

ORACLE ORDERING DOCUMENT

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

Your Name	CITY AND COUNTY OF SAN FRANCISCO	Your Contact	SHELLEY THOMPSON
Your Location	44 GOUGH STREET SAN FRANCISCO, CA 94103	Phone Number Email Address	415-557-4833 shelley.thompson@sfgov.org

ORACLE CONTRACT INFORMATION

Agreement: Oracle License and Services Agreement
Agreement Name: Oracle License and Services Agreement V071807, amended.

This ordering document incorporates by reference the terms of the agreement specified above ("agreement").

A. Description and Fees for Ordered Programs and Services

Listed below is a summary of net fees due under the ordering document. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

You have ordered the program licenses and 12 months of technical support services described below:

Product Description / License Type	Quantity
User Productivity Kit - UPK Developer Perpetual	4
License	
Software Update License & Support	
User Productivity Kit - UPK Employee Perpetual	60000
License	
Software Update License & Support	
PeopleSoft Enterprise UPK Human Resources over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
License	
Software Update License & Support	
PeopleSoft Enterprise UPK Payroll for North America over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
License	
Software Update License & Support	
PeopleSoft Enterprise UPK Benefits Administration over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
License	
Software Update License & Support	
PeopleSoft Enterprise UPK ePay over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
License	
Software Update License & Support	
PeopleSoft Enterprise UPK eProfile over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
License	
Software Update License & Support	

PeopleSoft Enterprise UPK eBenefits over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
License	
Software Update License & Support	
PeopleSoft Enterprise UPK ePerformance over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
License	
Software Update License & Support	
PeopleSoft Enterprise UPK Learning Management over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
License	
Software Update License & Support	
PeopleSoft Enterprise UPK Reporting Tools for HRMS Software Modules over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
License	
Software Update License & Support	
PeopleSoft Enterprise UPK Fundamentals for HRMS Software Modules over 4K employees and/or \$1 billion in revenue - UPK Module Perpetual	1
License	
Software Update License & Support	

Product Description / License Type	Quantity
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	60000
License	
Software Update License & Support	
PeopleSoft Enterprise Directory Interface - Enterprise Employee Perpetual	60000
License	
Software Update License & Support	
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	60000
License	
Software Update License & Support	
PeopleSoft Enterprise Portal - Enterprise \$M in Operating Budget Perpetual	5700
License	
Software Update License & Support	
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	39000
License	
Software Update License & Support	
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	39000
License	
Software Update License & Support	
PeopleSoft Enterprise HRMS Portal Pack - Enterprise Employee Perpetual	39000
License	
Software Update License & Support	

PeopleSoft Enterprise Learning Management - Enterprise Employee Perpetual	39000
License	
Software Update License & Support	
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	30000
License	
Software Update License & Support	
PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual	30000
License	
Software Update License & Support	

Product Description / License Type	Quantity
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA; Third Party Program)	1
License	
Software Update License & Support	
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA; Third Party Program)	1
License	
Software Update License & Support	
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	1
License	
Software Update License & Support	
Micro Focus International Ltd. Net Express COBOL for Windows for 5 Named Users (Mfr is Microfocus; Third Party Program)	1
License	
Software Update License & Support	

	Net Fee
Oracle Programs License Fees	3,230,128
Oracle Programs Support Fees	710,628
Net Fee	3,940,756
Total Fees	3,940,756

B. General Terms

1. Commencement Date

All program licenses and the period of performance for all services are effective upon shipment of tangible media or upon the effective date of this ordering document if shipment of tangible media is not required.

2. Fees, Invoicing, and Payment Obligation

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

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

c. Provided that you comply with the delivery terms in section B.3, Oracle shall not invoice you for sales tax pursuant to California law based on the net fees in section A for the programs delivered by electronic download; however, if sales tax is imposed on the net fees for the program licenses listed in section A, you agree to pay such tax.

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

3. Delivery and Installation

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

You acknowledge that Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise.

b. Should you require a replacement copy of the software or program documentation, such replacement copy shall also be delivered electronically. You shall not be entitled to any replacement copy in the form of tangible media for the software or the program documentation, other than updates provided by Oracle under technical support service if ordered.

c. You acknowledge and agree that you have requested to receive all updates provided by Oracle under Oracle's Technical Support Services via electronic delivery and you are solely responsible for ensuring that you do not order tangible media from Oracle for the programs, which you receive via electronic delivery. In the event that you order updates for delivery via tangible media shipment (i.e., shipment of CD Pack(s)), sales taxes and interest may be due and you agree pay such tax and required interest.

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

4. Source Code

Oracle may deliver source code as part of its standard delivery for particular programs; all source code delivered by Oracle is subject to the terms of the agreement, ordering document and program documentation.

5. Segmentation

The program licenses provided in this ordering document are offered separately from any other proposal for consulting services you may receive or have received from Oracle and do not require you to purchase Oracle consulting services.

6. Territory

The program licenses and services described in section A are for use in the U.S.

