

0-294-2005



**ORDERING DOCUMENT
(ENTERPRISE PRICING)**

Your Name:
Lexington-Fayette Urban
County Government

Contact: Brian Marcum

Technical Contact: Same

Your Location:
Government Center
200 East Main Street
Lexington, KY 40507

Phone: 859-258-3320
Fax: 859-258-3322
Email Address: brianm@lfucg.com

Phone: Same
Fax: Same
Email Address: Same

CONTRACT INFORMATION

Agreement: Oracle License and Services Agreement V(M)033105

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

A. PROGRAMS AND SERVICES FEES

Total License fees from Exhibit A - PeopleSoft Enterprise Programs:		\$ Included
TOTAL LICENSE FEES:		\$1,000,440.00
TECHNICAL SUPPORT		
Services		
Standard Support Services for the Initial Support Services Term	Units	Fee
	N/A	\$220,097.00
SUBTOTAL: TECHNICAL SUPPORT FEES:		\$220,097.00
OTHER		
CD Packs		
	Quantity	Fee
PeopleSoft Enterprise - Human Resources Management System and Campus Solutions CD Pack	1	\$0.00
PeopleSoft Enterprise - Enterprise Learning Solution CD Pack	1	\$0.00
PeopleSoft Enterprise Performance Management CD Pack	1	\$0.00
PeopleSoft Enterprise - Financial & Supply Chain Management CD Pack	1	\$0.00
PeopleSoft Enterprise - Portal Solutions CD Pack	1	\$0.00
Third Party - MicroFocus/Merant for PeopleSoft Enterprise CD Pack	1	\$0.00
SUBTOTAL: OTHER FEES:		\$0.00
TOTAL FEES:		\$1,220,537.00

1. **Specific Licensed Use:** Your use of the programs is limited to each of the following restrictions.

Territory	United States	
Version	Global Version¹ (indicate the country specific global version for each country for which the programs will be used)	American English and Associated Functionality
Base Metrics	Base Employee Count	3,740
	Base Budget	\$408.65 Million
Technical Information for	Database Version	DB2
	Operating System	TBD

¹ Notwithstanding anything in the agreement to the contrary, you are licensed to use and access only those licensed languages and licensed country specific features/functionality of the global version of the programs licensed pursuant to this ordering document that are available as of the effective date. Any additional licensed languages or licensed country specific features/functionality that may become available after the effective date as part of the global version of the programs licensed pursuant to this ordering document may be used and accessed by you only as may be provided pursuant to Support Services, provided you are a current, compliant subscriber to Support Services.

PeopleSoft Enterprise Programs	Hardware Model	TBD
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B. GENERAL TERMS

1. Technical Support. Technical support consists of annual technical support services you may have ordered for the supportable programs. The term "supportable programs" refers to those programs for which Oracle offers annual technical support services, including third party programs specifically designated on the order as supportable programs. Fees for technical support are due and payable quarterly in arrears. Technical support is effective upon shipment or upon the effective date of this ordering document if shipment is not required.

Technical Support acquired under this Ordering Document shall be for a period of 12 months.

Technical support acquired with your order may be renewed annually and, if you renew technical support for the same number of licenses for the same programs, for the first, second, third and fourth renewal years, the fee for technical support will not increase by more than 0% over the prior year's fees. If you renew technical support for the same number of licenses for the same programs, for the fifth, sixth, seventh, eighth and ninth renewal years, the fee for technical support will not increase by more than 4% over the prior year's fees.

2. Miscellaneous. The exhibit(s) attached to this ordering document specify the programs that Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com>. Through the Internet URL, you can access and electronically download the software programs and program documentation for the programs licensed under this ordering document which are currently available in production release as of the effective date below. Please be advised that not all programs are available on all platforms. For current program availability please check the electronic delivery web site. You acknowledge that Oracle's delivery obligation under this ordering document is met by the provision of the electronic delivery web site URL. The attached exhibit(s) also specify the programs that are currently being shipped to you. On your behalf Oracle shall deliver to the address specified by you on your purchasing document or when the purchasing document does not indicate a ship to address, Oracle shall deliver to your location, the programs on the attached exhibit(s) that include 1 copy of the software media and 1 set of program documentation (in the form generally available). Unless otherwise ordered by you, you shall be responsible for installation of the software. You acknowledge that the fees owed for the licensed programs are due irrespective of whether the Software is delivered. You agree to pay applicable media and shipping charges. Provided you continuously maintain Support Services, you may continue to download the software media for the licensed programs under this ordering document at the electronic delivery web site. The following shipping terms shall apply: FCA Shipping Point, Prepaid and Add. These terms shall also apply to any options exercised by you.

You acknowledge that you accept sole responsibility for (i) your system configuration, design and requirements, (ii) the selection of the programs to achieve your intended results, and (iii) modifications, changes or alterations to the programs. You further acknowledge that you have had an opportunity to review the program documentation, understand the functionality of the programs and its ability to work with your systems and to support your business, and that you have made your own evaluation in deciding to license the programs.

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. You agree that you have not relied on the future availability of any programs or releases in entering into the payment obligations in this ordering document.

