25-11</u>	Signature Date <u>5/24/2011</u>
Effective Date <u>May 22, 2011</u>	

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 Oracle License and Services Agreement v071807, as amended, ~~addended or modified, between you and Oracle effective November 30, 2007 (the "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 22, 2011 (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 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 5-22-2011

City and County of San Francisco

Signature: [Handwritten Signature]

Name: Monique Zmuda

Title: Deputy Controller

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

Amendment Four

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 21, 2007, Amendment Two dated November 17, 2008, Amendment Three 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 and Amendment Two, and this document, Amendment Three, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendment One and Amendment 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.

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

AMENDMENT Amendment One, Amendment Two, Amendment 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 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, 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 Two Hundred Forty-One Thousand, Eight Hundred Fifty Five dollars (\$241,855).

In no event shall the aggregate amount of the Software License payments exceed One Million Ninety-Nine Thousand, Three Hundred Forty dollars (\$1,099,340). In no event shall the fees for Support exceed Seven Hundred Eighty-One Thousand, Two Hundred Twenty Five dollars (\$781,225).

In no event shall the total amount for all software and services paid under this contract exceed One Million Eight Hundred Eighty Thousand, Five Hundred Sixty Five dollars (\$1,880,565).

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 C to this Third Amendment, the amount for the Support fees shall be increased by Two Hundred Forty-One Thousand, Eight Hundred Fifty Five dollars (\$241,855).

In no event shall the aggregate amount of the Software License payments exceed One Million Ninety-Nine Thousand, Three Hundred Forty Dollars (\$1,099,340). In no event shall the fees for Support exceed One Million Twenty Three Thousand and Eighty Dollars (\$1,023,080).

In no event shall the total amount for all software and services paid under this contract exceed Two Million One Hundred and Twenty Two Thousand Four Hundred and Twenty Dollars (\$2,122,420).

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.

2 c. 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 license, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with section C of the November 2007 Ordering Document (Appendix A).

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance for until February 21, 2011 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.6 of the November 2007 Ordering Document, Appendix A) 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 license, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with section C of the November 2007 Ordering Document (Appendix A).

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to February 21, 2012 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.6 of the November 2007 Ordering Document, Appendix A) by issuance of an amendment to this Agreement.

2d. 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.

2e. 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 D.

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

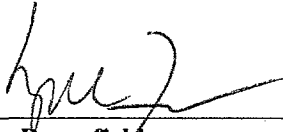
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. **Order of Precedence.** In the event of any conflict between the terms of this Amendment 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

Recommended by:

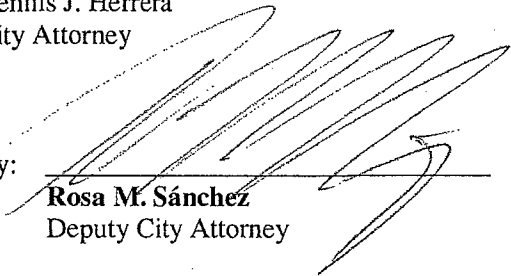


Ben Rosenfield
Controller
Office of the Controller

Approved as to Form:

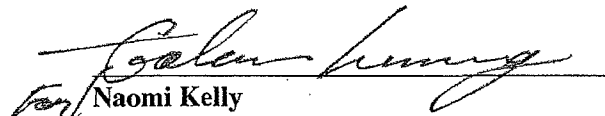
Dennis J. Herrera
City Attorney

By:



Rosa M. Sánchez
Deputy City Attorney

Approved:



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

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

Amendment 4
Order Doc

ORACLE

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 2599575 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 2599575, 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 #: 2599575	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 PI 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 2599575 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
Oracle Database Enterprise Edition - Processor Perpetual	15685350	42		ULA	22-Feb-11	139,819.68
Real Application Clusters - Processor Perpetual	15685350	20		ULA	22-Feb-11	33,290.40
Advanced Security - Processor Perpetual	15685350	18		ULA	22-Feb-11	14,980.68
Partitioning - Processor Perpetual	15685350	10		ULA	22-Feb-11	8,322.60
Diagnostics Pack - Processor Perpetual	15685350	42		ULA	22-Feb-11	10,486.48
Provisioning and Patch Automation Pack for Database - Processor Perpetual	15685350	42		ULA	22-Feb-11	10,486.48
Tuning Pack - Processor Perpetual	15685350	42		ULA	22-Feb-11	10,486.48
Configuration Management Pack - Processor Perpetual	15685350	42		ULA	22-Feb-11	10,486.48
Application Management Pack for PeopleSoft - Processor Perpetual	15685350	7		ULA	22-Feb-11	3,495.49

