

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

**Amendment Six**

THIS AMENDMENT (this "Amendment") is made as of **February 21, 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 16, 2007, Amendment Two dated March 26, 2008, Amendment Three dated November 17, 2008, Amendment Four dated February 22, 2010, Amendment Five dated October 5, 2010, and the Assignment and Assumption Agreement dated October 5, 2010.

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

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

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

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

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

....

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

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

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

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

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

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

AMENDMENT Amendments One, Two, Three, Four, 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 OLSA V071807 or the Ordering Documents.

AUTHORIZATION; or AUTHORIZATION

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

**DOCUMENTATION** Shall have the definition as “Program Documentation” in the OLSAV071807 paragraph A.

**LICENSED**

**SOFTWARE** One or more of the proprietary computer software programs 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 Licensed Software as described in Contractor’s current published Documentation.

**WARRANTY**

PERIOD

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

....

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of 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 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 the Support fees shall be increased by Seven Hundred Sixty-Seven Thousand, Five Hundred Thirty-Six dollars (\$767,536).

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

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

The City shall pay the fees for the Software Licensed pursuant to each order document attached to this Agreement in one lump sum after the Controller has certified the funds regarding

that order and issued a Purchase Order. Payments of fees for Support shall be invoiced by Contractor in arrears on a quarterly basis.

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

**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 Seven Hundred Sixty-Seven Thousand, Five Hundred Thirty-Six dollars (\$767,536).

In no event shall the aggregate amount of the Software License payments exceed Three Million Four Hundred Eighty Eight Thousand, Eight Hundred Dollars (\$3,488,800). In no event shall the aggregate fees for Support exceed Three Million Eight Hundred Thirty Two Thousand, Six Hundred and Ninety Dollars (\$3,832,690).

In no event shall the total amount for all software and services paid under this contract exceed Seven Million Three Hundred and Twenty One Thousand, Four Hundred and Ninety Dollars (\$7,321,490).

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 Licensed Software. In addition to the licenses procured via the specific Ordering Document, City has the option to procure additional licenses and related support noted on the November 2007 and March 2008 Ordering Document's price hold exhibit by issuance of an amendment to this Agreement.

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

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

**Such section is hereby amended in its entirety to read 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 Licensed Software. In addition to the licenses procured via the specific Ordering Document, City has the option to procure additional licenses and related support noted on the November 2007 and March 2008 Ordering Document's price hold exhibit by issuance of an amendment to this Agreement.

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

Subject to Section 5, the term of the Support shall be from Acceptance for five years 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.7 of the November 2007 and March 2008 Ordering Documents, Appendices A and B) 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 February 21, 2012.

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

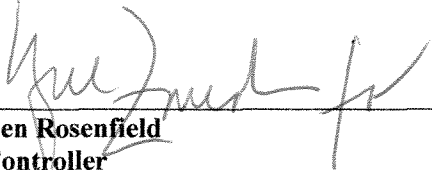
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**CONTRACTOR**

Recommended by:

**Oracle America, Inc.**

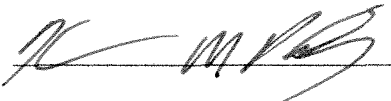
  
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**Ben Rosenfield**  
Controller  
Office of the Controller

 DATE: Feb 7, 2012  
\_\_\_\_\_  
**Theresa Agee**  
Manager  
North America Support Services Contracts


Approved as to Form:

City vendor number: **71766**

Dennis J. Herrera  
City Attorney

By:   
\_\_\_\_\_  
Deputy City Attorney

Approved:

  
\_\_\_\_\_  
for **Naomi Kelly**  
Director of the Office of Contract  
Administration, and Purchaser



# APPENDIX F



31-Aug-11

Rachel Cukierman  
City And County Of San Francisco  
25 Van Ness Ave.  
Suite 345  
San Francisco  
CA 94102  
United States

Dear Rachel Cukierman

The technical support services and benefits provided under service contract number 2713711 will expire, or have expired, on 21-Feb-12. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may describe services that you have ordered that are in addition to the services that you are renewing.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number 2713711, please order the technical support services on this ordering document by issuing a form of payment acceptable to Oracle in accordance with the attached Order Processing Details section on or before 20-Jan-12.

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

Regards, Ron Satterthwaite  
Oracle Support Services  
E-mail: [ron.satterthwaite@oracle.com](mailto:ron.satterthwaite@oracle.com)  
Tel.: 925-694-7894  
Fax: 719-757-4314



## Ordering Document

<b>Service Contract #:</b> 2713711	<b>Renewal Contact:</b> Ron Satterthwaite
<b>Offer Expires:</b> 21-Feb-12	
<b>Payment Terms:</b> 30 NET from date of invoice	<b>Telephone:</b> 925.694.7894
<b>Billing Terms:</b> Quarterly in Arrears	<b>Fax:</b> 719-757-4314
	<b>E-mail:</b> ron.satterthwaite@oracle.com
<b>CUSTOMER:</b> City And County Of San Francisco	
<b>QUOTE TO</b>	<b>BILL TO</b>
<b>Account Contact:</b> Rachel Cukierman	<b>Account Contact:</b> Rachel Cukierman
<b>Account Name:</b> City And County Of San Francisco	<b>Account Name:</b> City And County Of San Francisco
<b>Address:</b> 25 Van Ness Ave. Suite 345 San Francisco CA 94102 United States	<b>Address:</b> PPSD/E-MERGE Controller's Office 1 S Van Ness Ave, Ste 800 San Francisco CA 94103 United States
<b>Telephone:</b> 415 554-2333	<b>Telephone:</b> 415-554-2333
<b>Fax:</b>	<b>Fax:</b>
<b>E-mail:</b> rachel.cukierman@sfgov.org	<b>E-mail:</b> Rachel.Cukierman@sfgov.org

