

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

Sixth Amendment

THIS AMENDMENT (this "Amendment") is made as of May 22, 2012, in San Francisco, California, by and between **Oracle America, Inc., 1910 Oracle Way, Reston VA 20190** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and
WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to renew annual support, increase the contract amount, and update standard contractual clauses;

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

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

a. Agreement. The term "Agreement" shall mean the Oracle pre-printed License and Services Agreement (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, Amendment One dated November 21, 2007, Amendment Two dated November 17, 2008, Amendment Three dated February 22, 2010, the Assignment and Assumption Agreement dated October 5, 2010, Amendment Four dated October 5, 2010, and Amendment Five dated May 19, 2011:

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

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

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

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

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

AMENDMENT Amendment One, Amendment Two, Amendment Three, Amendment Four and this document, Amendment Five, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSAv071807.

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

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

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

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

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

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

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

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

WARRANTY PERIOD The warranty period shall commence on (i) the effective date of the November 2007 Ordering Document (Appendix A) and continue for 12 (twelve) months for the software and each related update to the software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter

for technical services, unless greater periods for (i) and (ii) are specified in the November 2007 Ordering Documents.

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

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

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

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

AMENDMENT Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, and this document, Amendment Six, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSAv071807.

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

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

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

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

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

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

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

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

WARRANTY PERIOD The warranty period shall commence on (i) the effective date of the November 2007 Ordering Document (Appendix A) and continue for 12 (twelve) months for the software and each related update to the software and (ii) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services, unless greater periods for (i) and (ii) are specified in the November 2007 and May 2011 Ordering Documents.

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

b. Section 2. Section 2 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation of the Agreement currently reads as follows:

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. City's delivery of a purchase order to Contractor manifests such certifications and authorizations.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kinds at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration of this Agreement.

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

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

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

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

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

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

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

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

To cover the purchase under the Oracle order document attached as Appendix E to this Fifth Amendment, the amount for license fees shall be increased by Five Hundred and Nine Thousand, One

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

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

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

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

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

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

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

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

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

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

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

To cover the purchase under the Oracle order document attached as Appendix F to this Sixth Amendment, the amount for the Support fees shall be increased by Three Hundred Fifty-Three Thousand, Eight Hundred Seventy Seven dollars (\$353,877).

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

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

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

d. Section 4. Section 4 Term of the Agreement currently reads as follows:

a. Term of the License

Subject to Section 5, the license granted under this Agreement shall commence upon Acceptance of the Licensed Software and shall continue in perpetuity. All licenses granted under this Agreement shall be perpetual unless otherwise stated in the specific Ordering Document procuring the license, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with section C of the November 2007 Ordering Document (Appendix A) as amended by Amendment One to the Ordering Document dated May 22, 2011 and attached hereto and incorporated by reference as Appendix E.

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to May 22, 2012 unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for Four (4) additional one year terms (with the price caps set forth in Section B.6 of the November 2007 Ordering Document, Appendix A as amended by Amendment One to the Ordering Document dated May 22, 2011 and attached hereto and incorporated by reference as Appendix E) by issuance of an amendment to this Agreement.

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

4. Term of the Agreement

a. Term of the License

Subject to Section 5, the license granted under this Agreement shall commence upon Acceptance of the Licensed Software and shall continue in perpetuity. All licenses granted under this Agreement shall be perpetual unless otherwise stated in the specific Ordering Document procuring the license, and shall be in the quantity that City designates in its ULA certification delivered to Contractor in accordance with Section 1 of Amendment One to the November 2007 Ordering Document (Appendix E).

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to May 22, 2013 unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for Three (3) additional one year terms (with the price caps set forth in Section 1.3 of Amendment One to the November 2007 Ordering Document, Appendix E) by issuance of an amendment to this Agreement.

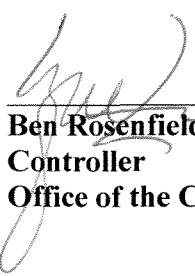
3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **May 22, 2012**.

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

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

CITY

Recommended by:

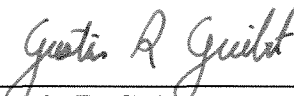


Ben Rosenfield
Controller
Office of the Controller

Approved as to Form:

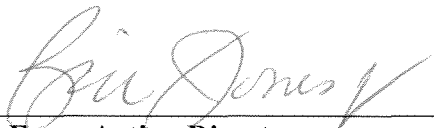
Dennis J. Herrera
City Attorney

By:



Gustin R. Guibert
Deputy City Attorney

Approved:



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

CONTRACTOR

Oracle America, Inc.



