

**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](mailto:ann.tran@oracle.com)  
Tel.: 408.556.4833  
Fax: 408.556.4833



**GENERAL INFORMATION**

<b>OFFER EXPIRATION</b>		<b>ORACLE:</b> Oracle America, Inc.	
<b>Support Service Number:</b>	5137277	<b>Oracle Support Sales Representative:</b>	Ann Tran
<b>Offer Expires:</b>	29-Nov-17	<b>Telephone:</b>	408.556.4833
		<b>Fax:</b>	408.556.4833
		<b>E-mail:</b>	ann.tran@oracle.com
<b>CUSTOMER: CITY &amp; COUNTY OF SAN FRANCISCO</b>			
<b>CUSTOMER QUOTE TO</b>		<b>CUSTOMER BILL TO</b>	
<b>Account Contact:</b>	Keith Miller	<b>Account Contact:</b>	ACCOUNTS PAYABLE
<b>Account Name:</b>	City and County of San Francisco Office of the Controller	<b>Account Name:</b>	CITY & COUNTY OF SAN FRANCISCO
<b>Address:</b>	1 South Van Ness Ave. Suite 800 San Francisco CA 94103 United States	<b>Address:</b>	Controllers (COI06) City Hall Room 484, 1DR GOODLEFT Place, San Francisco CA 94102 United States
<b>Telephone:</b>	415 7013498	<b>Telephone:</b>	
<b>Fax:</b>		<b>Fax:</b>	
<b>E-mail:</b>	keith.miller@sfgov.org	<b>E-mail:</b>	

"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

<b>Program Technical Support Services</b>							
<b>Service Level: Software Update License &amp; Support</b>							

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

<b>Program Technical Support Services</b>							
<b>Service Level: Software Update License &amp; Support</b>							

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**

<b>Program Technical Support Services</b>							
<b>Service Level: Software Update License &amp; Support</b>							

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 SPECIFIED APP	30-Nov-17	30-Nov-22	126,484.82
Exalogic Elastic Cloud Software - Processor Perpetual	19299757	64		LIMITED USE SPECIFIED APP	30-Nov-17	30-Nov-22	224,861.79

**Program Technical Support Fees: USD 351,346.61**

<b>Program Technical Support Services</b>							
<b>Service Level: Software Update License &amp; Support</b>							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Data Masking Pack - Processor Perpetual	19297747	8		LIMITED USE SPECIFIED APP	30-Nov-17	30-Nov-22	32,323.85
Oracle GoldenGate - Processor Perpetual	19297747	16		LIMITED USE SPECIFIED APP	30-Nov-17	30-Nov-22	98,377.08
Oracle Real Application Clusters - Processor Perpetual	19297747	16		LIMITED USE SPECIFIED 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](mailto:ann.tran@oracle.com)  
Tel.: 408.556.4833  
Fax: 408.556.4833





**GENERAL INFORMATION**

<b>OFFER EXPIRATION</b>		<b>ORACLE:</b> Oracle America, Inc.	
<b>Support Service Number:</b>	6331017	<b>Oracle Support Sales Representative:</b>	Ann Tran
<b>Offer Expires:</b>	29-Nov-17	<b>Telephone:</b>	408.556.4833
		<b>Fax:</b>	408.556.4833
		<b>E-mail:</b>	ann.tran@oracle.com
<b>CUSTOMER:</b> CITY & COUNTY OF SAN FRANCISCO			
<b>CUSTOMER QUOTE TO</b>		<b>CUSTOMER BILL TO</b>	
<b>Account Contact:</b>	Keith Miller	<b>Account Contact:</b>	ACCOUNTS PAYABLE
<b>Account Name:</b>	CITY & COUNTY OF SAN FRANCISCO	<b>Account Name:</b>	CITY & COUNTY OF SAN FRANCISCO
<b>Address:</b>	One South Van Ness Ave, 8th Fl San Francisco CA 94103 United States	<b>Address:</b>	Controller's Office (COB08)  City Hall Rm 482 1 Dr Goodlett Place San Francisco CA 94103 United States
<b>Telephone:</b>	415 701.3498	<b>Telephone:</b>	
<b>Fax:</b>		<b>Fax:</b>	
<b>E-mail:</b>	keith.miller@sfgov.org	<b>E-mail:</b>	

"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

<b>Program Technical Support Services</b>							
<b>Service Level: Software Update License &amp; Support</b>							

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 SPECIFIED 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](mailto:ann.tran@oracle.com)  
Tel.: 408.556.4833  
Fax: 408.556.4833



