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

Amendment Eleven

THIS AMENDMENT (this "Amendment") is made as of **August 15, 2014**, 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 additional Identity Management program perpetual licenses, support services, extend the term of the agreement, 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, and **Amendment Ten** dated July 14, 2014.

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

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

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

   1.   Definitions.

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 of the Agreement, Appendix H Section C(1), and Appendix I Section B(12).

AGREEMENT

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

AMENDMENT

Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment Nine, and this document, Amendment Ten, 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, Appendices H, and I, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received either under the respective Ordering Document(s) or by virtue of being a current customer of Oracle's Software Update License and Support (Support) by City from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.

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

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

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

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 Effective Date of Amendment Eight incorporating Ordering Document (Appendix H) and continue for 12 (twelve) months for the software and each related update to the software, (iii) the Effective Date of this Amendment Nine incorporating Ordering Document (Appendix I) and continue for 12 (twelve) months for the software and each related update to the software and (iv) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services.

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

1. Definitions.

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 of the Agreement, and Appendix H Section C(1).

AGREEMENT

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

AMENDMENT

Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment Nine, Amendment Ten and this document, Amendment Eleven, 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, Appendices H, I, and M, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received either under the respective

Ordering Document(s) or by virtue of being a current customer of Oracle's Software Update License and Support (Support) by City from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.

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

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

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

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, (ii) the Effective Date of Amendment Eight incorporating Ordering Document (Appendix H) and continue for 12 (twelve) months for the software and each related update to the software, (iii) the Effective Date of this Amendment Nine incorporating Ordering Document (Appendix I) and continue for 12 (twelve) months for the software and each related update to the software, (iv) the Effective Date of this Amendment Eleven incorporating Ordering Document (Appendix M) and continue for 12 (twelve) months for the software and each related update to the software, and (v) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services.

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

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

3. City's Payment Obligation

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

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

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

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

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

In no event shall the aggregate amount of the Software License payments exceed two million six hundred and forty-nine thousand one hundred and twenty-nine dollars and no cents ($2,649,129.00). In no event shall the aggregate amount of Support payments exceed three million eight hundred and thirty seven thousand three hundred and twenty-four dollars and no cents ($3,837,324.00).

In no event shall the total amount for all software and services paid under this Agreement exceed six million four hundred and eighty-six thousand four hundred and fifty-three dollars and no cents ($6,486,453.00).

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

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

3. City's Payment Obligation

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

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

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

Notwithstanding anything in this Agreement to the contrary, City shall pay any sales and use taxes that may be imposed upon the services and commodities obtained under this Agreement as long as the amount of such taxes are clearly identified on the Contractor's invoice.

The City shall not be required to pay taxes directly to the tax assessing authority. City shall not pay any taxes based on Contractor's income.

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

To cover the purchase under the Oracle ordering document attached as **Appendix M** to this Amendment Eleven, the amount for the Software Licenses, Identity Manager Software and Support fees shall be in an amount not to exceed six hundred and thirty-three thousand four hundred and thirty-four dollars and no cents ($633,434.00). Support for the Licenses obtained pursuant to Appendix M shall be for one year from the Effective Date of this Amendment (August 15, 2014).

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 payments exceed three million nine hundred and seventy thousand five hundred and fifty-eight dollars and no cents ($3,970,558.00).

In no event shall the total amount for all software and services paid under this Agreement exceed seven million one hundred and nineteen thousand eight hundred and eighty-seven dollars and no cents ($7,119,887.00).

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

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

4. **Term of the Agreement.**

a. **Term of the License**

Subject to Section 5, the license granted under this Agreement shall commence upon Acceptance of the Licensed Software and shall continue in perpetuity. All licenses granted under this Agreement shall be perpetual unless otherwise stated in the specific Ordering Document procuring the license.

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 November 29, 2017 for Appendices A-L, 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.

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.

