



ORDERING DOCUMENT

Oracle America, Inc.
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Redwood Shores, CA
94065

Your Name Lexington Fayette Urban County
Government
Your Location 200 East Main St
Frankfort
KY 40601

Your Contact Mike Nugent
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Programs and Program-Related Service Offerings	
Peoplesoft Enterprise	
Product Description / License Type	Quantity
*PeopleSoft Enterprise General Ledger - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Receivables - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Payables - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Asset Management - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Cash Management - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Deal Management - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Risk Management - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise eSettlements - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Financials Portal Pack - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Project Costing - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Contracts - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Grants - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Program Management - Reported Budget Perpetual Software Update License & Support	40,865,000

*PeopleSoft Enterprise Asset Lifecycle Management Portal Pack - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Maintenance Management - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Planning And Budgeting - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Billing - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Purchasing - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Inventory - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise eSupplier Connection - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise eBill Payment - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise eProcurement - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Strategic Sourcing - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Supply Chain Portal Pack - Reported Budget Perpetual Software Update License & Support	40,865,000
*PeopleSoft Enterprise Interaction Hub - Reported Budget Perpetual Software Update License & Support	40,865,000

Fee Description	Net Fee
Program Fees	67,806.03
Program-Related Service Offerings Fees	0.00
Total Fees	67,806.03

A. Agreement and Modifications to the Agreement

1. Agreement

This order incorporates by reference the terms of the Oracle License and Services Agreement OLSAV (M) 033105 and all amendments and addenda thereto (the "Master Agreement"). The following defined terms in the Master Agreement shall have the same meaning as the stated terms in this order: "agreement" and "Master Agreement"; "programs" and "Programs"; "program documentation" and "Program Documentation"; "services" and "Program-related Service Offerings"/"Hardware-related Service Offerings"; "Software Updates" or "Product Support" and "Software Update License & Support"; "you/your" and "You/Your".

B. General Terms

1. Summary of Fees

- Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.
- You have ordered Hardware and/or Programs and 12 months of technical support services.

2. Commencement Date

a. For all program licenses, the commencement date is the date of shipment of tangible media or upon the effective date of this order if shipment of tangible media is not required. The period of performance for all services for the programs is effective upon shipment of tangible media or upon the effective date of this order if shipment of tangible media is not required.

3. Territory

a. The Program licenses included on this order are for use in the U.S.

4. Pricing Invoicing and Payment Obligation

a. Program fees are invoiced as of the Commencement Date for the Programs.

b. In addition to the prices listed on the order, Oracle will invoice You for any applicable freight charges or applicable taxes, and You will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.

c. You understand that You may receive multiple invoices for the Products and Service Offerings You ordered.

d. Service fees are invoiced in advance of the service performance; specifically, technical support fees are invoiced annually in advance.

e. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

You may change a Hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.

f. In entering into payment obligations under this order, You agree and acknowledge that You have not relied on the future availability of any Hardware, Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, 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 under this order and the Master Agreement.

5. Offer Validity

This order is valid through 17-AUG-2015, and shall become binding upon execution by You and acceptance by Oracle.

6. Limited Use Program

The following Program is a limited use Programs: PeopleSoft Enterprise Asset Management - Enterprise \$M in Operating Budget. The functionality of PeopleSoft Enterprise Asset Management is limited to the use of Peoplesoft IT Asset Management.

7. Segmentation

The purchase of (a) Hardware and/or related Hardware support, (b) Programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) Hardware and/or related Hardware support, (ii) Programs and/or related technical support, or (iii) other services You may receive or have received from Oracle. You understand that You may purchase (x) Hardware and/or related Hardware support, (y) Programs and/or related technical support, or (z) other services independently of any other product or service. Your obligation to pay for (i) Hardware and/or related Hardware support is not contingent on performance of any other service or delivery of Programs, (ii) Programs and/or related technical support is not contingent on delivery of Hardware or performance of any other service, or (iii) other services is not contingent on delivery of Hardware, delivery of Programs or performance of any additional/other service.

8. Source Code

Oracle may deliver source code as part of its standard delivery for particular Programs, Operating System or Integrated Software; all source code delivered by Oracle is subject to the terms of the Agreement, the applicable order and the applicable Program Documentation.

9. Customer Reference

Oracle may refer to You as an Oracle customer of the ordered Products and Service Offerings in sales presentations, marketing vehicles and activities.

10. Order of Precedence

In the event of inconsistencies between the terms contained in this order and the Master Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

C. Terms Specific to Program(s) and Program-Related Service Offerings

1. Delivery and Installation

a. 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> the Programs listed in the Programs and Program-Related Service Offerings section of this order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date below of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise.

b. If ordered, Oracle will deliver the tangible media to the delivery address specified on this order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

D. Future Purchases

1. Pricing Pursuant to Expansion

The Program licenses listed in the Program and Program-Related Service Offerings section with the license types Reported Budget are ordered and subject to the applicable fees and terms of the order between You and Oracle dated 20-OCT-2005. As of the effective date of this order, Your actual Reported Budget is greater than or equal to 531,245,000. The Summary Exhibit lists the Program licenses acquired prior to the effective date, the Program licenses acquired under this order 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 the table(s) located above section A of this ordering document, of the License Type(s) specified in the License Type column	Reported Budget	531,245,000	40,865,000	572,110,000

E. Other

1. Unsupported Programs

You are not entitled to download or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for the unsupported programs marked with an asterisk (*) in the programs table above. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

Lexington Fayette Urban County Government	Oracle America, Inc.
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Signature Date _____	Signature Date _____
Effective Date	(to be completed by Oracle) _____