Theresa Agee
Manager, NA Support Services Contracts

Date: April 19, 2012

City vendor number: 41827

APPENDIX F



19-Mar-12

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

Dear Wendy Hamilton,

The technical support services and benefits provided under service contract number 5137277 will expire, or have expired, on 21-May-12. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may also include incremental technical support services newly acquired.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number 5137277, please order the technical support services on this ordering document by issuing a form of payment acceptable to Oracle in accordance with the attached Order Processing Details section on or before 22-Apr-12.

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

Regards,

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



Ordering Document

Service Contract #: 5137277	Renewal Contact: Ann Tran
Offer Expires: 21-May-12	
Payment Terms: NET 30 DAYS from date of invoice	Telephone: 408.642.2847
	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: Wendy Hamilton	Account Contact: Wendy Hamilton
Account Name: City and County of San Francisco Office of the Controller	Account Name: City And County Of San Francisco
Address: 1 South Van Ness Ave.	Address: PPSD/E-MERGE Controller's Office
Suite 800	1 S Van Ness Ave, Ste 800
San Francisco	San Francisco
CA 94103	CA 94103
United States	United States
Telephone: 415 701.3492	Telephone: 415-701.3492
Fax:	Fax:
E-mail: wendy.hamilton@sfgov.org	E-mail: Wendy.Hamilton@sfgov.org

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to Ann Tran at ann.tran@oracle.com or 408.642.2847. Please also include service contract number 5137277 on such reply.

Service Details

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

Subtotal: USD 353,876.37

Total Amount: USD 353,876.37

plus applicable tax

Notes:

1. If any of the fields listed above are blank, the program licenses were acquired under a separate license model in which such field(s) does not apply.
2. If a change to the Service Details provided above is required, please contact Ann Tran at 408.642.2847 or at ann.tran@oracle.com and an updated ordering document will be provided to you in accordance with Oracle's technical support policies.

GENERAL TERMS

"You" and "your" refers to the Customer provided above.

In the event that the Customer and the Quote To Account Name provided above are not the same, City and County of San Francisco Office of the Controller acknowledges that Customer has authorized City and County of San Francisco Office of the Controller to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City and County of San Francisco Office of the Controller agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to City and County of San Francisco Office of the Controller during the term of service.

The technical support services acquired under this ordering document are governed by the terms and conditions of the Oracle License and Services Agreement (OLSA v071807) dated November 21, 2007 between Contractor and City, as amended by, Amendment One dated November 21, 2007, Amendment Two dated November 17, 2008, Amendment Three dated February 22, 2010, Assignment and Assumption Agreement dated October 5, 2010, Amendment Four dated October 5, 2010, Amendment Five dated May 22, 2011 and Amendment Six dated May 22, 2012 ("Agreement"). However, any use of the programs, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs set forth in the order in which the programs were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies, including Oracle's reinstatement policy, may be accessed at <http://www.oracle.com/us/support/policies/index.html>. Customers who allow technical support to lapse and later wish to reactivate it will be subject to Oracle's reinstatement policy in effect at the time of reinstatement. Applicable reinstatement fees may apply in addition to the annual technical support fees.

Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the Agreement and (ii) a form of payment acceptable to Oracle. Oracle normally accepts orders after receipt of a purchase order, check or credit card issued in accordance with the Purchase Order, Check, Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Please note that if the pre-tax value of this ordering document is USD2,000 or less, the technical support services on this ordering document must be paid either by credit card or electronic upload of a PO to the Online site.

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

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

PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION

Purchase Order

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

- Service Contract #: 5137277
- Term of Service: 22-May-12 to 21-May-13
- Final Total: USD 353,876.37 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: Oracle License and Services Agreement v071807

In issuing a purchase order, City and County of San Francisco Office of the Controller agrees that the terms of the Agreement described above supersede the terms in the purchase order or any other document, and no terms included in any such purchase order or other document shall apply to the technical support services ordered.

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

Check

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

- Service Contract #: 5137277
- Term of Service: 22-May-12 to 21-May-13
- Final Total: USD 353,876.37 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: Oracle License and Services Agreement v071807

In issuing a check, City and County of San Francisco Office of the Controller agrees that only the terms of the Agreement described above shall apply to the technical support services ordered. No terms attached or submitted with the check shall apply. Please mail check payments per the Remittance Details provided below.

Credit Card Confirmation

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

Service Contract #: 5137277
Term of Service: 22-May-12 to 21-May-13
Final Total: USD 353,876.37 (excluding applicable tax)
Agreement: Oracle License and Services Agreement v071807

Credit Card Number

Expiration Date

Billing Address (associated with Credit Card)

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

Authorized Signature

Name

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

REMITTANCE DETAILS

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

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

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

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

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

All other States:

Oracle America, Inc.
PO Box 203448
Dallas, TX 75320-3448