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 November 29, 2017 for Appendices A-L, unless sooner terminated in accordance with the provisions of this Agreement. Support for the licenses obtained pursuant to Appendix M shall be for one year commencing on the Effective Date of this Amendment Eleven, with an option to extend for an additional two (2) years and four (4) months.

2d. Section 25. Section 25, Liability of the Parties, of the Agreement shall remain as currently written and the following new paragraphs shall be added to the end of it:

WITH RESPECT ONLY TO APPENDIX I AND APPENDIX M, THE PARTIES AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CONTRACTOR BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH APPENDIX I AND/OR APPENDIX M OF THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH APPENDIX I AND/OR APPENDIX M. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO APPENDIX I AND/OR APPENDIX M OF THIS AGREEMENT SHALL BE CAPPED AT THE GREATER OF FEES THE CITY PAID TO CONTRACTOR UNDER APPENDIX I AND APPENDIX M FOR LICENSE, SERVICES AND MAINTENANCE OR TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS ($2,500,000.00). FOR AVOIDANCE OF DOUBT, THE PARTIES AGREE THAT (i) THE SECOND AND FOURTH PARAGRAPHS OF SECTION 25 SHALL NOT APPLY TO APPENDIX I OR APPENDIX M, (ii) THE FIRST AND THIRD PARAGRAPHS OF SECTION 25 SHALL APPLY TO THIS LIMITATION OF LIABILITY FOR APPENDIX I AND APPENDIX M, AND (iii) AS OF THE EFFECTIVE DATE OF THIS AMENDMENT ELEVEN, THIS SECTION 2D OF

AMENDMENT ELEVEN SHALL REPLACE THE TERMS APPLICABLE TO APPENDIX I IN SECTION 2D OF AMENDMENT NINE.

2e. **Appendix M.** The Ordering Document with the footer reference date of 18-JUN-2014 regarding the Software Licenses and Identity Manager Software, is added to the Agreement and incorporated by reference hereto as **Appendix M**.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **August 15, 2014**.

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

Recommended by:
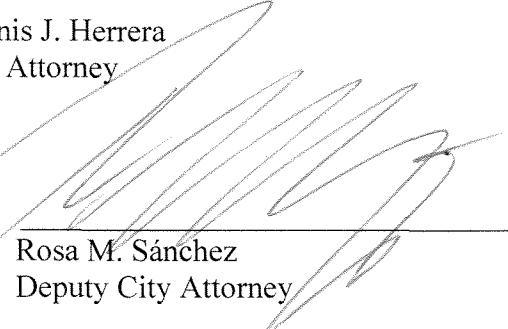
Benjamin Rosenfield
Controller
Office of the Controller

Approved as to Form:

Dennis J. Herrera
City Attorney

By:

Rosa M. Sánchez
Deputy City Attorney

Approved:

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

Appendices:

Appendix M: Ordering Document dated 18-JUN-2014

CONTRACTOR

Oracle America, Inc.

Elizabeth Hwang
Senior Contracts Manager,
Public Sector License Contracts

City vendor number: 41827

ORACLE

ORDERING DOCUMENT

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

Your Name	CITY & COUNTY OF SAN FRANCISCO	**Your Contact**	Jack Wood
Your Location	One South Van Ness Avenue, 8th Floor	**Phone Number**	415-701-3438
	San Francisco, CA 94103	**Email Address**	Jack.wood@sfgov.org

Product Description / License Type	Quantity
* Oracle Enterprise Identity Services Suite - Processor Perpetual Software Update License & Support	Unlimited
* + Oracle Database Enterprise Edition - Processor Perpetual Software Update License & Support	Unlimited
* + Real Application Clusters - Processor Perpetual Software Update License & Support	Unlimited
* + Tuning Pack - Processor Perpetual Software Update License & Support	Unlimited
* + Management Pack Plus for Identity Management - Processor Perpetual Software Update License & Support	Unlimited
* + Diagnostics Pack - Processor Perpetual Software Update License & Support	Unlimited