Subtotal: USD 241,854.77

Total Amount: USD 241,854.77

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 #: 2599575
- Term of Service: 22-Feb-11 to 21-Feb-12
- Final Total: USD 241,854.77 (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 #: 2599575
- Term of Service: 22-Feb-11 to 21-Feb-12
- Final Total: USD 241,854.77 (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 #: 2599575
- Term of Service: 22-Feb-11 to 21-Feb-12
- Final Total: USD 241,854.77 (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

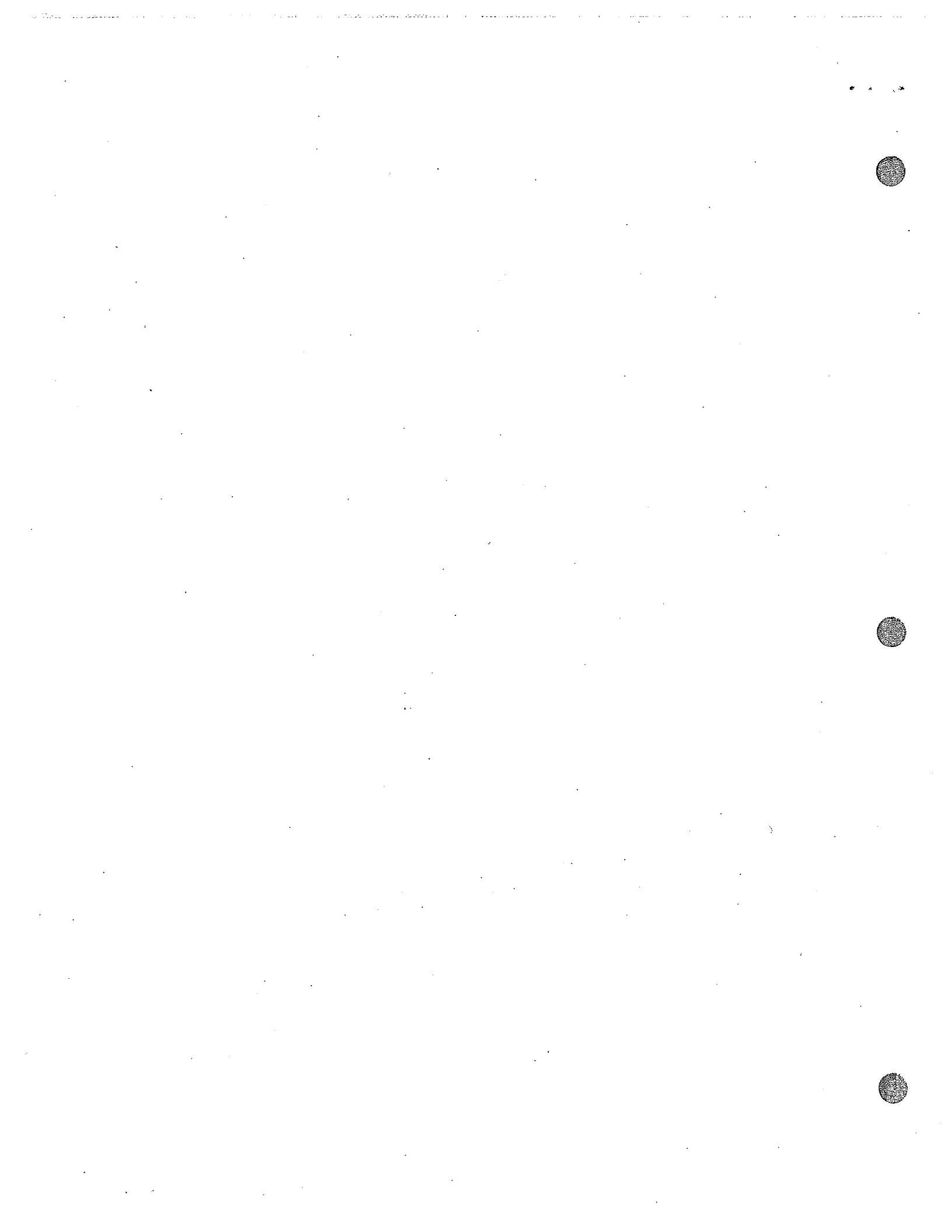
Checks for the technical support services ordered hereto should be sent to:

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**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT (this "Assignment") is dated **October 5, 2010** in San Francisco, California, by and between **Oracle USA, Inc.** ("Assignor") and **Oracle America, Inc.** ("Assignee").

