



ORDERING DOCUMENT

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

Your Name Lexington Fayette Urban Co Gov
Your Location 200 E Main Street
 Lexington
 KY 40507

Your Contact
Phone Number
Email Address

Mike Nugent
 859-258-3331
 mnugent@lfugc.com

Programs and Program-Related Service Offerings	
Enterprise Programs	
Product Description / License Type	Quantity
PeopleSoft Enterprise Financials - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	750
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual Software Update License & Support	3100
PeopleSoft Enterprise Contracts - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	750
PeopleSoft Enterprise Grants - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	750
PeopleSoft Enterprise Program Management - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	750
PeopleSoft Enterprise Project Costing - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	750
PeopleSoft Enterprise Purchasing - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	750
PeopleSoft Enterprise eProcurement - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	750
PeopleSoft Enterprise Interaction Hub - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	750
PeopleSoft Enterprise Treasury - Enterprise \$M in Operating Budget Perpetual Software Update License & Support	750
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual Software Update License & Support	3100
PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual Software Update License & Support	3100
PeopleSoft Enterprise Directory Interface - Enterprise Employee Perpetual Software Update License & Support	3100

Programs and Program-Related Service Offerings	
Enterprise Programs	
Product Description / License Type	Quantity
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual Software Update License & Support	3100
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual Software Update License & Support	3100
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual Software Update License & Support	3100
PeopleSoft Enterprise Pension Administration - Enterprise Employee Perpetual Software Update License & Support	3100
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual Software Update License & Support	3100

Fee Description	Net Fee
Program Fees	505,218.59
Program-Related Service Offerings Fees	111,148.10
Total Fees	616,366.69

A. Agreement and Modifications to the Agreement

1. Agreement

This order incorporates by reference the terms of the Oracle License and Services Agreement OLSA_v033105m-377823-21-OCT-2005 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

All program licenses and the period of performance for all services are effective upon the effective date of this ordering document. If shipment of tangible media is required, the program licenses and the period of performance for all services are effective upon shipment of tangible media.

3. Territory

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

4. Pricing Invoicing and Payment Obligation

- Program fees are invoiced as of the Commencement Date for the Programs.
- 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. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

e. 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.

f. Service fees are invoiced in arrears of the service performance; specifically, technical support fees are invoiced quarterly in arrears.

5. 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.

6. Offer Validity

This order is valid through 31-MAY-2016, and shall become binding upon execution by You and acceptance by Oracle.

7. 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.

8. Oracle's License Definitions and Rules

A copy of Oracle's Definitions and Licensing Rules is attached hereto and incorporated by reference. To fully understand Your license grant, You need to review the definition for the licensing metric and term designation as well as the licensing rules, which are listed below.

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 Support Services section of this order. Through the Internet URL, you can access and electronically download to your location the current 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 programs listed, you may continue to download the software and related 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 web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to programs under this order, electronic download or otherwise.

b. You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.

c. 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. Price Hold

a. Each order placed pursuant to this section must be at least \$25,000.00 in net license fees. Your purchase on any such order of Programs and/or license types that are not listed on the attached Price Hold Exhibit A will count towards this minimum purchase amount. Any relevant purchase minimums for the Programs in effect as of the effective date of this order will apply to the Program licenses ordered under this section.

b. From the effective date of this order until February 28th, 2017, You may order the Programs (and first year of Software License Update Support for the Programs) at the appropriate license and support fees specified on the attached Price Hold Exhibit A, provided (i) such Programs are available in production release when ordered; and (ii) You have continuously maintained Software Update License & Support for the Program licenses listed in the Program and Program-Related Service Offerings section above.

c. 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 by the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, You will be invoiced for the applicable media and the shipping charges; shipping terms will be FCA: Shipping Point, Pre-paid and Add.

d. The license definition and rules attached to and incorporated into this order will apply to Program licenses ordered under this section.