Fee Description		Net Fee
Program Fees		500,200.00
Technical Support Fees for New Licenses		110,044.00
Technical Support Fees for Converted and Replaced Licenses		107,397.41
Credit for Unused Support		(84,208.04)
Total Fees		633,433.37

A. Agreement and Ordered Programs

1. Agreement

a. This order incorporates by reference the terms of the Oracle License and Services Agreement V071807 dated November 21, 2007, 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, and Amendment Eleven dated August 15, 2014 between Oracle America, Inc. ("Oracle") and You (collectively, the "Agreement," Oracle reference name: **US-OLSA-10013938-21-NOV-2007**). The following defined terms in the Agreement shall have the same meaning as the stated terms in this order: "agreement" and "Agreement; "programs" and "Programs"; "program documentation" and "Program Documentation"; "services" and "Program-related Service Offerings"/"Hardware-related Service Offerings"; "Software Updates," "technical support" or "Product Support" and "Software Update License & Support"; "you/your" and "You/Your".

2. Programs and Services

The Programs designated above with an asterisk ("*") are for use by an unlimited number of the associated license type(s) as specified above during the Unlimited Deployment Period (as defined in section C.1.a below), subject to the fixing requirements and all other terms and conditions of this order (each such Program being referred to as an "**Unlimited Deployment Program**" and collectively as the "**Unlimited Deployment Programs**").

B. General Terms

1. Customer Definition and Limited Use

a. Notwithstanding anything to the contrary in the Agreement, for purposes of this order only, "**You**" and "**Your**" shall mean the CITY AND COUNTY OF SAN FRANCISCO. Only You and the Authorized Users as defined in section B.1.c below will be allowed to use the Programs licensed under this order within the limited use as described in section B.1.b below. No other entities may access or use any of the Programs and such Programs may not be used for the benefit of (e.g., to track or process the data of or for) such entities.

b. Limited Use. All Programs listed in the tables above section A are limited use Programs. These Programs may only be used for Your internal municipal business operations for the purpose of the **Enterprise Identity Management** project. Furthermore, the programs denoted with a "+" symbol in the tables above section A may be used only in conjunction with the Oracle Enterprise Identity Services Suite – Processor program acquired under this ordering document.

c. <u>Authorized Users</u>. The Programs acquired under this ordering document are limited-use programs that may only be used by You, Your agents and contractors, Your active employees in Your active directory, and Your benefits beneficiaries (collectively, the "Authorized Users"). You warrant and represent that You have the full legal authority to bind the Authorized Users to the terms and conditions of this ordering document and the Agreement, and that You shall be responsible for any breach by such Authorized Users.

2. Summary of Fees

You have ordered the Program licenses and 12 months of technical support services. Listed above is a summary of net fees due under this order. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

3. Territory

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

4. Fees, Invoicing, and Payment Obligation

a. All fees due under this ordering document shall be non-cancellable and the sums paid nonrefundable, except as provided in the Agreement.

b. License fees are invoiced as of the commencement date. Service fees are invoiced in arrears of the service performance; specifically, technical support fees are invoiced quarterly in arrears.

c. In addition to the fees listed in the table(s) above section A, Oracle will invoice You for any applicable shipping charges or applicable taxes.

d. In entering into payment obligations under this ordering document, You agree and acknowledge that You have not relied on the future availability of any program or updates. However, (i) if You order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, if-and-when available, in accordance with Oracle's then current technical support policies; and (ii) the preceding sentence does not change the rights granted to You for any program licensed under this ordering document, per the terms of this ordering document and the agreement.

e. The technical support fees due under this order shall be reduced by the amount of unused technical support associated with the Converted and Replaced Licenses (as defined in section D.1 below), provided the invoices for such technical support have been paid in full. The amount of unused technical support as of August 15, 2014 is $84,208.04 and represents an estimate of the technical support fee credit. The actual support fee reduction will be processed as of the effective date of this order.

f. Provided that the Authorized Users comply with the delivery terms in the Delivery and Installation Section of this ordering document, Oracle shall not invoice You for sales tax pursuant to California tax law based on the net license fees and net technical support fees for the programs listed above and all updates to these programs delivered by electronic download; however, You agree to reimburse Oracle for applicable sales taxes arising from the imposition of sales taxes based on the net license and net technical support fees for the program licenses listed in the tables above section A, as specified via invoicing, if tangible media is ordered by you causing the exemption associated with the electronic delivery of the program licenses listed in the tables above section A to be invalidated.

