

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

Amendment Fourteen

THIS AMENDMENT (this "Amendment") is made as of **November 2, 2015**, 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 hardware and systems support services, additional software license updates and support services, 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, **Amendment Ten** dated July 14, 2014, **Amendment Eleven** dated August 15, 2014, **Amendment Twelve** dated March 5, 2015 and **Amendment Thirteen** dated July 6, 2015.

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, 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, Amendment Eleven, Amendment Twelve, and this document, Amendment Thirteen, are attached, 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, Amendment Eleven, Amendment Twelve and this document, Amendment Thirteen, 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, M, N, and O, 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 twelve 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, the ordering forms attached to Amendment Eleven as Appendix M, the ordering forms attached to Amendment Twelve as Appendix N, and the ordering forms attached to Amendment Thirteen as Appendix O.
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, (v) the Effective Date of this Amendment Twelve incorporating Ordering Document (Appendix N) and continue for 12 (twelve) months for the software and each related update to the software, and (vi) the Effective Date of this Amendment Thirteen incorporating Ordering Document (Appendix O) and continue for 12 (twelve) months for the software and each related update to the software, and (vii) 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.

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 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, Amendment Eleven, Amendment Twelve, Amendment Thirteen and this document, Amendment Fourteen, are attached, 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, Amendment Eleven, Amendment Twelve, Amendment Thirteen and this document, Amendment Fourteen, 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, M, N, O, and P, 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 thirteen 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, the ordering forms attached to Amendment Eleven as Appendix M, the ordering forms attached to Amendment Twelve as Appendix N, the ordering forms attached to Amendment Thirteen as Appendix O, and the ordering forms attached to Amendment Fourteen as Appendices P and Q.

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 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 Amendment Eleven incorporating Ordering Document (Appendix M) and continue for 12 (twelve) months for the software and each related update to the software, (v) the Effective Date of Amendment Twelve incorporating Ordering Document (Appendix N) and continue for 12 (twelve) months for the software and each related update to the software, and (vi) the Effective Date of Amendment Thirteen incorporating Ordering Document (Appendix O) and continue for 12 (twelve) months for the software and each related update to the software, and (vii) the Effective Date of this Amendment Fourteen incorporating Ordering Documents (Appendices P and Q) and continue for 12 (twelve) months for the software and each related update to the software, and (viii) 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.

To cover the purchase under the Oracle ordering document attached as Appendix O to this Amendment Thirteen, the amount for the software update and support fees shall be in an amount not to exceed four hundred ninety-nine thousand two hundred and twenty-one dollars and sixty-five cents (\$499,221.65). Support for the Licenses obtained pursuant to Appendix O shall be from August 15, 2015 to November 29, 2017.

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 four million four hundred and seventy-eight thousand six hundred and eighty-eight dollars and two cents (\$4,478,688.02).

In no event shall the total amount for all software and services paid under this Agreement exceed seven million six hundred and twenty-eight thousand and seventeen dollars and two cents (\$7,628,017.02).

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 and hardware and systems 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 and hardware and systems 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.

one hundred twenty six thousand eight hundred ninety four dollars
and 46 cents (\$126,894.46)

Leo Venora, CCSF-IT

*Oracle
Contracts
Manager*

To cover the purchase under the Oracle ordering document attached as Appendix P to this Amendment Fourteen, the amount for the software update and support fees shall be in an amount not to exceed ~~six hundred twenty six thousand one hundred and sixteen dollars and 11 cents (\$626,116.11)~~. To cover the purchase under the Oracle ordering document attached as Appendix Q to this Amendment Fourteen, the amount of hardware maintenance fees shall be in an amount not to exceed two hundred seventy-two thousand six hundred and twenty-two dollars and thirty cents (\$272,622.30). Support for the Licenses obtained pursuant to Appendix P and hardware and systems support obtained pursuant to Appendix Q shall be from November 26, 2015 to November 29, 2017.

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 and hardware and systems support payments exceed four million eight hundred and seventy-eight thousand two hundred and four dollars and seventy-eight cents (\$4,878,204.78).