RECITALS

WHEREAS, Assignor is a party to the Agreement (as defined below); and

WHEREAS, Assignor desires to assign the Agreement, and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Definitions.** The following definitions shall apply to this Assignment:

(a) **Agreement.** The term "Agreement" shall mean the Oracle License and Service Agreement as amended by Amendment One dated November 21, 2007 (Agreement) between Assignor and City and County of San Francisco, a municipal corporation ("City"). The term "Agreement" shall include any amendments or modifications set forth in Appendix A attached hereto and made a part hereof.

(b) **Effective Date.** "Effective Date" shall mean October 5, 2010, the date of this Assignment.

(c) **Other Terms.** Terms used and not defined in this Assignment shall have the meanings assigned to such terms in the Agreement.

2. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Agreement and all of Assignor's duties and obligations thereunder, to the extent arising on or after the Effective Date.

3. **Assumption.** Assignee hereby accepts the assignment transfer and conveyance set forth in Section 2 and agrees to perform all of Assignor's duties and obligations under the Agreement, to the extent arising on or after the Effective Date.

4. **Indemnities**

Assignee. Assignee shall indemnify, defend and protect Assignor, and hold Assignor harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of any breach by Assignee or Assignor of the Agreement or any other failure to perform or observe any of the duties or obligations thereunder assumed by Assignee pursuant to this Assignment.

5. **Governing Law.** This Assignment shall be governed by the laws of the State of California, without regard to its conflict of laws principles.
6. **Headings.** All section headings and captions contained in this Assignment are for reference only and shall not be considered in construing this Assignment.
7. **Entire Agreement.** This Assignment sets forth the entire agreement between Assignor and Assignee relating to the Agreement and supersedes all other oral or written provisions.
8. **Further Assurances.** From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Assignment or as may be required by City.
9. **Severability.** Should the application of any provision of this Assignment to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Assignment shall not be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of Assignor, Assignee and City.
10. **Successors; Third-Party Beneficiaries.** Subject to the terms of the Agreement, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Except as set forth in Section 12, nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than City and the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.
11. **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications regarding this Assignment or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below). All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Assignor, Assignee or City may designate a new address for purposes of this Section by notice to the other signatories to this Assignment.

If to Assignor:

**Oracle USA, Inc.
500 Oracle Parkway
Redwood City, California 94065
Attention: General Counsel, Legal Department**

If to Assignee:

**Oracle America, Inc.
500 Oracle Parkway
Redwood City, California 94065
Attention: General Counsel, Legal Department**

If to City:

**City and County of San Francisco
Office of the Controller
Attention: Rachel Cukierman
25 Van Ness Ave. Suite 345
San Francisco, California 94102**

12. **Consent of City; No Release of Assignor; Waivers.** Each of Assignor and Assignee acknowledges that the prior written consent of City to this Assignment is required under the terms of the Agreement. City shall be a third party beneficiary of this Assignment (other than Section 4) and shall have the right to enforce this Assignment. Neither this Assignment nor the consent of City set forth below shall release Assignor in whole or in part from any of its obligations or duties under the Agreement if Assignee fails to perform or observe any such obligation or duty. Assignor authorizes City, without notice or demand and without affecting Assignor's liability hereunder or under the Agreement to release or consent to an assignment by Assignee of all or any part of the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as of the date first referenced above.

ASSIGNOR *ORACLE AMERICA INC.*
SUCCESSOR IN INTEREST TO
Oracle USA, Inc
City Vendor #71766

By *Krystian Koper*
Title Contracts Manager

ASSIGNEE
Oracle America, Inc.
City Vendor #41827

By *Krystian Koper*
Title Contracts Manager

Subject to Section 12 of this Assignment, City hereby consents to the assignment and assumption described in Sections 2 and 3 of this Assignment.

CITY

Recommended by:

Ben Rosenfield
Controller
Office of the Controller

Approved as to Form:

Dennis J. Herrera
City Attorney

By _____
Rosa M. Sánchez
Deputy City Attorney

Approved:

Naomi Kelly
Director of Office of Contract Administration/ Purchaser

APPENDIX A

Amendments

Amendment Two dated November 17, 2008
Amendment Three dated February 22, 2010

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

Amendment Three

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 21, 2007, and Amendment Two 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 this document, Amendment Two, are attached, and these documents shall be construed together as this "Agreement."