You acknowledge that Oracle is under no further delivery obligation under this ordering document, electronic or otherwise. You shall be responsible for installation of the software. All fees due under this ordering document shall be non cancelable and the sums paid non-refundable, except as provided in the agreement.

C. OTHER

1. Incremental License Fees for the EC Programs. You may use the EC programs licensed pursuant to this ordering document in accordance with the terms of this ordering document and the agreement, to process your data at no additional license fee until September 22, 2010, provided that the employee count does not exceed

3,740. Thereafter, each year 90 days prior to the "anniversary date" (defined as the month and day of the effective date), you shall report to Oracle the employee count as of such date and, in the event the employee count as of such date exceeds 3,740 ("base employee count"), you shall pay, on or before the applicable anniversary date, additional non-refundable, non-cancelable license fees. Upon receipt of such license fees in the amount of \$29,738.00, your base employee count shall be modified to increase by 374. You shall pay as many increments of \$29,738.00 as necessary so that the base employee count exceeds the employee count as of that particular anniversary date. "Employee count" shall mean the full or part time employees (excluding your seasonal-summer part time employees) of yours and all related entities for whom you and such related entities withhold payroll taxes, and contractors who are or would be deemed "employees" under applicable laws. Your employee count shall be determined by the Consolidated Accounting Financial Report ("CAFR") provided CAFR counts your employees in accordance with the employee count as defined above. "EC programs" shall mean those programs licensed pursuant to this ordering document which are priced based upon the employee count, as indicated in the programs/services table in the exhibit(s) to this ordering document.

Notwithstanding the foregoing paragraph, if you merge with another government entity which causes your employee count to exceed 3,740, then you shall pay additional non-refundable, non-cancelable license fees within 30 days of the completion of such merger in as many increments of \$29,738.00 as necessary so that the base employee count exceeds the employee count.

2. Incremental License Fees for the RB Programs. You may use the RB programs licensed pursuant to this ordering document in accordance with the terms of this ordering document and the agreement, to process your data at no additional license fee until September 22, 2010, provided that the reported budget does not exceed \$408.65 Million. Thereafter, each year 90 days prior to the anniversary date (defined as the month and day of the effective date), you shall report to Oracle the reported budget as of such date, and, in the event the reported budget as of such date exceeds \$408.65 Million ("base budget"), you shall pay, on or before the applicable anniversary date, additional non-refundable, non-cancelable license fees. Upon receipt of such license fees in the amount of \$67,806.00 your base budget shall be modified to increase by \$40.865 Million. You shall pay as many increments of \$67,806.00 as necessary so that the base budget exceeds the reported budget as of that particular anniversary date. "Reported Budget" shall mean the gross budget reflected in an audited statement from the CAFR. "RB programs" shall mean those programs licensed pursuant to this ordering document which are priced based upon reported budget, as indicated in the programs/services table in the exhibit(s) to this ordering document.

Notwithstanding the foregoing paragraph, if you merge with another government entity which causes your budget to exceed \$408.65 Million, then you shall pay additional non-refundable, non-cancelable license fees within 30 days of the completion of such merger in as many increments of \$67,806.00 as necessary so that the base budget exceeds the budget.

3. Customer Reference. In consideration of the discounts granted to you under this ordering document, Oracle may refer to you as a customer in sales presentations, marketing vehicles and activities. In addition you agree to become part of Oracle's reference program by working with a representative from Oracle Marketing to develop a customer profile for use on Oracle.com and for other promotional activities at Oracle's discretion. The profile will include a quote from an executive of your company and your company's logo.

4. Definitions.
Accessory Products: are defined as third party programs delivered with the programs as a convenience to you, but not licensed under this agreement. They are licensed to you pursuant to individual end user license agreements that are contained in the programs. Accessory Products are not supportable programs.

5. Warranties, Disclaimers and Exclusive Remedies

The provisions of this paragraph and the following two paragraphs do not apply to third party programs. Oracle warrants that the programs licensed to you under this ordering document will operate in all material respects as described in the applicable program documentation for one year after delivery. You must notify Oracle of any program warranty deficiency within two years after delivery. Oracle also warrants that services ordered will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the services described in the ordering document.

ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES.

With respect to third party programs (as defined in section 5 above), Oracle will pass through to you, to the fullest extent possible, the warranties from Oracle's licensors as they relate to third party programs.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This quote is valid through October 31, 2005 and shall become binding upon execution by you and acceptance by Oracle

YETTE URBAN COUNTY GOVERNMENT		ORACLE USA, INC.	
Signature: <u><i>Teresa Ann Isaac</i></u>	Signature: <u><i>P. W. Doran</i></u>		
Name: <u>Teresa Ann Isaac</u>	Name: <u>P. W. Doran</u>		
<u>Mayor</u>	Title: <u>DIRECTOR, USBS CONTACTS</u>		
Signature: <u>10/24/2005</u>	Signature Date: <u>10/21/2005</u>		
Effective Date: <u>10/20/2005</u>	(to be completed by Oracle)		

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

ATTEST: *Liz Damrell*
LIZ DAMRELL COUNCIL CLERK

BY: TERESA ANN ISAAC, MAYOR
Teresa Ann Isaac