In no event shall the total amount for all software, and services paid under this Agreement exceed eight million twenty-seven thousand five hundred and thirty-three dollars and seventy-eight cents (\$8,027,533.78).

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 and hardware and systems 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-O, 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 and hardware and systems support shall be from the date of Acceptance to November 29, 2017, for **Appendices A-Q**, unless sooner terminated in accordance with the provisions of this Agreement.

2d. Appendix P. The Ordering Document, Support Service Number 6509714 dated 26-Oct-15 regarding Program Technical Support Services, Software Update License & Support, is added to the Agreement and incorporated by reference hereto as Appendix P.

2e. Appendix P. Pages 4 – 8 of Appendix P, and the “Please note the following” bullet points in page 3, are hereby deleted in their entirety.

2f. Appendix Q. The Ordering Document, Support Service Number 6138948 dated 26-Oct-15 regarding Hardware Technical Support Services, Oracle Premier Support for Systems, is added to the Agreement and incorporated by reference hereto as Appendix Q.

2g. Appendix Q. Pages 9 – 12 of Appendix Q, and the “Please note the following” bullet points in page 8, are hereby deleted in their entirety.

2h. The Oracle Hardware and System Support purchase under the Oracle ordering document attached as Appendix Q to this Amendment Fourteen is subject to the terms of Section 3, Oracle Hardware and Systems Support, of the Oracle Manufacturer’s Statement of Terms_v040612 (“Manufacturer’s Statement of Terms”), as amended by Amendment One dated **October 1, 2013**, Amendment Two dated **August 29, 2014**, Amendment Three, dated **December 19, 2014**, and the modifications set forth below in Section 2h(ii). Terms used in Section 3 and not defined in this Amendment shall have the meanings assigned to such terms in the Manufacturer’s Statement of Terms.

(i). **Modifications to the Manufacturer’s Statement of Terms.** Solely for the purchase under the Oracle ordering document attached as Appendix Q to this Amendment Fourteen, the Manufacturer’s Statement of Terms is hereby modified as follows:

(ii). **Section 3, third paragraph.** Section 3, Oracle Hardware and Systems Support, third paragraph of the Manufacturer’s Statement of Terms currently reads as follows:

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE ORACLE HARDWARE AND SYSTEMS SUPPORT WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE GREATER OF TWO TIMES THE FEES YOU PAID ORACLE FOR THE ORACLE HARDWARE OR SYSTEMS SUPPORT SERVICES OR ONE MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS (\$1,840,000). LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO (1) DAMAGES CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (2) CONTRACTOR'S OBLIGATION TO INDEMNIFY AND DEFEND CITY PURSUANT TO THE GENERAL INDEMNIFICATION AND INFRINGEMENT INDEMNIFICATION PROVISIONS OF THIS TRANSACTION, (3) LIMIT CLAIMS OR GENERAL DAMAGES THAT FALL WITHIN THE INSURANCE COVERAGE OF THIS TRANSACTION, (4) STATUTORY DAMAGES SPECIFIED IN THIS TRANSACTION, AND (5) WRONGFUL DEATH CAUSED BY CONTRACTOR.

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

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE ORACLE HARDWARE AND SYSTEMS SUPPORT WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO TWO TIMES THE FEES YOU PAID ORACLE FOR THE ORACLE HARDWARE AND SYSTEMS SUPPORT SERVICES GIVING RISE TO THE LIABILITY. THE LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO (1) DAMAGES CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (2) CONTRACTOR'S OBLIGATION TO INDEMNIFY AND DEFEND CITY PURSUANT TO THE GENERAL INDEMNIFICATION AND INFRINGEMENT INDEMNIFICATION PROVISIONS OF THIS TRANSACTION, (3) LIMIT CLAIMS OR GENERAL DAMAGES THAT FALL WITHIN THE INSURANCE COVERAGE OF THIS TRANSACTION, (4) STATUTORY DAMAGES SPECIFIED IN THIS TRANSACTION, AND (5) WRONGFUL DEATH CAUSED BY CONTRACTOR.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after November 2, 2015.

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:



Miguel A. Gamino, Jr.
City CIO and Executive Director
Department of Technology

CONTRACTOR

Oracle America, Inc.



