Amendment Ten

THIS AMENDMENT (this "Amendment") is made as of **July 14, 2014**, in San Francisco, California, by and between **Oracle America, Inc., 1910 Oracle Way, Reston, VA 20190** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to purchase support services, extend the term of the agreement, and increase the contract amount;

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

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

    1a. Agreement. The term "Agreement" shall mean the Oracle pre-printed License and Services Agreement (OLSA V071807) dated November 21, 2007 between Contractor and City, as amended by, **Amendment One** dated November 21, 2007, **Amendment Two** dated November 17, 2008, **Amendment Three** dated February 22, 2010, the **Assignment and Assumption Agreement** dated October 5, 2010, **Amendment Four** dated October 5, 2010, **Amendment Five** dated May 22, 2011, **Amendment Six** dated May 22, 2012, **Amendment Seven** dated April 1, 2013, **Amendment Eight** dated October 1, 2013, and **Amendment Nine** dated May 30, 2014.

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

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

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

    1. **Definitions.**

    ACCEPTANCE   City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the Ordering Document, and post

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acceptance testing, if any, shall be governed by the procedures set forth in Section 8 of the Agreement and Appendix I Section B(12).

AGREEMENT	The Oracle pre-printed License and Services Agreement (OLSA V071807), to which Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight and this document, Amendment Nine, are attached, and these documents shall be construed together as this "Agreement."
AMENDMENT	Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, and this document, Amendment Nine, 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, Appendix H, 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 nine 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, and the Oracle ordering forms attached to Amendment Nine as Appendix I.

SOURCE CODE The human readable compliable form of the Licensed Software to be provided by Contractor.

SPECIFICATIONS The functional and operational characteristics of the Licenses Software as described in Contractor's current published Documentation.

WARRANTY PERIOD The warranty period shall commence on (i) the effective date of the November 2007 Ordering Document (Appendix A) and continue for 12 (twelve) months for the software and each related update to the software and (ii) the Effective Date of Amendment Eight incorporating Ordering Document (Appendix H) and continue for 12 (twelve) months for the software and each related update to the software, (iii) the Effective Date of this Amendment Nine incorporating Ordering Document (Appendix I) and continue for 12 (twelve) months for the software and each related update to the software and (iv) the date of performance of technical services and continue for 90 (ninety) days thereafter for technical services.

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

1.   **Definitions.**

ACCEPTANCE

City's Acceptance of the Licensed Software shall be deemed to have occurred upon the effective date of the Ordering Document, and post acceptance testing, if any, shall be governed by the procedures set forth in Section 8 of the Agreement, Appendix H Section C(1), and Appendix I Section B(12).

AGREEMENT

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

AMENDMENT

Amendment One, Amendment Two, Amendment Three, Amendment Four, Amendment Five, Amendment Six, Amendment Seven, Amendment Eight, Amendment Nine, and this document, Amendment Ten, which contain City's express terms that both (i) supplement and (ii) control over any conflict or clear inconsistency with the terms of the OLSAv071807.

AUTHORIZATION; or
AUTHORIZATION
DOCUMENT

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

DOCUMENTATION

Shall have the definition as "Program Documentation" in the OLSAV071807 paragraph A.

LICENSED

SOFTWARE

One or more of the proprietary computer software programs identified in the Authorization Document, Appendices H, and I, all related materials, Documentation, all corrections, patches or updates thereto,

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

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

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

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

SOURCE CODE — The human readable compliable form of the Licensed Software to be provided by Contractor.

SPECIFICATIONS — The functional and operational characteristics of the Licenses Software as described in Contractor's current published Documentation.

WARRANTY PERIOD — The warranty period shall commence on (i) the effective date of the November 2007 Ordering Document (Appendix A) and continue for 12 (twelve) months for the software and each related update to the

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

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 I** to this Amendment Ten, the amount for the Software Licenses, Identity Manager Software and Support fees shall be in an amount not to exceed six hundred and eleven thousand four-hundred and sixty-four dollars and no cents ($611,464.00). Support for the Licenses obtained pursuant to Appendix I shall be for one year from the Effective Date of this Amendment (May 30, 2014).

In no event shall the aggregate amount of the Software License payments exceed two million six hundred and forty-nine thousand one hundred and twenty-nine dollars and no cents ($2,649,129.00). In no event shall the aggregate amount of Support payments exceed two million two hundred and three thousand two hundred and forty-two dollars and no cents ($2,203,242.00).

