Amendment Five

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

RECITALS

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

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

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

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

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

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

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

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

1.   **Definitions**

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

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

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

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

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

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

1. **Definitions**

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

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

....

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

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

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

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

3. City's Payment Obligation

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

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

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

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

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

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

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

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

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

<u>**Such section is hereby amended in its entirety to read as follows:**</u>

3. City's Payment Obligation

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

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

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

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

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

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

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

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

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

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

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

4. **Term of the Agreement**

a. **Term of the License**

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

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

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

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

4. **Term of the Agreement**

a. **Term of the License**

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

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

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

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

15. **Submitting False Claims; Monetary Penalties.**

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

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

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

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

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

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

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

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

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

CITY

Recommended by:

_____
Ben Rosenfield
Controller
Office of the Controller

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
      Rosa M. 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**

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

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

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

Regards,

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

ORACLE®

Ordering Document

Service Contract #:	2713711	**Renewal Contact:**	Ann Tran
Offer Expires:	21-Feb-11		
Payment Terms:	30 NET from date of invoice	**Telephone:**	408.642.2847
		Fax:	408.642.2847
Billing Terms:	Quarterly in Arrears	**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.	**Address:**	1 Dr Carlton B Goodlett Pl
	Suite 345 San Francisco CA 94102 United States		San Francisco CA 94102 United States
Telephone:	415 554-2333	**Telephone:**	-415.554.7604
Fax:		**Fax:**	
E-mail:	rachel.cukierman@sfgov.org	**E-mail:**	@

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

Service Details

Service Level:	Software Update License & Support					End Date: 21-Feb-12

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

Service Contract Number: 2713711

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Service Level:	Software Update License & Support					End Date: 21-Feb-12

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

Service Contract Number: 2713711

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Service Level:	Software Update License & Support					End Date: 21-Feb-12

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

Subtotal: **USD** **767,535.15**

Total Amount: USD **767,535.15**

plus applicable tax

Notes:

1. If any of the fields listed above are blank, then such field(s) does not apply for the applicable programs and/or hardware.

2. If a change to the Service Details provided above is required, please contact Ann Tran at 408.642.2847 or at ann.tran@oracle.com and an updated ordering document will be provided to you.

Service Contract Number: 2713711

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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.

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Order Processing Details

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

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

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

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

PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION

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

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

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

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

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

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

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

Please mail check payments per the Remittance Details provided below.

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

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

_____
Credit Card Number

_____
Expiration Date

_____
Billing Address (associated with Credit Card)

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

_____
Authorized Signature

_____
Name

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

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

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

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

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

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

All Other States:

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

Service Contract Number: 2713711

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