F. Taylor Sarguis
Manager, Services & Consulting Deal Manager
11/13/2015

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Gustin R. Guibert
Deputy City Attorney

Approved:

FJR 

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

Appendices:

Appendix P: Ordering Document dated 26-Oct-15, Support Service Number 6509714

Appendix Q: Ordering Document dated 26-Oct-15, Support Service Number 6138948



26-Oct-15

Fan-Wa Wong
CITY & COUNTY OF SAN FRANCISCO
Department of Technology
1 South Van Ness Avenue, 2nd Floor
SAN FRANCISCO
CA 94103
United States

Dear Fan-Wa Wong

The technical support services provided under support service number 6509714 will expire, or have expired, on 13-Jan-16. Please find attached an ordering document for the renewal of these technical support services. If applicable, the attached ordering document may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

To prevent interruption to and/ or termination of technical support services, please complete your order for the renewal of technical support services, identified in the ordering document, by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the ordering document on or before 15-Dec-15.

If you have questions regarding your order or require further information, 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



GENERAL INFORMATION

OFFER EXPIRATION		ORACLE: Oracle America, Inc.	
Support Service Number:	6509714	Oracle Support Sales Representative:	Ann Tran
Offer Expires:	13-Jan-16	Telephone:	408.556.4833
		Fax:	408.556.4833
		E-mail:	ann.tran@oracle.com
CUSTOMER: CITY & COUNTY OF SAN FRANCISCO			
CUSTOMER QUOTE TO		CUSTOMER BILL TO	
Account Contact:	Fan-Wa Wong	Account Contact:	ACCOUNTS PAYABLE
Account Name:	CITY & COUNTY OF SAN FRANCISCO	Account Name:	CITY & COUNTY OF SAN FRANCISCO
Address:	Department of Technology 1 South Van Ness Avenue, 2nd Floor SAN FRANCISCO CA 94103 United States	Address:	Department of Technology 1 South Van Ness Avenue, 2nd Floor SAN FRANCISCO CA 94103 United States
Telephone:	415 581-7151	Telephone:	-Not Available
Fax:		Fax:	
E-mail:	fan-wa.wong@sfgov.org	E-mail:	

"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 6509714, to Your Oracle Support Sales Representative identified in the table above.

SERVICE DETAILS

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Exalogic Elastic Cloud Software - Processor Perpetual	19819191	32		FULL USE	14-Jan-16	29-Nov-17	52,396.12

Program Technical Support Fees: USD 52,396.12

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Exalogic Elastic Cloud Software - Processor Perpetual	19667245	32		FULL USE	28-Aug-16	29-Nov-17	35,058.04
Exadata Storage Server Software - Disk Drive Perpetual	19667250	18		FULL USE	28-Aug-16	29-Nov-17	19,720.15

Program Technical Support Fees: USD 54,778.19

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Exadata Storage Server Software - Disk Drive Perpetual	19663747	18		FULL USE	28-Aug-16	29-Nov-17	19,720.15

Program Technical Support Fees: USD 19,720.15

Total Price: USD 126,894.46

Plus applicable tax

Please note the following:

- If You have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for an Oracle product, if applicable, may change during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle

- Support Sales Representative identified on the first page of this ordering document.
- If Oracle accepts Your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware.
 - If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.

TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, CITY & COUNTY OF SAN FRANCISCO represents that Customer has authorized CITY & COUNTY OF SAN FRANCISCO to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. CITY & COUNTY OF SAN FRANCISCO agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. CITY & COUNTY OF SAN FRANCISCO agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and b) any failure of CITY & COUNTY OF SAN FRANCISCO to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

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>.

The technical support services acquired under this ordering document are governed by the terms and conditions of the US-OLSA-10013938-21-NOV-2007 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, 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.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

ORDER PROCESSING DETAILS

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order, Your check or a credit card confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

Please note that if the pre-tax value of this ordering document is USD \$2,000 or less, the technical support services ordered (i) must be paid by credit card; or (ii) You must renew Your support via the Oracle Store. Please contact Your Oracle Support Sales Representative for details regarding renewing Your support via the Oracle Store.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

"If CITY & COUNTY OF SAN FRANCISCO is a tax exempt organization, a copy of CITY & COUNTY OF SAN FRANCISCO's tax exemption certificate must be submitted with CITY & COUNTY OF SAN FRANCISCO's purchase order, check, credit card or other acceptable form of payment."