AMENDMENT Amendments 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.

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

AMENDMENT Amendment One and Amendment 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.

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 B to this Second Amendment, the amount for the Support fees shall be increased by Two Hundred Ninety-Seven Thousand, Five Hundred Fifteen dollars (\$287,515).

In no event shall the aggregate amount of the Software License payments exceed One Million Ninety-Nine Thousand, Three Hundred Forty dollars (\$1,099,340). In no event shall the fees for Support exceed Five Hundred Thirty-Nine Thousand, Three Hundred Seventy dollars (\$539,370).

In no event shall the total amount for all software and services paid under this contract exceed One Million Six Hundred Thirty-Eight Thousand, Seven Hundred Ten dollars (\$1,638,710).

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 C to this Third Amendment, the amount for the Support fees shall be increased by Two Hundred Forty-One Thousand, Eight Hundred Fifty Five dollars (\$241,855).

In no event shall the aggregate amount of the Software License payments exceed One Million Ninety-Nine Thousand, Three Hundred Forty dollars (\$1,099,340). In no event shall the fees for Support exceed Seven Hundred Eighty-One Thousand, Two Hundred Twenty Five dollars (\$781,225).

In no event shall the total amount for all software and services paid under this contract exceed One Million Eight Hundred Eighty Thousand, Five Hundred Sixty Five dollars (\$1,880,565).

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.

2 c. 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 license, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with section C of the November 2007 Ordering Document (Appendix A).

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance for until February 21, 2010 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.6 of the November 2007 Ordering Document, Appendix A) 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 license, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with section C of the November 2007 Ordering Document (Appendix A).

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance for until February 21, 2011 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.6 of the November 2007 Ordering Document, Appendix A) 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 reference hereto as Appendix C.

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 Three and the Agreement as amended by Amendments One, Two, and this Amendment Three shall control.


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

CITY

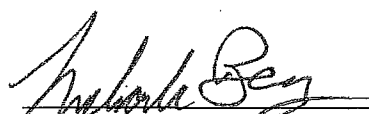
CONTRACTOR

Recommended by:

Oracle USA, Inc.



Ben Rosenfield
Controller
Office of the Controller

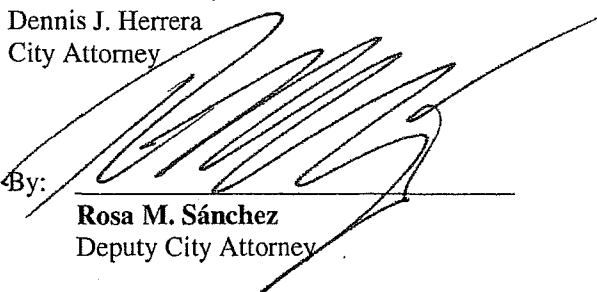


Michaela Barry
Senior Contracts Manager
Oracle USA, Inc.
500 Oracle Parkway
Redwood City, California 94065

Approved as to Form:

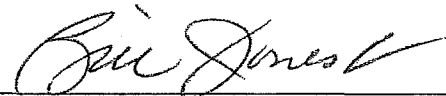
City vendor number: **71766**

Dennis J. Herrera
City Attorney



By: **Rosa M. Sánchez**
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 2599575 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 2599575, 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 #: 2599575 Offer Expires: 21-Feb-10 Payment Terms: NET 30 DAYS from date of invoice Billing Terms: Quarterly in Arrears	Renewal Contact: Gavin Ostrom Telephone: +19163155391 Fax: 916 315 5657 E-mail: gavin.ostrom@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: 25 Van Ness Ave. Suite 345 San Francisco CA 94102 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 Gavin Ostrom at gavin.ostrom@oracle.com or 916 315 5657. Please also include service contract number 2599575 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
Oracle Database Enterprise Edition - Processor Perpetual	15685350	42		ULA	22-Feb-10	139,819.68
Real Application Clusters - Processor Perpetual	15685350	20		ULA	22-Feb-10	33,290.40
Advanced Security - Processor Perpetual	15685350	18		ULA	22-Feb-10	14,980.68
Partitioning - Processor Perpetual	15685350	10		ULA	22-Feb-10	8,322.60
Diagnostics Pack - Processor Perpetual	15685350	42		ULA	22-Feb-10	10,486.48
Provisioning and Patch Automation Pack for Database - Processor Perpetual	15685350	42		ULA	22-Feb-10	10,486.48
Tuning Pack - Processor Perpetual	15685350	42		ULA	22-Feb-10	10,486.48
Configuration Management Pack - Processor Perpetual	15685350	42		ULA	22-Feb-10	10,486.48
Application Management Pack for PeopleSoft - Processor Perpetual	15685350	7		ULA	22-Feb-10	3,495.48