In no event shall the total amount for all software and services paid under this Agreement exceed four million eight hundred and fifty-two thousand three hundred and seventy-one dollars and no cents ($4,852,371.00).

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

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

3.   City's Payment Obligation

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

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

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

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

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

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

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

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

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 July 15, 2014 for Appendices A-G, unless sooner terminated in accordance with the provisions of this Agreement. Support for the Licenses obtained pursuant to Appendix H and Appendix I shall be for one year from the respective Effective Date of each appendix. This term

may be renewed annually at City's option for two (2) additional one year terms (with the price caps set forth in Section 1.3 of Amendment One to the November 2007 Ordering Document, Appendix E; Section D.2 of Appendix H; and Section D.1 of Appendix I) 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.

b.   Term of the Support and Update Services

Subject to Section 5, the term of the Support shall be from the date of Acceptance to **November 29, 2017** for Appendices A-L, unless sooner terminated in accordance with the provisions of this Agreement.

2d.   Section 30. Section 30, "Notice to the Parties" of the Agremeent, is hereby deleted and replaced in its entirety as follows:

30.   Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail, or fax, and shall be addressed as follows:

To City: City and County of San Francisco
Mary Hom
Controller's Office
1 Dr. Carlton B. Goodlett Place, Room 306
San Francisco, CA 94102
Phone: (415) 554-7536
E-mail: mary.hom@sfgov.org

To Contractor: Oracle America, Inc.
500 Oracle Parkway
Redwood City, CA, USA, 94065
Attention: General Counsel, Legal Department

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

    2e.   **Appendix J.** The Ordering Document dated 21-May-14 for support service number 5137277 is added to the Agreement and incorporated by reference hereto as **Appendix J.**

    2f.   **Appendix K.** The Ordering Document dated 21-May-14 for support service number 6083230 is added to the Agreement and incorporated by reference hereto as **Appendix K.**

    2g.   **Appendix L.** The Ordering Document dated 21-May-14 for support service number 6083264 is added to the Agreement and incorporated by reference hereto as **Appendix L.**

    2h.   **Appendix J.** Pages 5 – 8 of Appendix J are hereby deleted in their entirety.

    2i.   **Appendix K.** Pages 4 – 7 of Appendix K are hereby deleted in their entirety.

    2j.   **Appendix L.** Pages 4 – 7 of Appendix L are hereby deleted in their entirety.

3.   **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **July 14, 2014.**

4.   **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement, as previously amended, shall remain unchanged and in full force and effect.
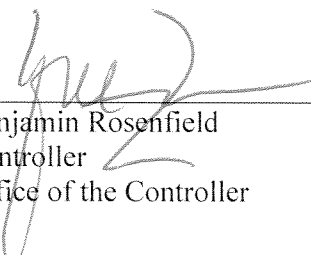
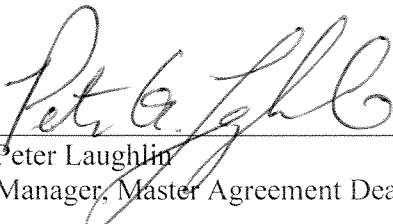IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.
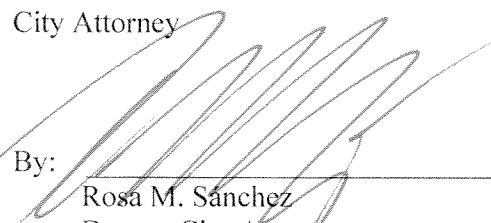
CITY

Recommended by:

_____
Benjamin Rosenfield
Controller
Office of the Controller

CONTRACTOR

Oracle America, Inc.

_____ August 7, 2014
Peter Laughlin
Manager, Master Agreement Deal Management

City vendor number: 41827

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Rosa M. Sánchez
Deputy City Attorney

Approved:

_____ 8/15/14
Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

Appendices:

Appendix J: Ordering Document dated 21-May-14 for support service number 5137277
Appendix K: Ordering Document dated 21-May-14 for support service number 6083230
Appendix L: Ordering Document dated 21-May-14 for support service number 6083264

ORACLE®

30-Jul-14

Wendy Hamilton
City and County of San Francisco Office of the Controller
1 South Van Ness Ave.
Suite 800
San Francisco
CA 94103
United States

Dear Wendy Hamilton

The technical support services provided under support service number 5137277 will expire, or have expired, on 15-Jul-14. 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 6-Aug-14.