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 6509714
- Total Price: USD 126,894.46 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, CITY & COUNTY OF SAN FRANCISCO agrees that the terms of this ordering document and the agreement 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 under this ordering document.

Please e-mail or fax the purchase order to Oracle in accordance with the Remittance Details section 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:

- Support Service Number: 6509714
- Total Price: USD 126,894.46 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, CITY & COUNTY OF SAN FRANCISCO agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering

document. No terms attached or submitted with the check shall apply.

Please mail check payments in accordance with the Remittance Details section below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid by credit card, please complete the information in this section and return it to Oracle in accordance with the Remittance Details section below. The credit card used to make payment must be valid for the entire support services term. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

Credit Card Number

Credit Card Type (Visa, MasterCard, AMEX)

Expiration Date

Billing Address (associated with Credit Card)

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

Authorized Signature

Name (as it appears on the credit card)

In issuing this credit card confirmation, CITY & COUNTY OF SAN FRANCISCO agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. 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 under this ordering document 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 under this ordering document 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



26-Oct-15

Fan-Wa Wong
CITY & COUNTY OF SAN FRANCISCO
Department of Technology
1 South Van Ness Avenue, 2nd Floor
SAN FRANCISCO
CA 94103
United States

Dear Fan-Wa Wong

The technical support services provided under support service number 6138948 will expire, or have expired, on 25-Nov-15. Please find attached an ordering document for the renewal of these technical support services. If applicable, the attached ordering document may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

To prevent interruption to and/ or termination of technical support services, please complete your order for the renewal of technical support services, identified in the ordering document, by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the ordering document on or before 2-Nov-15.

If you have questions regarding your order or require further information, 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



GENERAL INFORMATION

OFFER EXPIRATION		ORACLE: Oracle America, Inc.	
Support Service Number:	6138948	Oracle Support Sales Representative:	Ann Tran
Offer Expires:	25-Nov-15	Telephone:	408.556.4833
		Fax:	408.556.4833
		E-mail:	ann.tran@oracle.com
CUSTOMER: CITY & COUNTY OF SAN FRANCISCO			
CUSTOMER QUOTE TO		CUSTOMER BILL TO	
Account Contact:	Fan-Wa Wong	Account Contact:	ACCOUNTS PAYABLE
Account Name:	CITY & COUNTY OF SAN FRANCISCO	Account Name:	CITY & COUNTY OF SAN FRANCISCO
Address:	Department of Technology 1 South Van Ness Avenue, 2nd Floor SAN FRANCISCO CA 94103 United States	Address:	Department of Technology 1 South Van Ness Avenue, 2nd Floor SAN FRANCISCO CA 94103 United States
Telephone:	415 581-7151	Telephone:	-Not Available
Fax:		Fax:	
E-mail:	fan-wa.wong@sfgov.org	E-mail:	

"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 6138948, to Your Oracle Support Sales Representative identified in the table above.

SERVICE DETAILS

Hardware Technical Support Services						
Service Level: Oracle Premier Support for Systems						