7. Technical Support Cap

Replace the first sentence of the third paragraph of Section H, Technical Support, of the agreement with "Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first through fourth renewal years the fee for SULS will not increase over the prior year's fees. If you renew SULS for the same number of licenses for the same programs for the fifth through eighth renewal years, the fee for SULS will not increase by more 2% over the prior year's fees."

C. Future Purchases

1. Additional Licenses

a. For a period of six months from the effective date of this ordering document, you may order the programs (and first year of Software License Update and Support for the programs) at the appropriate license and support fees specified on the attached Price Hold Exhibit, provided (i) such programs are available in production release when ordered; and (ii) you have continuously maintained Software Update License and Support for the program licenses listed in section A.

b. The pricing for the programs with the license type of Employee Count is dependent upon the total number of your employees as of the date you order the programs listed in this Price Hold Exhibit. In the event that your actual Employee Count exceeds 30,000, then the net fees and licensed quantity will be updated accordingly to reflect the higher number value through the same methodology as was used determine the increments in Section D.1 and the corresponding section of the Expansion Exhibit.

2. Delivery Obligation

Each order placed pursuant to this section will specify Oracle's delivery obligation. If the order specifies delivery, the programs will be delivered via electronic download. If electronic download is not possible or otherwise agreed to the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, you are charged for media and the shipping terms are FCA: Shipping Point, Pre-paid and Add.

D. Expansion

1. a. If you exceed your licensed quantity you must order the programs (and first year Software License Update & Support for the programs) at the appropriate license and support fees specified on the attached Expansion Exhibit. The number of additional program licenses to be ordered is equal to the actual number of Enterprise Employees or the actual dollar amount of \$M in Operating Budget as of the order date total less the total number of licensed quantity (under this ordering document or other ordering documents) rounded up to the next increment on the attached Expansion Exhibit.

b. Oracle has no delivery obligation for program licenses ordered pursuant to this section.

c. The license definitions and program specific terms contained in section E of this ordering document will apply to program licenses ordered pursuant to this section.

E. Program Specific Terms for the PeopleSoft and JDE Product Lines

1. Applicable to programs with the license type of Enterprise Employee

The number of Enterprise Employees determines the value of these program licenses. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Employees as of the effective date of your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date (defined as the day and month of the ordering document effective date), you are required to report to Oracle the number of Enterprise Employees as of such date.

2. Enterprise Employee

Enterprise Employee is defined as all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, all of the company's full-time, part-time, temporary employees and agents, contractors and consultants that are providing the outsourcing services for you must be counted for the purposes of determining the number of Enterprise Employees.

3. Applicable to programs with the license type of Enterprise \$M Operating Budget

The value of these program licenses is determined by the amount of Enterprise \$M Operating Budget. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the amount of Enterprise \$M Operating Budget as of the effective date of your order. If at any time the amount of Enterprise \$M Operating Budget exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Operating Budget is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Operating Budget. In addition, each year 90 days before the anniversary date (defined as the day and month of the ordering document effective date), you are required to report to Oracle the number of Enterprise \$M Operating Budget as of such date.

4. Enterprise \$M Operating Budget

\$M Operating Budget is defined as one million US Dollars of your gross budget reflected in an audited statement from your external accounting firm.

5. License Grant

- for UPK Products

Oracle grants to you a non-exclusive, nontransferable license for your UPK Developer(s) to: (i) use those PeopleSoft User Productivity Kit ("UPK") products listed above in section A (collectively referred to as "materials") only as necessary to create and provide training solely for UPK to use the underlying programs for your benefit; (ii) make an unlimited number of copies of the materials only as necessary to create and provide training solely to UPK to use the underlying programs for your benefit; and (iii) develop modifications and customizations to the UPK content materials, if applicable, all subject to the terms and conditions set forth in the agreement, provided all copyright notices are reproduced as provided on the original. Except as explicitly set forth above, the materials designated as program materials in the table above in Section A shall be considered programs as such term is defined in the agreement. You are prohibited from reselling or distributing the materials to any other party or using the materials other than as explicitly permitted in this ordering document or in the agreement. Oracle represents that the materials and any content created by you using the program materials contain valuable proprietary information. Oracle (or its third-party program providers) retains title to all portions of the materials and any copies thereof. You shall use materials modifications created by you solely for your internal use in accordance with the terms of the agreement. You may provide access to and use of the materials only to those third parties that are licensed as UPK Users and that: (a) provide services to you concerning your use of the materials; (b) have a need to use and access the materials; and (c) have agreed to substantially similar non-disclosure obligations imposed by you as those contained in the agreement. **NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, CONTENT MATERIALS ARE PROVIDED "AS IS" AND ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.**

6. UPK Module

UPK Module is defined as the functional software component described in the product documentation.

7. Included Programs - PeopleTools

You may use PeopleTools – Restricted Development and PeopleTools Mobile Agent – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise programs you have licensed. Oracle will deliver these programs to you per the terms of the Delivery and Installation section.

