

# ORACLE®

25-Apr-08

Glenn Loo  
CITY OF PALO ALTO  
130 Park Center Plaza  
SAN JOSE  
CA 95113  
United States

Dear Glenn Loo,

The technical support services and benefits provided under service contract number 4760331 will expire, or have expired, on 30-Jun-08. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may also include incremental technical support services newly acquired.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number 4760331, please order the technical support services on this ordering document by issuing an acceptable form of payment in accordance with the attached Order Processing Details section on or before 1-Jun-08.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards,

Timothy McNeil  
Oracle Support Services  
E-mail: [tim.mcneil@oracle.com](mailto:tim.mcneil@oracle.com)  
Tel.: 925 694-6689  
Fax: 719-757-4274



## Ordering Document

<b>Service Contract #:</b> 4760331 <b>Offer Expires:</b> 30-Jun-08  <b>Payment Terms:</b> 30 NET from date of invoice  <b>Billing Terms:</b> Quarterly in Arrears	<b>Renewal Contact:</b> Timothy McNeil <b>Address:</b> 4500 Oracle Lane  Pleasanton CA 94588 United States <b>Telephone:</b> 925 694-6689 <b>Fax:</b> 719-757-4274 <b>E-mail:</b> tim.mcneil@oracle.com
<b>CUSTOMER: CITY OF PALO ALTO</b>	
<b>QUOTE TO</b> <b>Account Contact:</b> Glenn Loo <b>Account Name:</b> CITY OF PALO ALTO <b>Address:</b> 130 Park Center Plaza  SAN JOSE CA 95113 United States <b>Telephone:</b> 650 329-2492 <b>Fax:</b> <b>E-mail:</b> Glenn.Loo@CityofPaloAlto.org	<b>BILL TO</b> <b>Account Contact:</b> ACCOUNTS PAYABLE <b>Account Name:</b> CITY OF PALO ALTO <b>Address:</b> INFORMATION TECHNOLOGY SERVICES 250 HAMILTON AVENUE SECOND FLOOR PALO ALTO CA 94301 United States <b>Telephone:</b> <b>Fax:</b> <b>E-mail:</b>

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to Timothy McNeil at tim.mcneil@oracle.com or 719-757-4274. Please also include service contract number 4760331 on such reply.

## Service Details

Service Level: Software Update License & Support						End Date: 30-Jun-09
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Discoverer Plus - Nonstandard User	3069563	10		FULL USE	1-Jul-08	786.11
SQL*PLUS - Developer	3069563	13		FULL USE	1-Jul-08	958.67
Programmer - Developer	3069563	19		FULL USE	1-Jul-08	958.67
Spatial - Concurrent Device	3069563	50		FULL USE	1-Jul-08	3,223.69
Oracle Database Enterprise Edition - Universal Power Unit	3069563	960		FULL USE	1-Jul-08	11,780.10
Discoverer Administration Edition - Named User	3069563	2		FULL USE	1-Jul-08	314.44
WebDB Enterprise Edition - Nonstandard User	3069563	4		FULL USE	1-Jul-08	81.81
ORACLE SERVER EE 8i 8.1	3069563	1100		FULL USE	1-Jul-08	67,359.13
DIAGNOSTICS PACK 1.5	3069563	1100	CONCURR ENT DEVICE	FULL USE	1-Jul-08	2,054.74
TUNING PACK 1.5	3069563	1100	CONCURR ENT DEVICE	FULL USE	1-Jul-08	2,054.74
DEVELOPER REL1.0	3069563	1	DEVELOPE R	FULL USE	1-Jul-08	895.76
Designer - Developer	3069563	1		FULL USE	1-Jul-08	895.76
REPORTS V2.5	3069563	1	DEVELOPE R	FULL USE	1-Jul-08	895.76
Reports Server - Universal Power Unit	3069563	500		FULL USE	1-Jul-08	745.96
Forms Server - Universal Power Unit	3069563	500		FULL USE	1-Jul-08	829.85
Application Server Enterprise Edition - Universal Power Unit	3069563	960		FULL USE	1-Jul-08	7,014.88
Application Server Enterprise Edition - Concurrent Device	3069563	1100		FULL USE	1-Jul-08	7,014.88
Tuning Management Pack - Universal Power Unit	3069563	960		FULL USE	1-Jul-08	3,651.50
Diagnostic Management Pack - Universal Power Unit	3069563	960		FULL USE	1-Jul-08	3,651.49

**Subtotal: USD 115,167.96**

**Total Amount: USD 115,167.96**

plus applicable tax

### Notes:

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Service Contract Number: 4760331

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1. If any of the fields listed above are blank, the program licenses were acquired under a separate license model in which such field(s) does not apply.
2. If a change to the Service Details provided above is required, please contact Timothy McNeil at 925 694-6689 or at [tim.mcneil@oracle.com](mailto:tim.mcneil@oracle.com) and an updated ordering document will be provided in accordance with Oracle's technical support policies.