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 3101 Gold Camp Dr Rancho Cordova SACRAMENTO CA 95670 United States						
SUNDC Switch IB NM2-GW,LF	AK00152952		1	26-Nov-15	29-Nov-17	0.00
Dual rate transceiver: SFP+ SR. Support 1 Gb/sec and 10 Gb/sec dual rate		19291283	4	26-Nov-15	29-Nov-17	696.64
QSFP optical cable splitter: 50 meters, MPO to 4 LC		19291283	2	26-Nov-15	29-Nov-17	440.93
Exadata X3-2: model family		19293275	1	26-Nov-15	29-Nov-17	0.00
Exadata X3-2: model family	AK00161510	19293275	1	26-Nov-15	29-Nov-17	0.00
Exadata Database Machine X3-2 HC Eighth Rack		19293275	1	26-Nov-15	29-Nov-17	43,858.33
SUNDC SWITCH IB-36P MANAGED,LF	AK00158295	19293275	1	26-Nov-15	29-Nov-17	0.00
SUNDC SWITCH IB-36P MANAGED,LF	AK00158299	19293275	1	26-Nov-15	29-Nov-17	0.00
SWITCH,ENET,WS-C4948E-F-S,CISCO CATALYST,BACK TO FRONT COOLING	CAT1724S05V	19293275	1	26-Nov-15	29-Nov-17	0.00
X3-2,1U,E5-2690,256GB,4x 300GB,(BBU TRAY),ED X3-2,ROHS	1346NML0CL	19293275	1	26-Nov-15	29-Nov-17	0.00
X3-2,1U,E5-2690,256GB,4x 300GB,(BBU TRAY),ED X3-2,ROHS	1346NML0C1	19293275	1	26-Nov-15	29-Nov-17	0.00
X3-2L,2U,HI CAP SERVER,(BBU TRAY),ED X3-2,ROHS	1346NM503N	19293275	1	26-Nov-15	29-Nov-17	0.00
X3-2L,2U,HI CAP SERVER,(BBU TRAY),ED X3-2,ROHS	1345NM50CR	19293275	1	26-Nov-15	29-Nov-17	0.00
X3-2L,2U,HI CAP SERVER,(BBU TRAY),ED X3-2,ROHS	1346NM503X	19293275	1	26-Nov-15	29-Nov-17	0.00
Exadata X3-2: base rack		19293275	1	26-Nov-15	29-Nov-17	0.00
RACK 42U-1200 W/HEAVY DUTY PAL	2047RTN-1342RB 0002	19293275	1	26-Nov-15	29-Nov-17	0.00

Hardware Technical Support Services						
Service Level: Oracle Premier Support for Systems						

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Oracle Advanced Support Gateway Server X3-2		19293275	1	26-Nov-15	29-Nov-17	1,604.82
ASSY,ORACLE ADVANCED SUPPORT GATEWAY 1U SERVER (X3-2)	S1320FML04V	19293275	1	26-Nov-15	29-Nov-17	0.00
Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15 A (for factory installation)		19293275	2	26-Nov-15	29-Nov-17	8.62
ASY,DS2 JBOD,20x3TB,4x73G SD,ROHS,EL/SSC	1328FMD00B	19293276	1	26-Nov-15	29-Nov-17	0.00
Exalogic Elastic Cloud X3-2 Base Rack		19293276	1	26-Nov-15	29-Nov-17	0.00
Exalogic Elastic Cloud X3-2 Eighth Rack for non-EU countries		19293276	1	26-Nov-15	29-Nov-17	49,839.06
Exalogic Elastic Cloud X3-2 for non-EU countries: model family		19293276	1	26-Nov-15	29-Nov-17	0.00
Exalogic Elastic Cloud X3-2 for non-EU countries: model family	AK00159191	19293276	1	26-Nov-15	29-Nov-17	0.00
RACK 42U-1200 W/HEAVY DUTY PAL	2047RTN-1338RB 0023	19293276	1	26-Nov-15	29-Nov-17	0.00
SUNDC Switch IB NM2-GW,LF	AK00152949	19293276	1	26-Nov-15	29-Nov-17	0.00
SWITCH,ENET,WS-C4948E-F-S,CISCO CATALYST,BACK TO FRONT COOLING	CAT1728S8BU	19293276	1	26-Nov-15	29-Nov-17	0.00
X3-2,1U,2x E52690 2.9G,16x 16GB,2x 100GB SD,CX2,(BBU TRAY),EL X3-2 COMPUTE ND, ROHS	1333FML0C4	19293276	1	26-Nov-15	29-Nov-17	0.00
X3-2,1U,2x E52690 2.9G,16x 16GB,2x 100GB SD,CX2,(BBU TRAY),EL X3-2 COMPUTE ND, ROHS	1245FML098	19293276	1	26-Nov-15	29-Nov-17	0.00
X3-2,1U,2x E52690 2.9G,16x 16GB,2x 100GB SD,CX2,(BBU TRAY),EL X3-2 COMPUTE ND, ROHS	1325FML0BJ	19293276	1	26-Nov-15	29-Nov-17	0.00