5. Delivery and Installation

a. You shall be responsible for installation of the software.

b. Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: http://edelivery.oracle.com/exempt the programs listed above. Through the Internet URL, You can access and electronically download to Your California location the current production release as of the effective date below of the software and related program documentation for each program listed above. You shall have 60 days from the effective date of this ordering document to complete the download of the software and program documentation. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability, please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise. You agree to execute and return the attached Certificate of Electronic Delivery simultaneously with the execution and return of this ordering document.

Provided that You have continuously maintained technical support for the programs and in the licensed quantities listed above, Oracle will make available to You for electronic download the updates provided under technical support to the programs listed above.

Should You require a replacement copy of the software or program documentation, such replacement copy shall also be delivered electronically. You shall not be entitled to any replacement copy in the form of tangible media for the software or the program documentation.

You acknowledge and agree that (i) You have not received any tangible media for the programs listed above as of the effective date, (ii) any rights to receive tangible media granted under the agreement shall not be applicable to or provided for the programs listed in above or any updates for these programs, and (iii) You are solely responsible for ensuring that tangible media is not ordered by You from Oracle for the programs listed above or any updates to these programs.

You acknowledge and agree that You have requested to receive all updates provided by Oracle under Oracle's Technical Support Services via electronic delivery and You are solely responsible for ensuring that You do not order tangible media from Oracle for the programs which You receive via electronic delivery. In the event that You order updates for delivery via tangible media shipment (i.e., shipment of CD Pack(s)), sales taxes may be due and You agree to reimburse Oracle for any applicable sales taxes related to acquisition of such updates as specified in the agreement.

6. Total Support Stream

a. For purposes of this order, the "**Total Support Stream**" shall mean: (i) the existing technical support for the Converted and Replaced Licenses (as defined in section D.1 below); and (ii) the technical support for the Program licenses specified in the table(s) above section A.

7. Order of Precedence

In the event of any inconsistencies between the Agreement and this order, the Agreement shall take precedence.

8. Offer Validity

This order is valid through 15-AUG-2014, and shall become binding upon execution by You and acceptance by Oracle.

9. Segmentation

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

10. Source Code

Oracle may deliver source code as part of its standard delivery for particular Programs; all source code delivered by Oracle is subject to the terms of the Agreement, order, and Program documentation.

11. Customer Reference

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

12. Commencement Date

All Program licenses and the period of performance for all services are effective upon the effective date of this order.

13. Oracle's License Definitions and Rules

A copy of Oracle License Definitions and Rules, which shall only apply to software and software licenses purchased through this ordering document, is attached hereto and incorporated by reference.

C. Unlimited Deployment

1. Unlimited Deployment Right

a. **General.** In consideration of the payment to Oracle of the license and technical support fees specified in the table(s) located above section A, for two (2) years from the effective date of this order (or such earlier period as set forth below in section C.1.c) (the "**Unlimited Deployment Period**"), the Authorized Users will receive the right to use the Unlimited Deployment Programs on or by an unlimited number of Processors (the "**Unlimited Deployment Right**"), provided that (i) the Authorized Users' use of such Unlimited Deployment Programs shall be in compliance with the terms of the Agreement and this order, and (ii) You continuously maintain the Total Support Stream.