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

## Service Details

Service Level:		Software Update License & Support			End Date: 21-Feb-13	
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	15850773	30000		FULL USE	22-Feb-12	54,928.85
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	15850773	1		FULL USE	22-Feb-12	0.00
PeopleSoft Enterprise UPK Enterprise Learning Management (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	1,980.00
PeopleSoft Enterprise UPK Human Resources (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	1,980.00
PeopleSoft Enterprise HRMS Portal Pack - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-12	7,271.69
PeopleSoft Enterprise UPK Time & Labor (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15850773	1		FULL USE	22-Feb-12	1,978.30
PeopleSoft Enterprise UPK ePerformance (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	1,980.00
PeopleSoft Enterprise UPK Benefits Administration (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	1,980.00
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-12	33,561.65
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-12	178,995.48
PeopleSoft Enterprise Enterprise Learning Management - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-12	65,445.12
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-12	47,265.99

<b>Service Level:</b>	<b>Software Update License &amp; Support</b>	<b>End Date: 21-Feb-13</b>
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
PeopleSoft Enterprise UPK Payroll for North America (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	1,980.00
PeopleSoft Enterprise Applications Portal - Enterprise \$M in Operating Budget Perpetual	15684995	5700		FULL USE	22-Feb-12	35,869.02
PeopleSoft Enterprise Directory Interface - Enterprise Employee Perpetual	15684995	60000		FULL USE	22-Feb-12	11,187.22
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	15684995	1		FULL USE	22-Feb-12	0.00
PeopleSoft Enterprise UPK Reporting Tools for HRMS Software Modules (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	1,980.00
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	15684995	30000		FULL USE	22-Feb-12	109,075.37
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15684995	1		FULL USE	22-Feb-12	0.00
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	15684995	1		FULL USE	22-Feb-12	0.00
PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual	15684995	30000		FULL USE	22-Feb-12	25,171.24
Micro Focus International Ltd. Net Express COBOL for Windows for 5 Named Users (Mfr is Microfocus; Third Party Program)	15684995	1		FULL USE	22-Feb-12	12,540.00
User Productivity Kit - UPK Developer Perpetual	15684995	4		FULL USE	22-Feb-12	3,960.00
PeopleSoft Enterprise UPK eProfile (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	990.00
PeopleSoft Enterprise UPK eBenefits (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	990.00
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	15684995	39000		FULL USE	22-Feb-12	65,445.22

<b>Service Level:</b>	<b>Software Update License &amp; Support</b>	<b>End Date: 21-Feb-13</b>
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
PeopleSoft Enterprise UPK Fundamentals for HRMS Software Modules (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	990.00
User Productivity Kit - UPK Employee Perpetual	15684995	60000		FULL USE	22-Feb-12	99,000.00
PeopleSoft Enterprise UPK ePay (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	15684995	1		FULL USE	22-Feb-12	990.00
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	15850773	1		FULL USE	22-Feb-12	0.00
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	15850773	1		FULL USE	22-Feb-12	0.00

**Subtotal:      USD    767,535.15**

**Total Amount: USD    767,535.15**

plus applicable tax

**Notes:**

1. If any of the fields listed above are blank, then such field(s) does not apply for the applicable programs and/or hardware.
2. If a change to the Service Details provided above is required, please contact Ron Satterthwaite at 925-694-7894 or at ron.satterthwaite@oracle.com and an updated ordering document will be provided to you.

## GENERAL TERMS

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

In the event that the Customer and the Quote To Account Name provided above are not the same, City And County Of San Francisco represents that Customer has authorized City And County Of San Francisco to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City And County Of San Francisco agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to City And County Of San Francisco during the term of service. Customer agrees that even if the Customer and the Bill To Account Name above are different, that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of City And County Of San Francisco to make timely payment under this ordering document shall be deemed to be Customer's breach of this ordering document; and, c) in addition to any other remedies available to Oracle, it may terminate Customer's support for such nonpayment of fees.

The technical support services acquired under this ordering document are governed by the terms and conditions of the Oracle pre-printed License and Services Agreement (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, Amendment One dated November 16, 2007, Amendment Two dated March 26, 2008, Amendment Three dated November 17, 2008, Amendment Four dated February 22, 2010, Amendment Five dated October 5, 2010, the Assignment and Assumption Agreement dated October 5, 2010 and Amendment Six dated February 7, 2012 ("Agreement") that you executed for technical support from the vendor of the programs and/or hardware listed in the Service Details section above (i.e. Oracle, a vendor acquired by Oracle, or an authorized reseller of Oracle or of the acquired vendor). However, any use of the programs and/or hardware, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

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

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## Order Processing Details

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

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

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

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

## PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION

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### Purchase Order

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

- Service Contract #: 2713711
- Term of Service: 22-Feb-12 to 21-Feb-13
- Final Total: USD 767,535.15 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, City And County Of San Francisco agrees that the terms of 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 #: 2713711
- Term of Service: 22-Feb-12 to 21-Feb-13
- Final Total: USD 767,535.15 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, City And County Of San Francisco agrees that only the terms of the Agreement described above shall apply to the technical support services ordered.

No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

**Credit Card Confirmation**

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

- Service Contract #: 2713711
- Term of Service: 22-Feb-12 to 21-Feb-13
- Final Total: USD 767,535.15 (excluding applicable tax)

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Billing Address (associated with Credit Card)

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, City And County Of San Francisco agrees that only the terms of 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: Ron Satterthwaite  
Oracle Support Services  
Fax: 719-757-4314  
E-mail: ron.satterthwaite@oracle.com



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

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

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

**All Other States:**

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