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
X3-2,1U,2x E52690 2.9G,16x 16GB,2x 100GB SD,CX2,(BBU TRAY),EL X3-2 COMPUTE ND, ROHS	1325FML0C9	19293276	1	26-Nov-15	29-Nov-17	0.00
X4170M2,S7320 1U HEAD,E5620,96GB,4x 512GB SD,EL,ROHS	1333FMM02P	19293276	1	26-Nov-15	29-Nov-17	0.00
X4170M2,S7320 1U HEAD,E5620,96GB,4x 512GB SD,EL,ROHS	1333FMM02T	19293276	1	26-Nov-15	29-Nov-17	0.00

Hardware Technical Support Fees: USD 96,448.40

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 200 Paul Ave San Francisco San Francisco CA 94124 United States						
Exalogic Elastic Cloud X3-2 Base Rack		19289285	1	26-Nov-15	29-Nov-17	0.00
Exalogic Elastic Cloud X3-2 Eighth Rack for non-EU countries		19289285	1	26-Nov-15	29-Nov-17	50,331.25
Exalogic Elastic Cloud X3-2 for non-EU countries: model family		19289285	1	26-Nov-15	29-Nov-17	0.00
Exadata Database Machine X3-2 HC Eighth Rack		19289286	1	26-Nov-15	29-Nov-17	44,291.51
Exadata X3-2: base rack		19289286	1	26-Nov-15	29-Nov-17	0.00
Exadata X3-2: model family		19289286	1	26-Nov-15	29-Nov-17	0.00
Oracle Advanced Support Gateway Server X3-2		19289286	1	26-Nov-15	29-Nov-17	1,620.65
Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15 A (for factory installation)		19289286	2	26-Nov-15	29-Nov-17	8.71

Hardware Technical Support Fees: USD 96,252.12

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 1 Carlton B Goodlett Pl San Francisco SAN FRANCISCO CA 94102 United States						
Cable assembly: 35 feet, 24 awg, shld, cat 5E		19291296	4	27-Nov-15	29-Nov-17	18.69
Cable assembly: 8 feet, 24 awg, shld, cat 5E		19291296	2	27-Nov-15	29-Nov-17	6.41
StorageTek FC cable: OM2, 10 meters, 50/125, duplex, plenum, LC-LC connectors		19291296	4	27-Nov-15	29-Nov-17	46.15

Hardware Technical Support Fees: USD 71.25

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 3101 Gold Camp Dr Rancho Cordova SACRAMENTO CA 95670 United States						
Cable assembly: 35 feet, 24 awg, shld, cat 5E		19291283	4	3-Dec-15	29-Nov-17	18.54
Cable assembly: 8 feet, 24 awg, shld, cat 5E		19291283	2	3-Dec-15	29-Nov-17	6.36
FC cable: plenum, 50 meters, duplex, LC-LC, 50/125		19291283	4	3-Dec-15	29-Nov-17	96.73

Hardware Technical Support Fees: USD 121.63

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 200 Paul Ave San Francisco San Francisco CA 94124 United States						
Exalogic Elastic Cloud X4-2 Eighth Rack to Quarter Rack Upgrade for X3-2 and X2-2 racks		19289285	1	4-Feb-16	29-Nov-17	23,448.08
Exalogic Elastic Cloud X4-2: model family	AK00274305	19289285	1	4-Feb-16	29-Nov-17	0.00
Exalogic Elastic Cloud X4-2: model family		19289285	1	4-Feb-16	29-Nov-17	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1503NML04R	19289285	1	4-Feb-16	29-Nov-17	0.00

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1503NML046	19289285	1	4-Feb-16	29-Nov-17	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1503NML044	19289285	1	4-Feb-16	29-Nov-17	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1503NML04W	19289285	1	4-Feb-16	29-Nov-17	0.00

Hardware Technical Support Fees: USD 23,448.08

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 3101 Gold Camp Dr Rancho Cordova SACRAMENTO CA 95670 United States						
Exadata Database Machine X3-2 Eighth Rack to Quarter Rack Database Server Upgrade		19653972	1	5-Aug-16	29-Nov-17	20,917.48

