

# ORACLE ORDERING DOCUMENT

<b>Your Name</b>	LEXINGTON FAYETTE URBAN CO GOV	<b>Your Contact</b>	Rama Dhuwaraha
<b>Your Location</b>	Central Purchasing 200 E Main Street LEXINGTON KY 40507	<b>Phone Number</b> <b>Email Address</b>	8592583113 rama@lexingtonky.gov

## ORACLE CONTRACT INFORMATION

**Agreement:** Software License and Services Agreement

**Agreement Name:** OLSA\_v033105m-377823-21-OCT-2005

This ordering document incorporates by reference the terms of the agreement specified above. Oracle America, Inc. has assumed all rights and obligations of Oracle Corporation under the agreement. All references to "Oracle" in the agreement specified above and this ordering document shall mean Oracle America, Inc. (hereinafter "Oracle"). The following defined and capitalized terms in the referenced agreement between you and Oracle shall have the same meaning as the stated terms in this ordering document: "Agreement" and "agreement"; "Customer"/"Client" and "you"/"your"; "Program" and "program"; "Technical Support" and "technical support"; "Program Documentation"/"Documentation" and "program documentation"; and "Ordering Document"/"Order Form" and "ordering document".

### A. Description and Fees for Ordered Programs and Services

You have ordered the program licenses and support services from Nov 20<sup>th</sup> 2010 to Oct 19<sup>th</sup> 2011, described below:

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.

Product Description / License Type	Quantity	Unit Price
PeopleSoft Enterprise General Ledger - Reported Budget Perpetual License Software Update License & Support	122,595,000	
PeopleSoft Enterprise Receivables - Reported Budget Perpetual License Software Update License & Support	122,595,000	
PeopleSoft Enterprise Payables - Reported Budget Perpetual License Software Update License & Support	122,595,000	
PeopleSoft Enterprise Asset Management - Reported Budget Perpetual License Software Update License & Support	122,595,000	
PeopleSoft Enterprise Cash Management - Reported Budget Perpetual License Software Update License & Support	122,595,000	

PeopleSoft Enterprise			
Product Description / License Type	Quantity		Net Fee
PeopleSoft Enterprise Deal Management - Reported Budget Perpetual License Software Update License & Support	122,595,000		
PeopleSoft Enterprise Risk Management - Reported Budget Perpetual License Software Update License & Support	122,595,000		
PeopleSoft Enterprise eSettlements - Reported Budget Perpetual License Software Update License & Support	122,595,000		
PeopleSoft Enterprise Financials Portal Pack - Reported Budget Perpetual License Software Update License & Support	122,595,000		
PeopleSoft Enterprise Project Costing - Reported Budget Perpetual License Software Update License & Support	122,595,000		
PeopleSoft Enterprise Contracts - Reported Budget Perpetual License Software Update License & Support	122,595,000		
PeopleSoft Enterprise Grants - Reported Budget Perpetual License Software Update License & Support	122,595,000		
PeopleSoft Enterprise Program Management - Reported Budget Perpetual License Software Update License & Support	122,595,000		
PeopleSoft Enterprise Asset Lifecycle Management Portal Pack - Reported Budget Perpetual License Software Update License & Support	122,595,000		
PeopleSoft Enterprise Maintenance Management - Reported Budget Perpetual License Software Update License & Support	122,595,000		
PeopleSoft Enterprise Planning And Budgeting - Reported Budget Perpetual License Software Update License & Support	122,595,000		
PeopleSoft Enterprise Billing - Reported Budget Perpetual License Software Update License & Support	122,595,000		
PeopleSoft Enterprise Purchasing - Reported Budget Perpetual License Software Update License & Support	122,595,000		
PeopleSoft Enterprise Inventory - Reported Budget Perpetual License Software Update License & Support	122,595,000		