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

ORACLE®

GENERAL INFORMATION

OFFER EXPIRATION		ORACLE: Oracle America, Inc.	
Support Service Number:	5137277	Oracle Support Sales Representative:	Ann Tran
Offer Expires:	6-Aug-14		
		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:	Wendy Hamilton	Account Contact:	Wendy Hamilton
Account Name:	City and County of San Francisco Office of the Controller	Account Name:	CITY & COUNTY OF SAN FRANCISCO
Address:	1 South Van Ness Ave. Suite 800 San Francisco CA 94103 United States	Address:	Controller's Ofc City Hall Rm 484,1 Dr Goodlett Pl San Francisco CA 94102 United States
Telephone:	415 701.3492	Telephone:	415-701-3492
Fax:		Fax:	
E-mail:	wendy.hamilton@sfgov.org	E-mail:	wendy.hamilton@sfgov.org

"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 5137277, 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
Provisioning and Patch Automation Pack for Database - Processor Perpetual	18061892	44		FULL USE	16-Jul-14	29-Nov-17	55,489.08
Oracle Application Management Suite for PeopleSoft - Processor Perpetual	18061892	64		FULL USE	16-Jul-14	29-Nov-17	38,626.78
Configuration Management Pack for Oracle Database - Processor Perpetual	18061892	44		FULL USE	16-Jul-14	29-Nov-17	61,736.46
Oracle Active Data Guard - Processor Perpetual	18061892	44		FULL USE	16-Jul-14	29-Nov-17	22,212.93
Tuning Pack - Processor Perpetual	18061892	44		FULL USE	16-Jul-14	29-Nov-17	61,736.46
Partitioning - Processor Perpetual	18061892	44		FULL USE	16-Jul-14	29-Nov-17	80,366.33
Oracle Database Enterprise Edition - Processor Perpetual	18061892	44		FULL USE	16-Jul-14	29-Nov-17	743,324.23
Diagnostics Pack - Processor Perpetual	18061892	44		FULL USE	16-Jul-14	29-Nov-17	61,736.46
Advanced Security - Processor Perpetual	18061892	44		FULL USE	16-Jul-14	29-Nov-17	106,341.95
Test Manager - Named User Plus Perpetual	16859171	4		LIMITED USE SPECIFIE D APP	16-Jul-14	29-Nov-17	3,927.32
Functional Testing - Named User Plus Perpetual	16859171	1		LIMITED USE SPECIFIE D APP	16-Jul-14	29-Nov-17	3,927.31
Load Testing Controller - Processor Perpetual	16859171	2		LIMITED USE SPECIFIE D APP	16-Jul-14	29-Nov-17	6,872.84
Load Testing - Named User Plus Perpetual	16859171	500		LIMITED USE SPECIFIE D APP	16-Jul-14	29-Nov-17	24,545.83
Test Manager - Named User Plus Perpetual	17987615	2		FULL USE	16-Jul-14	29-Nov-17	2,357.10

Program Technical Support Fees: USD 1,273,201.08

Support Service Number: 5137277

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Total Price: USD   1,273,201.08

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 and County of San Francisco Office of the Controller represents that Customer has authorized City and County of San Francisco Office of the Controller to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City and County of San Francisco Office of the Controller agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. City and County of San Francisco Office of the Controller 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-10013938-30-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 NET 30 DAYS 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 and County of San Francisco Office of the Controller is a tax exempt organization, a copy of City and County of San Francisco Office of the Controller's tax exemption certificate must be submitted with City and County of San Francisco Office of the Controller's purchase order, cheque, 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 include the following information:

- Support Service Number: 5137277
- Total Price: USD 1,273,201.08 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, City and County of San Francisco Office of the Controller agrees that the terms of this ordering document and the 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: 5137277
- Total Price: USD 1,273,201.08 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, City and County of San Francisco Office of the Controller agrees that only the terms of this ordering document and the 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, JCB (for Japan only))

_____
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 and County of San Francisco Office of the Controller 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, credit card details, or payment confirmation 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

Support Service Number: 5137277

RL_Specified_Agreement_v111113

ORACLE®

21-May-14

Wendy Hamilton
CITY & COUNTY OF SAN FRANCISCO
PPSD/E-MERGE Controller's Office
1 S Van Ness Ave, Ste 800
San Francisco
CA 94103
United States

Dear Wendy Hamilton

The technical support services provided under support service number 6083230 will expire, or have expired, on 14-Nov-14. 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 16-Oct-14.