8. Included Programs - Crystal Reports for PeopleSoft Enterprise

This program is a third party program and it is also a supportable program. "Unlimited users" for purposes of this program means all users who are authorized by you to use such program. You may use this third party program solely in conjunction with PeopleSoft Enterprise programs licensed by you.

9. Included Programs - Crystal Enterprise/BusinessObjects Enterprise for PeopleSoft Enterprise

You acknowledge that this program requires a web application server. This third party program is a supportable program. A "concurrent access license" is a license for one person to access all features and functions of this program. A concurrent access license user is accessing the program from the time the concurrent access license user logs onto the program until the concurrent access license user exits or closes the program. You may use this third party program solely in conjunction with PeopleSoft Enterprise programs licensed by you.

10. Included Programs - WebSphere

Notwithstanding anything in the agreement to the contrary, Oracle shall not be obligated to indemnify you for any claims based on: (i) any third party products identified in the "README" AND "LICENSE.TXT" files included with WebSphere; (ii) open source code delivered with the WebSphere product; (iii) any trade secret embodied within WebSphere; and (iv) the combination, operation or use of WebSphere with any non-International Business Machine Corporation product, data, or apparatus. In addition to the terms set forth in the agreement and this ordering document, use of this program shall be subject to the terms and conditions set forth in the "README" and "LICENSE.TXT" files included with the WebSphere program, as those terms may change from time to time. This third party program is a supportable program.

11. Net Express COBOL for Windows

Notwithstanding anything in the agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only 1 instance of the Net Express for Windows/NT (Windows 2000) compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and you may use any number of Application Servers in connection with PeopleSoft programs. You may only use this program with PeopleSoft and JD Edwards programs that you have licensed. "Named user" shall mean only 1 uniquely identified person having access to the program. More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) source code is not included; (b) this third party program is a supportable program; and (c) technical support fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.

12. Additional License Rights

Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at <http://oracle.com/contracts> for additional information.


By signing below, the parties agree that the agreement and this ordering document constitute the entire agreement between the parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions, on your purchase order or elsewhere, shall apply.

This quote is valid through November 30, 2007 and shall become binding upon execution by you and acceptance by Oracle.


CITY AND COUNTY OF SAN FRANCISCO

ORACLE USA, INC.

Signature



Signature



Name

Micki Callahan

Name

DOUGLAS W. DORAN

Title

Human Resources Director

Title

DIRECTOR, LICENSE CONTRACTS

Signature Date

11/30/07

Signature Date

11/21/2007

Effective Date

(to be completed by Oracle)

PRICE HOLD EXHIBIT

Program	License Metric	Quantity	License Fee	Software Update License & Support Fee
PeopleSoft Enterprise UPK Time & Labor over 4K employees and/or \$1 billion in revenue	UPK Module Perpetual	1	9,000.00	1,980.00
PeopleSoft Enterprise Time and Labor	Enterprise Employee	30000	249,671.75	54,927.78

EXPANSION EXHIBIT

Listed below is the license fee and first year Software License Update & Support (SULS) fee for additional program licenses for the program listed in section A with the license type Employee Count and Operating Budget that may be purchased pursuant to section D.1

Product Description		License Fee per Increment	First Year SULS per Increment	Increment*
PeopleSoft Enterprise Payroll	Employee Count	\$61,021.20	\$13,424.66	3000
PeopleSoft Enterprise Absence Management				

Product Description		License Fee per Increment	First Year SULS per Increment	Increment*
PeopleSoft Enterprise Recruiting Solutions	Employee Count	\$84,285.53	\$18,542.82	3900
PeopleSoft Enterprise ePerformance				
PeopleSoft Enterprise HRMS Portal Pack				
PeopleSoft Enterprise Learning Management				

Product Description		License Fee per Increment	First Year SULS per Increment	Increment*
PeopleSoft Enterprise Human Resources	Employee Count	\$101,702.00	\$22,374.44	6000
PeopleSoft Enterprise Directory Interface				
PeopleSoft Enterprise eCompensation				

Product Description		License Fee per Increment	First Year SULS per Increment	Increment*
PeopleSoft Enterprise Portal	Operating Budget	\$16,304.10	\$3,586.90	\$570M

*Each increment shall include all of the products listed in the product description column for the applicable metric ordered.

Certificate of Electronic Delivery

This Certificate of Electronic Delivery is executed as of the effective date set forth below by THE CITY AND COUNTY OF SAN FRANCISCO ("you") and relates to the electronic delivery of certain software programs provided by Oracle USA, Inc. ("Oracle"). This Certificate of Electronic Delivery shall be governed by the terms of the Oracle License and Service Agreement v101907, as amended, between you and Oracle dated November ____, 2007 (the "agreement").

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

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

The Effective Date of this Certificate of Electronic Delivery is November ____, 2007.

THE CITY AND COUNTY OF SAN FRANCISCO

By: _____

Name: _____

Title: _____