On the second anniversary of the effective date of this order (or earlier as set forth below in section C.1.c), the Unlimited Deployment Period and Unlimited Deployment right shall terminate, and within 30 days of such second anniversary (or earlier as set forth in section C.1.c) (the "**Certification Date**"), You and Oracle shall follow the certification process set forth in section C.1.b below.

b. **Certification Process.** On the Certification Date (or Accelerated Certification Date (as defined below), if applicable), You shall furnish Oracle with a certification signed by a C-level executive of Your entity verifying the quantities of Processors for each Unlimited Deployment Program installed and running by the Authorized Users and the locations by country where such Processor licenses are installed and running as of the date on which the Unlimited Deployment Period ends (such certified quantity, the "**Certified Deployment**"). On the date the Unlimited Deployment Period ends, the Authorized Users' quantity of Processor licenses of the Unlimited Deployment Programs shall be fixed and limited as set forth in the Certified Deployment.

c. **Breach of Unlimited Deployment Terms.** Upon the date that any Authorized User first fails to meet any of the conditions specified in section C.1.a above (the "**Non-Compliance Date**"), then the Unlimited Deployment Period and the Unlimited Deployment Right shall immediately terminate, the Certification Date shall be accelerated to 15 business days after the Non-Compliance Date (the "**Accelerated Certification Date**"), and You and Oracle shall follow the certification process set forth in section C.1.b above.

Neither You nor the Authorized Users shall be entitled to any credit or refund as a result of such termination of the Unlimited Deployment Period. If Your non-compliance is due to failure to maintain the Total Support Stream, Your Program licenses after the Non-Compliance Date and all desupported licenses will be subject to Oracle's technical support pricing and policies in effect on the Non-Compliance Date.

d. **End of Unlimited Deployment Period.** Following the end of the Unlimited Deployment Period, Your use of the Programs licensed and certified pursuant to the certification process set forth in section C.1.b will continue to be in accordance with the Agreement and this order.

Following the end of the Unlimited Deployment Period, and regardless of the quantity of Program licenses in Your Certified Deployment, Your annual technical support fee for the Programs licensed under this order shall be based on but shall in no event be less than the annual technical support fee You paid for such Program licenses at the support renewal immediately prior to the end of the Unlimited Deployment Period.

If at any time after the end of the Unlimited Deployment Period Your use of the Programs licensed and certified pursuant to the certification process set forth in section C.1.b exceeds the Certified Deployment, then You must acquire additional licenses and technical support for such Program(s) for such exceeded use in accordance with Oracle's then current prices and policies.

If at any time after the end of the Unlimited Deployment Period Your use of the Programs licensed and certified pursuant to the certification process set forth in section C.1.b decreases such that such use is below the Certified Deployment, neither You nor the Authorized Users shall be entitled to a refund or credit of any license and/or technical support fees paid under this order

e. **Restriction on Assignment.** Notwithstanding anything to the contrary in the Agreement, during the Unlimited Deployment Period You may not assign any of the Program licenses acquired under this order (including, without limitation, the Unlimited Deployment Programs), or give or transfer an interest in them to another individual or entity.

D. Other

1. Converted and Replaced Licenses

a. **General.** In connection with the Unlimited Deployment Right granted under this order, all licenses of any versions or releases of the Unlimited Deployment Programs that were acquired by You prior to the effective date of this order shall be converted and replaced as of the effective date of this order (the

"**Converted and Replaced Licenses**"). The Converted and Replaced Licenses are specified on the attached Converted and Replaced Licenses Exhibit. Neither You nor the Authorized Users will have any right to use the Converted and Replaced Licenses any longer, and neither You nor the Authorized Users will be permitted to reinstate the Converted and Replaced Licenses. Neither You nor the Authorized Users shall be entitled to a credit or refund of license fees for the Converted and Replaced Licenses.