Subtotal: USD 241,854.77

Total Amount: USD 241,854.77

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 #: 2599575
- Term of Service: 22-Feb-10 to 21-Feb-11
- Final Total: USD 241,854.77 (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 #: 2599575
- Term of Service: 22-Feb-10 to 21-Feb-11
- Final Total: USD 241,854.77 (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 #: 2599575
Term of Service: 22-Feb-10 to 21-Feb-11
Final Total: USD 241,854.77 (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 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 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 performance period, and increase the contract amount;

Now, THEREFORE, the parties 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 21, 2007, 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:

a. 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 Ordering Document, and post

Software Maintenance Agreement
(Database)
P-550 (11-07)

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.

...

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 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 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 as 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 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 Documents (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.

In no event shall the amount of the Software License payment exceed One Million Ninety-Nine Thousand, Three Hundred Thirty Four dollars (\$1,099,339.80). In no event shall the fees for Support exceed Two Hundred Forty-One Thousand, Eight Hundred Fifty-Five dollars (\$241,855).

In no event shall the total amount for all software and services paid under this contract exceed One Million Three Hundred Forty-One Thousand, One Hundred Ninety-Five dollars (\$1,341,195).

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:

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 B to this Second Amendment, the amount for the Support fees shall be increased by Two Hundred Ninety-Seven Thousand, Five Hundred Fifteen dollars (\$297,515).

In no event shall the amount of the Software License payment exceed One Million Ninety-Nine Thousand, Three Hundred Thirty Four dollars (\$1,099,339.80). In no event shall the fees for Support exceed Five Hundred Thirty-Nine Thousand, Three Hundred Seventy dollars (\$539,370).

In no event shall the total amount for all software and services paid under this contract exceed One Million Six Hundred Thirty-Eight Thousand, Seven Hundred Ten dollars (\$1,638,710).

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.

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, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with section C of the Ordering Document.

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 the additional one year terms (contemplated in section B.6 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 license, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with section C of the November 2007 Ordering Document (Appendix A).

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance for until February 21, 2010 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.6 of the November 2007 Ordering Document, Appendix A) 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:

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 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 Ordering Document (Appendix A).

2f. The November 2008 Ordering Document regarding support is added to the Agreement and attached hereto as Appendix B.

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




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 B: Ordering Document



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 2599575 will expire, or have expired, on 29-Nov-08. 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 2599575, 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 26-Nov-08.

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 #: 2599575	Renewal Contact: M. Aaron Anastasi
Offer Expires: 29-Nov-08	
Payment Terms: NET 30 DAYS from date of invoice	Telephone: +19163154041
Billing Terms: Quarterly in Arrears	Fax: +19163155657
	E-mail: aaron.anastasi@oracle.com
CUSTOMER: City And County Of San Francisco	
QUOTE TO	BILL TO
Account Contact: Rachel Cukierman	Account Contact: Dept. Of Human Resources
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:
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 M. Aaron Anastasi at aaron.anastasi@oracle.com or +19163155657. Please also include service contract number 2599575 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
Oracle Database Enterprise Edition - Processor Perpetual	15685350	42		ULA	30-Nov-08	171,997.36
Real Application Clusters - Processor Perpetual	15685350	20		ULA	30-Nov-08	40,951.75
Advanced Security - Processor Perpetual	15685350	18		ULA	30-Nov-08	18,428.29
Partitioning - Processor Perpetual	15685350	10		ULA	30-Nov-08	10,237.94
Diagnostics Pack - Processor Perpetual	15685350	42		ULA	30-Nov-08	12,899.81
Provisioning Pack for Database - Processor Perpetual	15685350	42		ULA	30-Nov-08	12,899.81
Tuning Pack - Processor Perpetual	15685350	42		ULA	30-Nov-08	12,899.81
Configuration Management Pack - Processor Perpetual	15685350	42		ULA	30-Nov-08	12,899.81
Application Management Pack for PeopleSoft - Processor Perpetual	15685350	7		ULA	30-Nov-08	4,299.92