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

ORACLE

GENERAL INFORMATION

OFFER EXPIRATION		ORACLE: Oracle America, Inc.	
Support Service Number:	6083230	Oracle Support Sales Representative:	Ann Tran
Offer Expires:	14-Nov-14		
		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:	Wendy Hamilton	Account Contact:	Wendy Hamilton
Account Name:	CITY & COUNTY OF SAN FRANCISCO	Account Name:	CITY & COUNTY OF SAN FRANCISCO
Address:	PPSD/E-MERGE Controller's Office 1 S Van Ness Ave, Ste 800 San Francisco CA 94103 United States	Address:	PPSD/E-MERGE Controller's Office 1 S Van Ness Ave, Ste 800 San Francisco CA 94103 United States
Telephone:	415 701.3492	Telephone:	415-7013492
Fax:		Fax:	
E-mail:	Wendy.Hamilton@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 6083230, 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
Real Application Clusters - Processor Perpetual	19297747	16		LIMITED USE SPECIFIE D APP	15-Nov-14	29-Nov-17	76,324.21
Oracle GoldenGate - Processor Perpetual	19297747	16		LIMITED USE SPECIFIE D APP	15-Nov-14	29-Nov-17	58,072.77
Oracle Data Masking Pack - Processor Perpetual	19297747	8		LIMITED USE SPECIFIE D APP	15-Nov-14	29-Nov-17	19,081.05

Program Technical Support Fees: USD   153,478.03

Total Price: USD   153,478.03

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.

Support Service Number: 6083230

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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-10013938-30-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 NET 30 DAYS 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, cheque, 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 include the following information:

- Support Service Number: 6083230
- Total Price: USD 153,478.03 (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: 6083230
- Total Price: USD 153,478.03 (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, JCB (for Japan only))

_____
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, credit card details, or payment confirmation 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

Support Service Number: 6083230

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PO Box 44471
San Francisco, CA 94144-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

ORACLE®

21-May-14

Wendy Hamilton
CITY & COUNTY OF SAN FRANCISCO
PPSD/E-MERGE Controller's Office
1 S Van Ness Ave, Ste 800
San Francisco
CA 94103
United States

Dear Wendy Hamilton

The technical support services provided under support service number 6083264 will expire, or have expired, on 14-Nov-14. 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 16-Oct-14.

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

ORACLE®

GENERAL INFORMATION

OFFER EXPIRATION		ORACLE: Oracle America, Inc.	
Support Service Number:	6083264	Oracle Support Sales Representative:	Ann Tran
Offer Expires:	14-Nov-14		
		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:	Wendy Hamilton	Account Contact:	Wendy Hamilton
Account Name:	CITY & COUNTY OF SAN FRANCISCO	Account Name:	CITY & COUNTY OF SAN FRANCISCO
Address:	PPSD/E-MERGE Controller's Office 1 S Van Ness Ave, Ste 800 San Francisco CA 94103 United States	Address:	PPSD/E-MERGE Controller's Office 1 S Van Ness Ave, Ste 800 San Francisco CA 94103 United States
Telephone:	415 701.3492	Telephone:	415-7013492
Fax:		Fax:	
E-mail:	Wendy.Hamilton@sfgov.o rg	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 6083264, to Your Oracle Support Sales Representative identified in the table above.

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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
Exadata Storage Server Software - Disk Drive Perpetual	19299756	36		LIMITED USE SPECIFIE D APP	15-Nov-14	29-Nov-17	74,664.99
Oracle Exalogic Elastic Cloud Software - Processor Perpetual	19299757	64		LIMITED USE SPECIFIE D APP	15-Nov-14	29-Nov-17	132,737.75

Program Technical Support Fees: USD   **207,402.74**

Total Price: USD   **207,402.74**

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.
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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-10013938-30-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.

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Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within NET 30 DAYS 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, cheque, 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 include the following information:

- Support Service Number: 6083264
- Total Price: USD 207,402.74 (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: 6083264
- Total Price: USD 207,402.74 (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, JCB (for Japan only))

_____
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, credit card details, or payment confirmation 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

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