b. **Omitted Licenses.** The parties agree that they have worked in good faith to list on the Converted and Replaced Licenses Exhibit all licenses of any versions or releases of the Unlimited Deployment Programs that were acquired by You prior to the effective date of this order. However, the parties acknowledge that some of such licenses may have been inadvertently omitted ("**Omitted Licenses**") from the Converted and Replaced Licenses Exhibit and that technical support fees associated with the Omitted Licenses were therefore excluded from the Total Support Stream. If at any time following the effective date of this order either You or Oracle discovers any Omitted Licenses, then the parties agree that: (i) You will continue to pay all technical support fees due in connection with the Omitted Licenses during the Unlimited Deployment Period, and (ii) the parties will amend this order to add the Omitted Licenses to the Converted and Replaced Licenses Exhibit and to include the technical support fees associated with the Omitted Licenses in the Total Support Stream. Neither You nor the Authorized Users shall be entitled to a refund or credit of any license and/or technical support fees as the result of any adjustment specified herein.

2. Technical Support Cap

a. Notwithstanding anything to the contrary in the Agreement, Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") for the Programs acquired above section A of this order may be renewed annually and, if You renew such technical support, then for the first and second renewal years the annual fee for such technical support will not increase by more than 0% over the prior year's fees. The technical support caps set forth in the preceding sentence are granted, provided that, (i) with respect to each technical support renewal year that occurs during the Unlimited Deployment Period, You renew the Total Support Stream, and (ii) with respect to each technical support renewal year that occurs after the end of the Unlimited Deployment Period, You renew the total technical support due under this order for the same number of licenses for the same Programs as the previous year.

b. For the purposes of the first renewal year, the amount of the prior year's fees is equal to $217,441.41.

CITY & COUNTY OF SAN FRANCISCO		Oracle America, Inc.	
Signature	_MONIQUE ZMUD_	Signature	_Elizabeth Hwang_
Name	MONIQUE ZMUD	Name	Elizabeth Hwang
Title	Dep Controller	Title	Senior Contracts Manager
Signature Date	8/20/14	Signature Date	8/8/14
Effective Date	(to be completed by Oracle)		

Appendix M

CERTIFICATE OF ELECTRONIC DELIVERY

This Certificate of Electronic Delivery is executed as of the effective date set forth below **City and County of San Francisco** ("You") and relates to the electronic delivery of certain software programs provided by Oracle America, Inc. ("Oracle"). This Certificate of Electronic Delivery shall be governed by the terms of the Oracle Licenses and Services Agreement V071807 between You and Oracle dated November 21, 2007, 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, and Amendment Eleven dated August 15, 2014 between You and Oracle (collectively, the "Agreement," Oracle reference name: US-OLSA-10013938-21-NOV-2007).

As of the date of this Certificate of Electronic Delivery, You agree that Oracle has provided You with an Internet URL through which You can download all the programs provided in the ordering document between Oracle and You dated _____ [to be completed by Oracle] (the "ordering document"). You will have 60 days from the effective date of the ordering document to complete Your download of the programs provided.

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

The effective date of this Certificate of Electronic Delivery is _____. [to be completed by Oracle]

City and County of San Francisco

Signature: _____

Name: _____

Title: _____

Appendix M

Oracle Definitions and Licensing Rules

To fully understand Customer's license grant, Customer needs to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (https://support.oracle.com). For new or unsupported customers, please contact your Oracle Account Manager for this information.

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

Order Specific License Definitions and Rules

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at http://oracle.com/contracts. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name (with the exception of Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence

Failover: Subject to the conditions that follow below, your license for the programs listed on the US Oracle Technology Price List, which may be accessed at http://www.oracle.com/corporate/pricing/pricelists.html, includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle program binary files are copied or synchronized.

Appendix M

Converted and Replaced Licenses Exhibit

Existing License	Existing Quantity	License Metric	CSI#
Diagnostics Pack	2	PROCESSOR	19565520
Management Pack Plus for Identity Management	5	PROCESSOR	19565520
Real Application Clusters	2	PROCESSOR	19565520
Oracle Enterprise Identity Services Suite	5	PROCESSOR	19565520
Tuning Pack	2	PROCESSOR	19565520
Oracle Database Enterprise Edition	2	PROCESSOR	19565520