Subtotal: USD 297,514.50

Total Amount: USD 297,514.50

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 Oracle License and Services Agreement v071807. 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 #: 2599575
- Term of Service: 30-Nov-08 to 21-Feb-10
- Final Total: USD 297,514.50 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: Oracle License and Services Agreement v071807

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 Oracle License and Services Agreement v071807 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 #: 2599575
- Term of Service: 30-Nov-08 to 21-Feb-10
- Final Total: USD 297,514.50 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: Oracle License and Services Agreement v071807

In issuing a check, City And County Of San Francisco agrees and acknowledges that the terms of this ordering document and the terms of Oracle License and Services Agreement v071807 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 #: 2599575
Term of Service: 30-Nov-08 to 21-Feb-10
Final Total: USD 297,514.50 (excluding applicable tax)
Agreement: Oracle License and Services Agreement v071807

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 Oracle License and Services Agreement v071807 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

Oracle Liability capped
or not-to-exceed. Must
renew support each

AMENDMENT ONE

year with an
Amendment

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 21th 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 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 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.

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 One Million Ninety-Nine Thousand, Three Hundred Thirty Four dollars (\$1,099,340). In no event shall the fees for Support exceed Two Hundred Forty-One Thousand, Eight Hundred Fifty-Five dollars (\$241,855).

In no event shall the total amount for all software and services paid under this contract exceed One Million Three Hundred Forty-One Thousand, One Hundred Ninety-Five dollars (\$1,341,195).

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. Licenses shall be in the quantity that City designates in its ULA certification delivered to Contractor and subject to the price protections set forth in section C of the Ordering Document.

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.6 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

Recommended by:

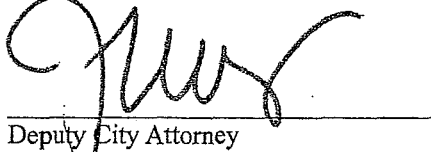


Micki Callahan
Director
Department of Human Resources


Approved as to Form:

Dennis J. Herrera
City Attorney

By

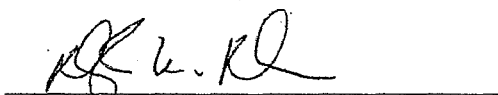

Deputy City Attorney

Approved:


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

CONTRACTOR

Oracle USA, Inc.



Douglas Doran
Director, Contracts
Oracle USA, Inc.
500 Oracle Parkway
Redwood City, California 94065

City vendor number: 71766

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.

\$M 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.

\$M 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.

SM 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: [Handwritten Signature]

Authorized Signature: [Handwritten Signature]

Name: Micki Callahan

Name: DOUGLAS W. DARRIN

Title: Human Resources Director

Title: DIRECTOR, LICENSES CONTRACTS

Signature Date: 4/29/07

Signature Date: 11/21/2007



ORDERING DOCUMENT

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

Your Name: City and County of San Francisco
Your Location: Department of Human Resources
44 Gough Street
San Francisco, CA 94103

Your Contact: Shelley Thomson
Phone Number: 415-557-4833
Email Address: shelly.thompson@sfgov.org

ORACLE CONTRACT INFORMATION

Agreement: Oracle License and Services Agreement
Agreement Name: Oracle License and Services Agreement v071807, as amended

This ordering document incorporates by reference the terms of the agreement specified above (the "agreement").

A. PROGRAMS AND SERVICES

You have ordered the program licenses and 12 months of technical support services (specifically Software Update License & Support ("SULS")), as described below. Listed below is a summary of net fees due under this ordering document. These fees are exclusive of any applicable shipping charges or applicable taxes.

The programs designated below with an asterisk ("*") are for use on an unlimited number of Processors for a 3.5 year term, subject to the fixing requirements and all other terms and conditions of this ordering document. These are restricted use programs, which may only be used with your PeopleSoft E-Merge Project.

All fees on this ordering document are in U.S. dollars.