Hardware Technical Support Fees: USD 20,917.48

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: City and County of San Francisco - San Francisco Colocation Data Center 200 Paul Ave Suite 110 San Francisco SAN FR						
Exadata Database Machine X3-2 Eighth Rack to Quarter Rack Database Server Upgrade		19667215	1	28-Aug-16	29-Nov-17	19,919.34

Hardware Technical Support Fees: USD 19,919.34

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: CITY & COUNTY OF SAN FRANCISCO - 3101 Gold Camp Dr Rancho Cordova SACRAMENTO CA 95670 United States						
Exalogic Elastic Cloud X4-2 Eighth Rack to Quarter Rack Upgrade for X3-2 and X2-2 racks		19293276	1	18-Sep-16	29-Nov-17	15,444.00
Exalogic Elastic Cloud X4-2: model family	AK00238492	19293276	1	18-Sep-16	29-Nov-17	0.00
Exalogic Elastic Cloud X4-2: model family		19293276	1	18-Sep-16	29-Nov-17	0.00

Hardware Technical Support Services
Service Level: Oracle Premier Support for Systems

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1429NML09U	19293276	1	18-Sep-16	29-Nov-17	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1429NML09P	19293276	1	18-Sep-16	29-Nov-17	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1429NML09N	19293276	1	18-Sep-16	29-Nov-17	0.00
X4-2,1U,2x E5-2697,16x 16GB,2x 400GB SD,CX3,EL X4-2,COMPUTE NODE SERVER	1429NML099	19293276	1	18-Sep-16	29-Nov-17	0.00

Hardware Technical Support Fees: USD 15,444.00

Total Price: USD 272,622.30

Plus applicable tax

Please note the following:

- If You have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for an Oracle product, if applicable, may change during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- If Oracle accepts Your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware.
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.

TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, CITY & COUNTY OF SAN FRANCISCO represents that Customer has authorized CITY & COUNTY OF SAN FRANCISCO to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. CITY & COUNTY OF SAN FRANCISCO agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. CITY & COUNTY OF SAN FRANCISCO agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and b) any failure of CITY & COUNTY OF SAN FRANCISCO to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

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>.

The technical support services acquired under this ordering document are governed by the terms and conditions of the US-OLSA-10013938-21-NOV-2007 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, 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.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

ORDER PROCESSING DETAILS

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order, Your check or a credit card confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

Please note that if the pre-tax value of this ordering document is USD \$2,000 or less, the technical support services ordered (i) must be paid by credit card; or (ii) You must renew Your support via the Oracle Store. Please contact Your Oracle Support Sales Representative for details regarding renewing Your support via the Oracle Store.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

"If CITY & COUNTY OF SAN FRANCISCO is a tax exempt organization, a copy of CITY & COUNTY OF SAN FRANCISCO's tax exemption certificate must be submitted with CITY & COUNTY OF SAN FRANCISCO's purchase order, check, credit card or other acceptable form of payment."

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 6138948
- Total Price: USD 272,622.30 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, CITY & COUNTY OF SAN FRANCISCO agrees that the terms of this ordering document and the agreement 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 under this ordering document.

Please e-mail or fax the purchase order to Oracle in accordance with the Remittance Details section 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:

- Support Service Number: 6138948
- Total Price: USD 272,622.30 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, CITY & COUNTY OF SAN FRANCISCO agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering

document. No terms attached or submitted with the check shall apply.

Please mail check payments in accordance with the Remittance Details section below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid by credit card, please complete the information in this section and return it to Oracle in accordance with the Remittance Details section below. The credit card used to make payment must be valid for the entire support services term. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

Credit Card Number

Credit Card Type (Visa, MasterCard, AMEX)

Expiration Date

Billing Address (associated with Credit Card)

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

Authorized Signature

Name (as it appears on the credit card)

In issuing this credit card confirmation, CITY & COUNTY OF SAN FRANCISCO agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. 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 under this ordering document 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 under this ordering document 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