**GENERAL INFORMATION**

<b>OFFER EXPIRATION</b>	<b>ORACLE:</b> Oracle America, Inc.	
<b>Support Service Number:</b> 6376106	<b>Oracle Support Sales Representative:</b> Ann Tran	
<b>Offer Expires:</b> 29-Nov-17	<b>Telephone:</b> 408.556.4833	
	<b>Fax:</b> 408.556.4833	
	<b>E-mail:</b> ann.tran@oracle.com	
<b>CUSTOMER:</b> City and County of San Francisco		
<b>CUSTOMER QUOTE TO</b>	<b>CUSTOMER BILL TO</b>	
<b>Account Contact:</b> Jolie Gines	<b>Account Contact:</b> ACCOUNTS PAYABLE	
<b>Account Name:</b> CITY & COUNTY OF SAN FRANCISCO	<b>Account Name:</b> CITY & COUNTY OF SAN FRANCISCO	
<b>Address:</b> PPSD/E-MERGE Controller's Office 1 S Van Ness Ave, Ste 800 San Francisco CA 94103 United States	<b>Address:</b> Department of Technology  1 South Van Ness Avenue, 2nd Floor SAN FRANCISCO CA 94103 United States	
<b>Telephone:</b> 415 581 3974	<b>Telephone:</b>	
<b>Fax:</b>	<b>Fax:</b>	
<b>E-mail:</b> jolie.gines@sfgov.org	<b>E-mail:</b>	

"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

<b>Program Technical Support Services</b>							
<b>Service Level: Software Update License &amp; Support</b>							

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



**GENERAL INFORMATION**

<b>OFFER EXPIRATION</b>	<b>ORACLE:</b> Oracle America, Inc.
<b>Support Service Number:</b> 6138948 <b>Offer Expires:</b> 29-Nov-17	<b>Oracle Support Sales Representative:</b> Ann Tran  <b>Telephone:</b> 408.556.4833 <b>Fax:</b> 408.556.4833 <b>E-mail:</b> ann.tran@oracle.com
<b>CUSTOMER:</b> CITY & COUNTY OF SAN FRANCISCO	
<b>CUSTOMER QUOTE TO</b> <b>Account Contact:</b> Jolie Gines <b>Account Name:</b> CITY & COUNTY OF SAN FRANCISCO <b>Address:</b> Department of Technology 1 South Van Ness Avenue, 2nd Floor SAN FRANCISCO CA 94103 United States <b>Telephone:</b> 415 581 3974 <b>Fax:</b> <b>E-mail:</b> jolie.gines@sfgov.org	<b>CUSTOMER BILL TO</b> <b>Account Contact:</b> ACCOUNTS PAYABLE <b>Account Name:</b> CITY & COUNTY OF SAN FRANCISCO <b>Address:</b> Department of Technology 1 South Van Ness Avenue, 2nd Floor SAN FRANCISCO CA 94103 United States <b>Telephone:</b> <b>Fax:</b> <b>E-mail:</b>

"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

<b>Hardware Technical Support Services</b>
<b>Service Level: Oracle Premier Support for Systems</b>

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



<b>Hardware Technical Support Services</b>
<b>Service Level: Oracle Premier Support for Systems</b>

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

<b>Hardware Technical Support Services</b>
<b>Service Level: Oracle Premier Support for Systems</b>

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**

<b>Program Technical Support Services</b>
<b>Service Level: Software Update License &amp; Support</b>

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**

<b>Program Technical Support Services</b>
<b>Service Level: Software Update License &amp; Support</b>

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**

<b>Program Technical Support Services</b>
<b>Service Level: Software Update License &amp; Support</b>

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

<b>Hardware Technical Support Services</b>
<b>Service Level: Oracle Premier Support for Systems</b>

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
<b>Installed At:</b> 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

<b>Hardware Technical Support Services</b>
<b>Service Level: Oracle Premier Support for Systems</b>

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
<b>Installed At:</b> 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

<b>Hardware Technical Support Services</b>
<b>Service Level: Oracle Premier Support for Systems</b>

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
<b>Installed At:</b> 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**

<b>Hardware Technical Support Services</b>
<b>Service Level: Oracle Premier Support for Systems</b>

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
<b>Installed At:</b> 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**

<b>Hardware Technical Support Services</b>
<b>Service Level: Oracle Premier Support for Systems</b>

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

<b>Hardware Technical Support Services</b>
<b>Service Level: Oracle Premier Support for Systems</b>

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**

<b>Hardware Technical Support Services</b>
<b>Service Level: Oracle Premier Support for Systems</b>

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
<b>Installed At:</b> 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**

<b>Hardware Technical Support Services</b>
<b>Service Level: Oracle Premier Support for Systems</b>

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
<b>Installed At:</b> 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**

<b>Hardware Technical Support Services</b>
<b>Service Level: Oracle Premier Support for Systems</b>

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
<b>Installed At:</b> 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

<b>Hardware Technical Support Services</b>
<b>Service Level: Oracle Premier Support for Systems</b>

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