Product Description / License Type	Quantity
*Oracle Database Enterprise Edition / Processor Perpetual	Unlimited
*Real Application Clusters / Processor Perpetual	Unlimited
*Partitioning / Processor Perpetual	Unlimited
*Advanced Security / Processor Perpetual	Unlimited
*Diagnostics Pack / Processor Perpetual	Unlimited
*Tuning Pack / Processor Perpetual	Unlimited
*Provisioning Pack for Database / Processor Perpetual	Unlimited
*Configuration Management Pack / Processor Perpetual	Unlimited
*Application Management Pack for PeopleSoft / Processor Perpetual	Unlimited

		Net Fees
	Oracle Program License Fees:	\$1,099,340
	Oracle Program Support Fees:	\$241,855
	Total Net Fees:	\$1,341,195

B. GENERAL TERMS

1. Customer Definition

Notwithstanding anything to the contrary in the agreement, for purposes of this ordering document only, "you" and "your" shall mean the entity listed at the head of this ordering document and you will be the only entity allowed to use the licenses acquired under this ordering document. No other entities created through a customer reorganization may use any of the licenses listed above in section A, including the Unlimited Deployment Program Licenses (defined in section C.1 below).

2. 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.

3. Territory

The program licenses and services described in section A are for use in the U.S.

4. Fees, Invoicing, and Payment Obligation

- a. All fees due under this ordering document shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.
- b. 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.
- c. Provided that you comply with the delivery terms in section B.5, 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.
- d. 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.

5. 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.

6. Technical Support

- a. **General.** Technical Support consists of annual SULLS services you may have ordered. Fees for technical support are due and payable quarterly in arrears. Technical support acquired under this ordering document shall be for a period of 12 months. Technical support is effective upon the effective date of this ordering document.
- b. **Technical Support Cap.** 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, "SULLS") acquired with your order may be renewed annually and, if you renew SULLS for the same number of licenses for the same programs, for the first through fourth renewal years the fee for SULLS will not increase over the prior year's fees. If you renew SULLS for the same number of licenses for the same programs for the fifth through eighth renewal years, the fee for SULLS will not increase by more 2% over the prior year's fees."
- c. **Total Support Stream.** For purposes of this ordering document, the "Total Support Stream" shall mean: (i) the technical support for the program licenses as specified in section A; and (ii) technical support for any program licenses purchased under a price hold.

7. 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.

8. 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.

C. UNLIMITED DEPLOYMENT

1. Unlimited Deployment Right

a. **General.** In consideration of the payment to Oracle of the license and technical support fees specified in section A, for 3.5 years from the effective date of this ordering document (or such earlier period as set forth below in section C.1.c) (the "**Unlimited Deployment Period**"), you will receive the right to use the programs designated with an asterisk ("*") in section A above on an unlimited number of Processors (each such program, an "**Unlimited Deployment Program**"; and the right to use such programs on an unlimited number of Processors, the "**Unlimited Deployment Right**"), provided that (a) your use of such Unlimited Deployment Programs shall be in compliance with the terms of the agreement and this ordering document, and (b) you continuously maintain the Total Support Stream.

Three and a half years from the effective date of this ordering document (or earlier as set forth below in section C.1.c), the Unlimited Deployment Period and the Unlimited Deployment Right shall terminate, and within thirty (30) days of three and a half years after the effective date of this ordering document (the "**Certification Date**"), you and Oracle shall follow the certification process set forth in section C.1.b below.

b. **Certification Process.** On the Certification Date (or Accelerated Certification Date (as defined below), if applicable), you shall furnish Oracle with a certification signed by an officer of your organization verifying the quantity of Processors on which the Unlimited Deployment Programs are installed and running by you as of the date on which the Unlimited Deployment Period expires or is terminated, as applicable (such certified quantity, the "**Certified Deployment**"). On the third anniversary of the effective date of this ordering document (or earlier as set forth in section C.1.c), your quantity of Processor licenses for the programs designated with an asterisk ("*") in section A above shall be fixed and limited as set forth in the Certified Deployment.

c. **Breach of Unlimited Deployment Terms.** Upon the date that you first fail to meet any of the conditions specified in section C.1.a above (the "**Non-Compliance Date**"), then the Unlimited Deployment Period and the Unlimited Deployment Right shall immediately terminate, the Certification Date shall be accelerated to 15 business days after the Non-Compliance Date (the "**Accelerated Certification Date**"), and you and Oracle shall follow the certification process set forth in section C.1.b above. On the Accelerated Certification Date, your quantity of licenses for the programs designated with an asterisk ("*") in section A above will be fixed and limited as set forth in such section C.1.b.

