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

Amendment Three

THIS AMENDMENT (this "Amendment") is made as of **February 22, 2010**, in San Francisco, California, by and between **Oracle USA, Inc., 500 Oracle Parkway, Redwood City, California, 94065** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to renew annual support, increase the contract amount, and update standard contractual clauses;

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

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

    a. **Agreement.** The term "Agreement" shall mean the Oracle pre-printed License and Services Agreement (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, Amendment One dated November 21, 2007, and Amendment Two dated November 17, 2008.

    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:

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

1. **Definitions**

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

....

THE ORDERING
DOCUMENTS   The Oracle ordering forms attached to Amendment One as Appendix A, and
                 the Oracle ordering forms attached to Amendment Two as Appendix B.

AUTHORIZATION; or
AUTHORIZATION
DOCUMENT   This Agreement, a Blanket Purchase Order, Contract Order, or Purhcase
                 Order of the City, properly executed by DHR 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 DHR. The words
"sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the
judgment of DHR, unless otherwise indicated by the context.

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

1.   **Definitions**

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

AMENDMENT   Amendment One and Amendment Two, and this document, Amendment
                 Three, 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.

....

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, and the
                 Oracle ordering forms attached to Amendment Three as Appendix C.

AUTHORIZATION; or
AUTHORIZATION
DOCUMENT   This Agreement, a Blanket Purchase Order, Contract Order, or Purhcase
                 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.

2b. City's Payment Obligation. Section 3 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 B to this Second Amendment, the amount for the Support fees shall be increased by Two Hundred Ninety-Seven Thousand, Five Hundred Fifteen dollars ($287,515).

In no event shall the aggregate amount of the Software License payments exceed One Million Ninety-Nine Thousand, Three Hundred Forty dollars ($1,099,340). In no event shall the fees for Support exceed Five Hundred Thirty-Nine Thousand, Three Hundred Seventy dollars ($539,370).

In no event shall the total amount for all software and services paid under this contract exceed One Million Six Hundred Thirty-Eight Thousand, Seven Hundred Ten dollars ($1,638,710).

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:

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 C to this Third Amendment, the amount for the Support fees shall be increased by Two Hundred Forty-One Thousand, Eight Hundred Fifty Five dollars ($241,855).

In no event shall the aggregate amount of the Software License payments exceed One Million Ninety-Nine Thousand, Three Hundred Forty dollars ($1,099,340). In no event shall the fees for Support exceed Seven Hundred Eighty-One Thousand, Two Hundred Twenty Five dollars ($781,225).

In no event shall the total amount for all software and services paid under this contract exceed One Million Eight Hundred Eighty Thousand, Five Hundred Sixty Five dollars ($1,880,565).

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.

2 c.   Term of the Agreement. Section 4 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 C of the November 2007 Ordering Document (Appendix A).

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance for until February 21, 2010 unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for seven additional one year terms (with the price caps set forth in Section B.6 of the November 2007 Ordering Document, Appendix A) 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 C of the November 2007 Ordering Document (Appendix A).

b. Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from Acceptance for until February 21, 2011 unless sooner terminated in accordance with the provisions of this Agreement. This term may be renewed annually at City's option for Six additional one year terms (with the price caps set forth in Section B.6 of the November 2007 Ordering Document, Appendix A) by issuance of an amendment to this Agreement.

2d. Insurance. Section 23 is hereby replaced in its entirety to read as follows:

23. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3)   Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b.   Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1)   Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2)   That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c.   Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d.   All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e.   Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f.   Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g.   Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h.   Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i.   Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

2e. **Protection of Private Information.** Section 28 is hereby replaced in its entirety, as follows:

28. **Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

2f. **Limitations on Contributions.** Section 36 is hereby replaced in its entirety as follows:

36. **Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

2g. The February 2010 Ordering Document regarding support from February 22, 2010 to February 21, 2011, is added to the Agreement and incorporated by reference hereto as Appendix C.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **February 22, 2010.**

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.

5. **Order of Precedence.** In the event of any conflict between the terms of this Amendment Three and the Agreement as amended by Amendments One, Two, and this Amendment Three shall control.
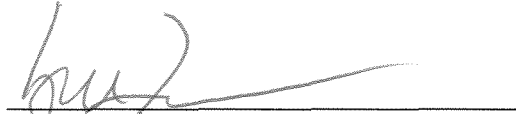
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.
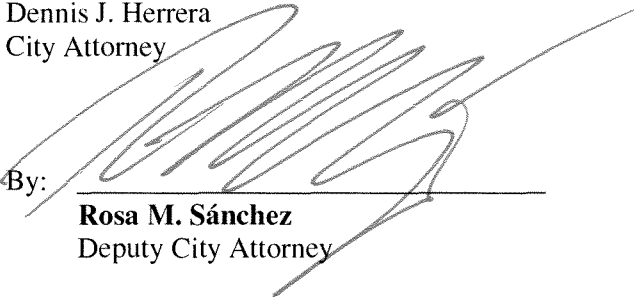
CITY

Recommended by:

Ben Rosenfield
Controller
Office of the Controller

Approved as to Form:

Dennis J. Herrera
City Attorney

By:
Rosa M. Sánchez
Deputy City Attorney

Approved:

Naomi Kelly
Director of the Office of Contract
Administration, and Purchaser

CONTRACTOR

Oracle USA, Inc.