e. The pricing for the Programs listed on the attached Price Hold Exhibit A is valid provided that on the date You order the Programs on the attached Price Hold Exhibit A, the actual dollar amount of Enterprise \$M in Operating Budget Perpetual is no greater than 750. Should the Enterprise \$M in Operating Budget Perpetual increase over 750 then the number of additional Program licenses to be ordered is equal to the actual dollar amount of Enterprise \$M in Operating Budget Perpetual as of the order date less the total number of the licensed quantity (under this order or other orders) rounded up to the next increment as outlined on the attached Price Hold Expansion Exhibit B.

2. Expansion

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 Table Exhibit C. The number of additional Program licenses to be ordered shall be equal to the actual number of Enterprise Employee or the actual dollar amount of Enterprise \$M in Operating Budget as of the order date less the total number of licensed quantity (under this order or other orders) rounded up to the next increment on the attached Expansion Table Exhibit C.

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

c. The license definitions and program specific terms contained in the Order Specific License Definitions and Rules section within the attached Definitions and Licensing Rules will apply to program licenses ordered pursuant to this section.

E. Other

1. Referencing a Master Agreement with an Expired Term

The parties agree that the expired time period during which orders may be placed, as set forth in the Master Agreement, shall not negate the applicability of the Master Agreement with respect to this order.

2. Promotional Discount

In consideration for this order, You have received a special one time only promotional discount on the Programs ordered on this order.

3. Technical Support Services Renewal

For the purposes of this ordering document only, "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 0% over the prior year's fees, and if you renew SULS for the same number of licenses for the same programs, for the third and fourth renewal

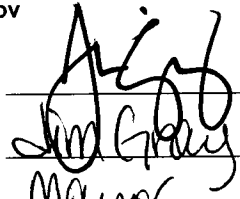
years the fee for SULLS will not increase by more than 3% over the prior year's fees.

Your signature, printed name, title and signature date in this section OR in the signature block below are the only handwritten changes to this ordering document that will be accepted. Other changes to this ordering document, handwritten or otherwise, will render this ordering document null and void, unless such changes have been specifically agreed to by both parties in writing.

Lexington Fayette Urban Co Gov

Oracle America, Inc.

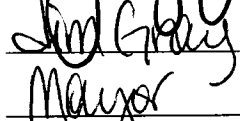
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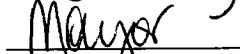
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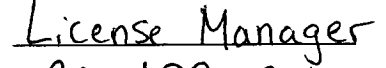
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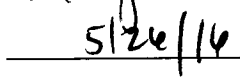
Title



Title



Signature Date



Signature Date



Effective Date

(to be completed by Oracle) _____

PRICE HOLD EXHIBIT A

Program	Quantity	License Fee	Software Update License & Support Fee
PeopleSoft Enterprise Expenses - Enterprise \$M in Operating Budget Perpetual	750	91,485.00	20,126.70

PRICE HOLD EXPANSION EXHIBIT B

Program	Quantity	License Fee	Software Update License & Support Fee
PeopleSoft Enterprise Expenses - Enterprise \$M in Operating Budget Perpetual	75	9,148.50	2,012.67

Expansion Table Exhibit C

Listed below is the license fee and first year Software Update License & Support fee for additional program licenses for the Oracle program listed under this ordering document with the license type "Enterprise Employee and Enterprise \$M in Operating Budget" that may be purchased pursuant to section D.2 of this ordering document:

Program Description - Metric	Increment	License Fee per Increment	First Year Software Update License & Support Fee per Increment
PeopleSoft Enterprise Recruiting Solutions- Enterprise Employee Perpetual	310	20,425,16	4,493,53
PeopleSoft Enterprise Human Resources- Enterprise Employee Perpetual			
PeopleSoft Enterprise Benefits Administration- Enterprise Employee Perpetual			
PeopleSoft Enterprise Directory Interface- Enterprise Employee Perpetual			
PeopleSoft Enterprise Time and Labor- Enterprise Employee Perpetual			
PeopleSoft Enterprise eCompensation- Enterprise Employee Perpetual			
PeopleSoft Enterprise ePerformance- Enterprise Employee Perpetual			
PeopleSoft Enterprise Pension Administration- Enterprise Employee Perpetual			
PeopleSoft Enterprise Payroll- Enterprise Employee Perpetual Perpetual			
PeopleSoft Enterprise Financials - Enterprise \$M in Operating Budget Perpetual	75	30,096,69	6,621,27
PeopleSoft Enterprise Contracts - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Grants- Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Program Management - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Project Costing- Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Purchasing Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise eProcurement- Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Interaction Hub - Enterprise \$M in Operating Budget Perpetual			
PeopleSoft Enterprise Treasury- Enterprise \$M in Operating Budget Perpetual			

Definitions and Licensing Rules:

Order Specific License Definitions and Rules

Trial Programs: are defined as additional Programs that may be included with Customer's order which Customer has not ordered but which Customer may use for trial purposes only. Customer shall have 30 days from the delivery date to evaluate these Programs. Any use of these Programs after the 30 day trial period shall require Customer to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide Technical Support or any warranties of any kind for these Programs.

1, 2, 3, 4, 5 Year Terms: A Program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the Program license shall terminate.

Program Documentation: is defined as the Program user manual and Program installation manuals.

Enterprise Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. 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, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. The value of these Program licenses is determined by 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 number of 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 of Your order, You are required to report to Oracle the number of Enterprise Employees as of such date.

Enterprise \$M Operating Budget: is defined as one million U.S. Dollars (\$1,000,000) of Your gross budget reflected in an audited statement from Your external accounting firm. The value of these Program licenses is determined by the amount of Enterprise \$M in Operating Budget. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Operating Budget as of the effective date of Your order. If at any time the amount of Enterprise \$M in 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 in Operating Budget is equal to or less than the number of 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 in Operating Budget. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M in Operating Budget as of such date.

Term Designation: If Your Program license does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

Oracle Financing Contract: is a contract between You and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under Your order.

Technical Reference Manuals ("TRMs"): are Oracle's confidential information. You shall use the TRMs solely for Your internal data processing operations for purposes of: (a) implementing applications Programs, (b) interfacing other software and hardware systems to the applications Programs and (c) building extensions to applications Programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as You exercise to safeguard the confidentiality of Your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with Your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct Your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of Your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on Your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to You "as-is" without any warranty of any kind. Upon termination, You shall cease using, and shall return or destroy, all copies of the applicable TRMs.

1 Year Subscription: A Program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the Program license shall terminate.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (<https://support.oracle.com>). For new or unsupported customers, please contact Your Oracle Account Manager for this information.

You are responsible for ensuring that these restrictions are not violated:

Programs that contain "for Oracle Applications" in the Program name are limited use Programs. These limited use Programs may only be used with "eligible" Oracle application Programs that contain the following prefixes in the Program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance, Oracle Primavera, Oracle Hospitality, Oracle XBRI, and Oracle Relate. For those prefixes designated above with a "*" not all Programs with that prefix are eligible for use with the "for Oracle Applications" limited use Programs. For a list of excluded Programs please review the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>. Notwithstanding anything above, Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name provided that the Oracle Fusion Human Capital Management Programs are the only Programs configured to run against the database instance Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics Programs. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the following Programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use Programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

The number of Hyperion Program option licenses must match the number of licenses of the associated Hyperion Program.

Licensing Rules for Applications

You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.

Licensing Rules for JD Edwards Applications

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.

The Programs include GNU libgmp library; copyright 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained in the Programs. The Programs may also contain other third party products.

Licensing Rules for PeopleSoft Applications

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.

You may use PeopleTools – 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 this Program to You per the delivery terms in Your order.