You shall not be entitled to any credit or refund as a result of such termination of the Unlimited Deployment Period. If your non-compliance is due to failure to maintain the Total Support Stream, your program licenses after the Non-Compliance Date and all desupported licenses will be subject to Oracle's technical support pricing and policies in effect on the Non-Compliance Date.

d. **Expiration or Termination of Unlimited Deployment Period.** Following the expiration or termination of the Unlimited Deployment Period, your use of the programs licensed and certified

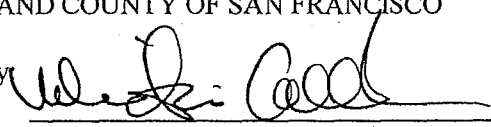
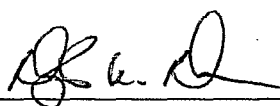
pursuant to the certification process set forth in section C.1.b will continue to be in accordance with the agreement and this ordering document.

Following the expiration or termination of the Unlimited Deployment Period, and regardless of the quantity of program licenses in your Certified Deployment, your annual technical support fee for the programs licensed under this ordering document shall be based on but shall in no event be less than the annual technical support fee you paid for such program licenses at the support renewal immediately prior to the expiration or termination of the Unlimited Deployment Period.

If at any time after the expiration or termination of the Unlimited Deployment Period your use of the programs licensed and certified pursuant to the certification process set forth in section C.1.b exceeds the Certified Deployment, then you must acquire additional licenses and technical support for such program(s) for such exceeded use in accordance with Oracle's then current prices and policies.

If at any time after the expiration or termination of the Unlimited Deployment Period your use of the programs licensed and certified pursuant to the certification process set forth in section C.1.b decreases such that such use is below the Certified Deployment, you shall not be entitled to a refund or credit of any license and/or technical support fees paid under this ordering document.

- e. **Restriction on Assignment.** Notwithstanding anything to the contrary in the agreement, during the Unlimited Deployment Period you may not assign the Unlimited Deployment Program licenses acquired under this ordering document, or give or transfer an interest in them to another individual or entity.

This quote is valid through November 30, 2007 and shall become binding upon execution by you and acceptance by Oracle.	
CITY AND COUNTY OF SAN FRANCISCO	ORACLE USA, INC.
By: <u></u>	By: <u></u>
Name: <u>Micki Callahan</u>	Name: <u>DOUGLAS W. DORAN</u>
Title: <u>Director of Human Resources</u>	Title: <u>DIRECTOR, LICENSING CONTRACTS</u>
Date: <u>11/27/07</u>	Date: <u>11/21/2007</u>
Effective Date: _____	(To be completed by Oracle)

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 Oracle License and Services Agreement v101907, 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 November __, 2007.

CITY AND COUNTY OF SAN FRANCISCO

By: _____

Name: _____

Title: _____



CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

Ben Rosenfield
Controller
Todd Rydstrom
Deputy Controller

September 11, 2017

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 single-sided and two single-sided, black and white copies of the proposed resolution for Board of Supervisors approval, which would authorize the Office of the Controller to enter into the fifteenth amendment to the agreement with Oracle America, Inc., bringing the contract total to \$12,211,193.65.

This contract amendment is essential for the Office of the Controller's Systems Division to extend the term of the software licenses and support required for the City's Oracle 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 years or requiring anticipated City expenditures of ten million dollars.

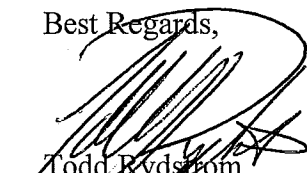
The following is a list of accompanying documents:

- Resolution
- Oracle America, Inc. Contract Amendment 15
- Oracle America, Inc. Original Contract and Amendments 1-14
- Form SFEC-126 for Oracle America, Inc.

The Systems 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 Systems Division Director, Jack Wood at (415) 558-7848 or Jack.Wood@sfgov.org.

Best Regards,


Todd Rydstrom
Deputy Controller

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2017 SEP 11 AM 11:27

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.	
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 of 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.	
(1) Contractor's Board of Directors: Board of Directors Names in Comments Section	
(2) Contractor's Chief Executive Officer: Safra A. Catzand, Mark Hurd	
(2) Contractor's Chief Financial Officer: Safra A. Catzand	
(2) Contractor's Chief Operating Officer: N/A	
(3) Any person who has ownership of 20% of 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: November 21, 2007	Amount of contract: \$12,211,193.65
Describe the nature of the contract that was approved: Systems 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 extend the term of the software licenses and support required for the City's Oracle PeopleSoft Human Capital Management (HCM) system pursuant to Charter, Section 9.118(b). Amendment to be approved is for \$4,183,659.87 bringing the contract total to \$12,211,193.65.	
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