Michaela Barry
Senior Contracts Manager
Oracle USA, Inc.
500 Oracle Parkway
Redwood City, California 94065

City vendor number: **71766**

ORACLE®

6-Oct-09

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

Dear Rachel,

The technical support services and benefits provided under service contract number 2599575 will expire, or have expired, on 21-Feb-10. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may also include incremental technical support services newly acquired.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number 2599575, 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 23-Jan-10.

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

Regards,

Gavin Ostrom
Oracle Support Services
E-mail: gavin.ostrom@oracle.com
Tel.:   +19163155391
Fax: 916 315 5657

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ORACLE®

Ordering Document

Service Contract #:	2599575	**Renewal Contact:**	Gavin Ostrom
Offer Expires:	21-Feb-10		
Payment Terms:	NET 30 DAYS from date of invoice	**Telephone:**	+19163155391
		Fax:	916 315 5657
Billing Terms:	Quarterly in Arrears	**E-mail:**	gavin.ostrom@oracle.com

CUSTOMER: City And County Of San Francisco

QUOTE TO		BILL TO	
Account Contact:	Rachel Cukierman	**Account Contact**	Rachel Cukierman
Account Name:	City And County Of San Francisco	**Account Name:**	City And County Of San Francisco
Address:	25 Van Ness Ave.	**Address:**	25 Van Ness Ave.
	Suite 345		Suite 345
	San Francisco		San Francisco
	CA 94102		CA 94102
	United States		United States
Telephone:	415.554.2333	**Telephone:**	415.554.2333
Fax:		**Fax:**	
E-mail:	rachel.cukierman@sfgov.org	**E-mail:**	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 Gavin Ostrom at gavin.ostrom@oracle.com or 916 315 5657. Please also include service contract number 2599575 on such reply.

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Service Details

Service Level:	Software Update License & Support					End Date: 21-Feb-11	

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Oracle Database Enterprise Edition - Processor Perpetual	15685350	42		ULA	22-Feb-10	139,819.68
Real Application Clusters - Processor Perpetual	15685350	20		ULA	22-Feb-10	33,290.40
Advanced Security - Processor Perpetual	15685350	18		ULA	22-Feb-10	14,980.68
Partitioning - Processor Perpetual	15685350	10		ULA	22-Feb-10	8,322.60
Diagnostics Pack - Processor Perpetual	15685350	42		ULA	22-Feb-10	10,486.48
Provisioning and Patch Automation Pack for Database - Processor Perpetual	15685350	42		ULA	22-Feb-10	10,486.48
Tuning Pack - Processor Perpetual	15685350	42		ULA	22-Feb-10	10,486.48
Configuration Management Pack - Processor Perpetual	15685350	42		ULA	22-Feb-10	10,486.48
Application Management Pack for PeopleSoft - Processor Perpetual	15685350	7		ULA	22-Feb-10	3,495.48

Subtotal: **USD** **241,854.77**

Total Amount: **USD** **241,854.77**

plus applicable tax

Notes:
1. If any of the fields listed above are blank, the program licenses were acquired under a separate license model in which such field(s) does not apply.
2. If a change to the Service Details provided above is required, please contact Gavin Ostrom at +19163155391 or at gavin.ostrom@oracle.com and an updated ordering document will be provided in accordance with Oracle's technical support policies.

Service Contract Number: 2599575

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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 acknowledges 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.

The technical support services acquired under this ordering document are governed by the terms and conditions of the license and services agreement that you executed for technical support from the licensor of the products 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, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs set forth in the order in which the programs were acquired.

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

In the event that Priority Service is acquired under this ordering document, you acknowledge you must maintain a current Software Update License & Support contract for all licenses in a license set for which Priority Service has been purchased. By accepting this ordering document, you also acknowledge that Software Update License & Support for program licenses listed under the Priority Service level may be renewed under separate contract(s). Upon renewal, Priority Service fees will be based on the Priority Service pricing policies in effect at the time of renewal and such fees will be adjusted to account for any acquisition of additional licenses in a license set. Contractual caps on annual technical support fees for Software Update License & Support do not apply to Priority Service, unless stated otherwise in your contract.

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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 license and services agreement that you executed for technical support from the licensor of the products 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 USD2,000 or less, the technical support services on this ordering document must be paid either by credit card or electronic upload of a PO to the Online site.

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

An invoice will only be issued upon receipt of a form of payment acceptable to Oracle. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as " tax"). If City And County Of San Francisco 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

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 #: 2599575
- Term of Service: 22-Feb-10 to 21-Feb-11
- Final Total: USD 241,854.77 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, City And County Of San Francisco agrees that the terms of this ordering document and the terms of the license and services 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 #: 2599575
- Term of Service: 22-Feb-10 to 21-Feb-11
- Final Total: USD 241,854.77 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, City And County Of San Francisco agrees that only the terms of this ordering document and the terms of the license and services 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 #:   2599575
Term of Service: 22-Feb-10 to 21-Feb-11
Final Total: USD 241,854.77 (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 this ordering document and the terms of the license and services 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: Gavin Ostrom
                Oracle Support Services
Fax: 916 315 5657
E-mail: gavin.ostrom@oracle.com

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

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

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

All other States:

Oracle USA, Inc.
PO Box 71028
Chicago, IL 60694-1028

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