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

Ninth Amendment

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIFICATIONS

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

WARRANTY

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIFICATIONS

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

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

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

3.   City's Payment Obligation

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

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

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

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

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

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

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

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

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

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

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

3. City's Payment Obligation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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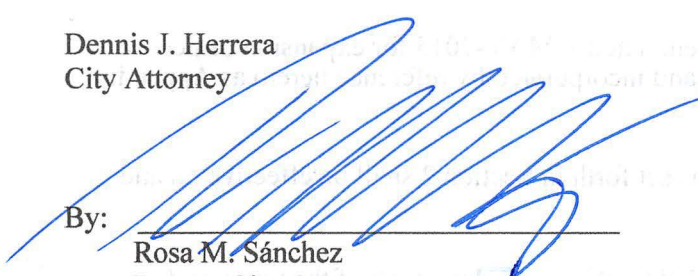
CITY

Recommended by:

Pe Steveison (for)

Todd Rydstrom
Deputy Controller
Office of the Controller

CONTRACTOR

Oracle America, Inc.

(signature)
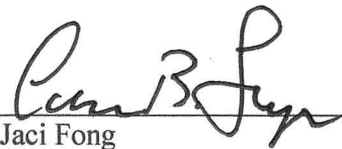
Elizabeth Hwang
Senior Contract Manager

City vendor number: 41827

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _(signature)_

Rosa M. Sánchez
Deputy City Attorney

Approved:

(signature)

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

Appendices:

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

ORACLE®

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

Your Name	City and County of San Francisco	**Your Contact**	Wendy Hamilton
Your Location	1 Dr Carlton B Goodlett Pl Carlton	**Phone Number**	415-701-3492
	San Francisco, CA 94102	**Email Address**	wendy.hamilton@sfgov.org

Programs and Program-Related Service Offerings	
PeopleSoft Enterprise	
Product Description / License Type	**Quantity**
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual Software Update License & Support	2,000
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual Software Update License & Support	2,000
PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual Software Update License & Support	2,000
PeopleSoft Enterprise Interaction Hub - Enterprise $M in Operating Budget Perpetual Software Update License & Support	2,280

Fee Description		**Net Fee**
Program Fees	:	122,541.99
Program-Related Service Offerings Fees		26,442.22
Total Fees		148,984.21

A. Agreement and Modifications to the Agreement

1. Agreement

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

B. Terms Specific to Program(s)

1. Delivery and Installation

a. You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.

b. Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: http://edelivery.oracle.com/exempt the programs listed above. 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 and interest may be due and you agree to reimburse Oracle for any applicable sales taxes and interest (interest rate used will be the applicable state's rate on sales tax underpayments) related to acquisition of such updates as specified in the agreement.

C. General Terms

1. Commencement Date

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

2. Territory

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

3. Summary of Fees

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

4. Pricing Invoicing and Payment Obligation

a. Program fees are invoiced as of the Commencement Date for the Programs. Technical support fees are invoiced quarterly in arrears.

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

c. Provided that you comply with the delivery terms in the Delivery and Installation Section of this ordering document, Oracle shall not invoice you for sales tax pursuant to California tax law based on the net license fees and net technical support fees for the programs listed above and all updates to these programs delivered by electronic download; however, you agree to reimburse Oracle according to the amount which shall be specified in Oracle's invoice to you, for applicable sales taxes arising from imposition of sales tax based on the net license fees and net technical support fees listed above and any updates to these programs delivered by electronic download.

d. In addition to the prices listed on the order, Oracle will invoice You for any applicable freight charges or applicable taxes, and You will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at http://oracle.com/contracts.

e. You understand that You may receive multiple invoices for the Products and Service Offerings You ordered.

f. In entering into payment obligations under this order, You agree and acknowledge that You have not relied on the future availability of any Hardware, Program or updates. However, (i) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (ii) the preceding sentence does not change the rights granted to You under this order and the Master Agreement.

5. Segmentation

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

6. Source Code

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

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

7. Order of Precedence

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

8. Offer Validity

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

9. Oracle's License Definitions and Rules

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

10. Customer Reference

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

11. Technical Support

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

D. Future Purchases

1. Pricing Pursuant to Expansion

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

Summary

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

The Program licenses listed in the Program and Program-Related Service Offerings section with the license types Enterprise Employee Perpetual are ordered and subject to the applicable fees and terms of the order between You and Oracle dated 30-Nov-2007 (Oracle order reference number 8276414). As of the effective date of this order, Your actual Enterprise Employee Perpetual is greater than or equal to 30.000. The Summary Exhibit lists the Program licenses acquired prior to the effective date, the Program licenses acquired under this order and the total number of Program licenses acquired to date.

Summary

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

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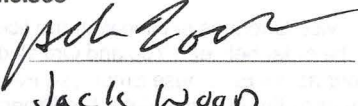
Summary

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

E. OTHER

1. Accessibility

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

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

Certificate of Electronic Delivery

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

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

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

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

City and County of San Francisco

Signature _____

Name _____Jack Woon_____

Title _____emerg Director_____

Definitions and Licensing Rules:

Order Specific License Definitions and Rules

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

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

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

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

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

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

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

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

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