Product Description / License Type	Quantity	Net Fee
PeopleSoft Enterprise eSupplier Connection - Reported Budget Perpetual License Software Update License & Support	122,595,000	
PeopleSoft Enterprise eBill Payment - Reported Budget Perpetual License Software Update License & Support	122,595,000	
PeopleSoft Enterprise eProcurement - Reported Budget Perpetual License Software Update License & Support	122,595,000	
PeopleSoft Enterprise Strategic Sourcing - Reported Budget Perpetual License Software Update License & Support	122,595,000	
PeopleSoft Enterprise Supply Chain Portal Pack - Reported Budget Perpetual License Software Update License & Support	122,595,000	
PeopleSoft Enterprise Community Portal - Reported Budget Perpetual License Software Update License & Support	122,595,000	

	Oracle Programs License Fees		203,418.00
	Oracle Programs Support Fees		40,951.11
	<b>Total Fees</b>		<b>244,369.11</b>

## **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 due and payable net 30 days from the date of invoice, and shall be non-cancellable and the sums paid nonrefundable, except as provided in the agreement.

b. 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.

c. In addition to the fees listed in section A, Oracle will invoice you for any applicable shipping charges or applicable taxes.

d. In accordance with the agreement: (i) license fees are invoiced as of the commencement date; and (ii) service fees are invoiced after the performance of the service; specifically, technical support fees are invoiced quarterly in arrears from the commencement date.

### **3. Delivery and Installation**

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

b. Oracle has no delivery obligation under this ordering document. You acknowledge that Oracle has delivered to your location, 1 copy of the software media and 1 set of program documentation (in the form generally available) for each program listed in section A.

### **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. Order of Precedence**

In the event of any inconsistencies between the agreement and this ordering document, this ordering document shall take precedence.

### **7. Territory**

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

## **C. Future Purchases**

### **1. Additional Copies of Programs**

Provided that you have continuously maintained technical support for the programs listed in section A, you may order media packs at the standard media fee in effect at the time your order is placed provided the programs listed in section A for use on the computer/operating system combination requested by you are available in a production release.

**D. Technical Support**

**1. Technical Support Policies**

For purposes of the ordering document, technical support consists of technical support services from Nov 20<sup>th</sup> 2010 to Oct 19<sup>th</sup>, 2011, you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

**2. Effective Date**

Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

**3. Renewal**

- a- 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 and second renewal years the fee for SULS, will not increase by more than 4% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.
- b. For the purposes of this ordering document, for the initial first renewal year, the amount of prior year's fees is based on 12 months of technical support and is equal to \$44,751.96.

**4. Support Level**

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

**E. Other**

**1. Pricing Pursuant to Expansion**

The program licenses in section A with the license type(s) Reported Budget Perpetual are ordered and subject to the applicable fees and terms of the ordering document between you and Oracle dated 21-OCT-2005. As of the effective date of this ordering document, your actual Reported Budget Perpetual is greater than or equal to 408,650,000. The Summary lists the program licenses acquired prior to the effective date, program licenses acquired under this ordering document and the total number of program licenses acquired to date.

**Summary**

Program	License Type	Acquired Licenses Prior to Effective Date	Number of Program Licenses Acquired under Section A	Total Number of Program Licenses Acquired as of the Effective Date (Under This Ordering Document)
Those programs specified in Section A of this ordering document, of the License Type(s) specified in the License Type column	Reported Budget Perpetual	408,650,000	122,595,000	531,245,000

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 the customer's purchase order or elsewhere, shall apply. The offer is valid through 29-NOV-2010 and shall become binding upon execution by you and acceptance by Oracle.

LEXINGTON FAYETTE URBAN CO GOV

Oracle America, Inc.

Signature Jim Newberry

Signature Angela Johnson

Name Jim Newberry

Name Angela Johnson

Title Mayor

Title Contract manager

Signature Date 11/29/10

Signature Date 11-23-10

Effective Date ( to be completed by Oracle ) 29 NOV 2010