Seventh Amendment

THIS AMENDMENT (this "Amendment") is made as of **April 1, 2013**, 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 extend the performance period, 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 19, 2011, and **Amendment Six** dated May 22, 2012.

    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.

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.

Such section is hereby amended in its entirety to read 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.

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, and this document, Amendment Seven, 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 and this document, Amendment Seven, 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 the First 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, the Oracle ordering forms attached to Amendment Six as Appendix F, and the Oracle ordering forms attached to Amendment Seven as Appendix G. |

| 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.

   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.

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.

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 order document attached as Appendix G to this Seventh Amendment, the amount for the Support fees shall be increased by four hundred twenty-five thousand, six hundred ninety-six dollars ($425,696).

In no event shall the aggregate amount of the Software License payments exceed one million, six hundred and eight thousand, and five hundred and twenty nine dollars ($1,608,529). In no event shall the aggregate amount of Support payments exceed one million, nine hundred seventy four thousand three hundred and ten dollars ($1,974,310).

In no event shall the total amount for all software and services paid under this contract exceed three million, five hundred eighty-two thousand and eight hundred thirty-nine dollars ($3,582,839).

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, 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.

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 July 15, 2014 unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for two (2) 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.

2d. The January 11, 2013 Ordering Document regarding support from May 13, 2013 to July 15, 2014, is added to the Agreement and incorporated by reference hereto as Appendix G.

2e. **Appendix G** (January 11, 2013 Ordering Document). Pages 5-8 of Appendix G are hereby deleted in their entirety.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after May 13, 2013.

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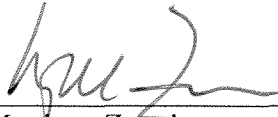
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.
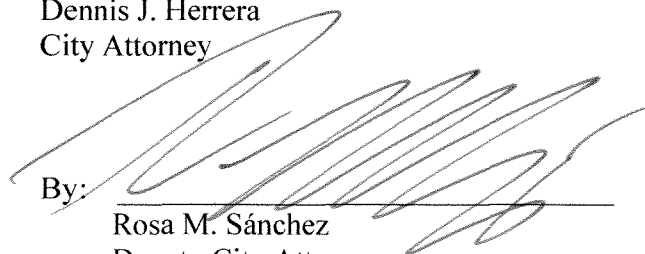
CITY

Recommended by:

signature

Monique Zmuda
Deputy Controller
Office of the Controller

CONTRACTOR

Oracle America, Inc.

signature
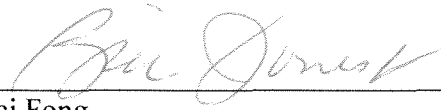
Theresa Agee
Manager, NA Support Services Contracts

City vendor number: 41827

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _signature_

Rosa M. Sánchez
Deputy City Attorney

Approved:

signature

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

Appendices:

Appendix G: Oracle Ordering Document dated January 11, 2013.

ORACLE®

11-Jan-13

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 12-May-13. 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 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 12-Apr-13.

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.: 408.556.4833
Fax: 408.556.4833

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ORACLE®

Ordering Document

Service Contract #:	5137277	**Renewal Contact:**	Ann Tran
Offer Expires:	12-Apr-13		
Payment Terms:	NET 30 DAYS from date of invoice	**Telephone:**	408.556.4833
		Fax:	408.556.4833
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 San Francisco CA 94103 United States		1 S Van Ness Ave, Ste 800 San Francisco CA 94103 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 408.556.4833. Please also include service contract number 5137277 on such reply.

Service Details

Service Level:	Software Update License & Support				End Date: 15-Jul-14	

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
Test Manager - Named User Plus Perpetual	17987615	2		FULL USE	13-May-13	796.87
Load Testing - Named User Plus Perpetual	16859171	500		LIMITED USE SPECIFIED APP	13-May-13	8,298.26
Load Testing Controller - Processor Perpetual	16859171	2		LIMITED USE SPECIFIED APP	13-May-13	2,323.51
Functional Testing - Named User Plus Perpetual	16859171	1		LIMITED USE SPECIFIED APP	13-May-13	1,327.71
Test Manager - Named User Plus Perpetual	16859171	4		LIMITED USE SPECIFIED APP	13-May-13	1,327.71
Advanced Security - Processor Perpetual	18061892	44		FULL USE	22-May-13	35,542.10
Diagnostics Pack - Processor Perpetual	18061892	44		FULL USE	22-May-13	20,633.84
Oracle Database Enterprise Edition - Processor Perpetual	18061892	44		FULL USE	22-May-13	248,437.25
Partitioning - Processor Perpetual	18061892	44		FULL USE	22-May-13	26,860.41
Tuning Pack - Processor Perpetual	18061892	44		FULL USE	22-May-13	20,633.85
Oracle Active Data Guard - Processor Perpetual	18061892	44		FULL USE	22-May-13	7,424.11
Configuration Management Pack for Oracle Database - Processor Perpetual	18061892	44		FULL USE	22-May-13	20,633.84
Oracle Application Management Suite for PeopleSoft - Processor Perpetual	18061892	64		FULL USE	22-May-13	12,910.02
Provisioning and Patch Automation Pack for Database - Processor Perpetual	18061892	44		FULL USE	22-May-13	18,545.82

Subtotal: **USD**   **425,695.30**

Total Amount: USD   **425,695.30**

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plus applicable tax

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

2. If a change to the Service Details provided above is required, please contact Ann Tran at 408.556.4833 or at ann.tran@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 Office of the Controller represents that Customer has authorized City and County of San Francisco Office of the Controller to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City and County of San Francisco Office of the Controller agrees that the 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. Customer agrees that even if the Customer and the Bill To Account Name above are different, that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of City And County Of San Francisco to make timely payment under this ordering document shall be deemed to be Customer's breach of this ordering document; and, c) in addition to any other remedies available to Oracle, it may terminate Customer's support for such nonpayment of fees.

The technical support services acquired under this ordering document are governed by the terms and conditions of the agreement that you executed for technical support from the vendor of the programs and/or hardware listed in the Service Details section above (i.e. Oracle, a vendor acquired by Oracle, or an authorized reseller of Oracle or of the acquired vendor). However, any use of the programs and/or hardware, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

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

Order Processing Details

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

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

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

An invoice will only be issued upon receipt of a form of payment acceptable to Oracle. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as " tax"). If City and County of San Francisco 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: 13-May-13 to 15-Jul-14
- Final Total: USD 425,695.30 (excluding applicable tax)
- Local Tax, if applicable

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

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

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

- Service Contract #: 5137277
- Term of Service: 13-May-13 to 15-Jul-14
- Final Total: USD 425,695.30 (excluding applicable tax)

- Local Tax, if applicable

In issuing a check, City and County of San Francisco Office of the Controller agrees that only the terms of this ordering document and the 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: 13-May-13 to 15-Jul-14
- Final Total: USD 425,695.30 (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 Office of the Controller agrees that only the terms of this ordering document and the terms of the agreement described above shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

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

Attn:	Ann Tran
	Oracle Support Services
Fax:	408.556.4833
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