## GENERAL TERMS

"You" and "your" refers to the Customer provided above.

In the event that the Customer and the Quote To Account Name provided above are not the same, CITY OF PALO ALTO acknowledges that Customer has authorized CITY OF PALO ALTO to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. CITY OF PALO ALTO agrees the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to CITY OF PALO ALTO during the term of service.

The technical support services acquired under this ordering document are governed by the terms and conditions of the license and services agreement that you executed when you acquired technical support from us or an authorized reseller. However, any use of the programs, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs set forth in the order in which the programs were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies, including Oracle's reinstatement policy, may be accessed at <http://www.oracle.com/support/policies.html>. Customers who allow technical support to lapse and later wish to reactivate it will be subject to Oracle's reinstatement policy in effect at the time of reinstatement. Applicable reinstatement fees may apply in addition to the annual technical support fees.

In the event that Priority Service is acquired under this ordering document, you acknowledge you must maintain a current Software Update License & Support contract for all licenses in a license set for which Priority Service has been purchased. By accepting this ordering document, you also acknowledge that Software Update License & Support for program licenses listed under the Priority Service level may be renewed under separate contract(s). Upon renewal, Priority Service fees will be based on the Priority Service pricing policies in effect at the time of renewal and such fees will be adjusted to account for any acquisition of additional licenses in a license set. Contractual caps on annual technical support fees for Software Update License & Support do not apply to Priority Service, unless stated otherwise in your contract.

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## Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the license and services agreement that you executed when you acquired technical support from us or an authorized reseller, (ii) an acceptable form of payment, and (iii) a tax exemption certificate (if applicable). Oracle normally accepts orders after receipt of a purchase order, check or credit card issued in accordance with the Purchase Order, Check, Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable. If the pre-tax value of this renewal is \$2000 or less, pre-payment in the form of a check or credit card must be received. Purchase orders are no longer accepted for these transactions.

An invoice will only be issued upon receipt of an acceptable form of payment. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If CITY OF PALO ALTO is a tax exempt organization, a copy of CITY OF PALO ALTO's tax exemption certificate must be submitted with CITY OF PALO ALTO's purchase order, check, credit card or other acceptable form of payment.

### **PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION**

#### **Purchase Order**

If the technical support services on this ordering document will be purchased by purchase order, the purchase order must include the following information:

- Service Contract #: 4760331
- Term of Service: 1-Jul-08 to 30-Jun-09
- Final Total: USD 115,167.96 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, CITY OF PALO ALTO agrees and acknowledges that the terms of this ordering document are incorporated into CITY OF PALO ALTO's purchase order and that the terms of this ordering document and the terms of the Customer's agreement with us supersede the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to Oracle per the Remittance Details provided below.

#### **Check**

If the technical support services on this ordering document will be purchased by check, the check must include the following information:

- Service Contract #: 4760331
- Term of Service: 1-Jul-08 to 30-Jun-09
- Final Total: USD 115,167.96 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, CITY OF PALO ALTO agrees and acknowledges that the terms of this ordering document and the terms of the Customer's agreement with us shall apply to the technical support services ordered. No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

**Credit Card Confirmation**

If the technical support services on this ordering document will be purchased by credit card, please complete the section below and return it to Oracle per the Remittance Details provided below. Please note that Oracle is unable to process credit card transactions of USD100,000 or greater.

Service Contract #: 4760331  
Term of Service: 1-Jul-08 to 30-Jun-09  
Final Total: USD 115,167.96 (excluding applicable tax)

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Billing Address (associated with Credit Card)

\_\_\_\_\_  
City, State, and Zip (associated with Credit Card)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, CITY OF PALO ALTO agrees and acknowledges that the terms of this ordering document and the terms of the Customer's agreement with us shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

**REMITTANCE DETAILS**

Purchase orders or credit card details for the technical support services ordered hereto should be sent to:

Attn: Timothy McNeil  
Oracle Support Services  
Fax: 719-757-4274  
E-mail: tim.mcneil@oracle.com

Checks for the technical support services ordered hereto should be sent to:

**AK, AZ, CA, HI, ID, NV, OR, UT, WA:**

Oracle USA, Inc.  
PO Box 44471  
San Francisco, CA 94144-4471

**All other States:**

Oracle USA, Inc.  
PO Box 71028  
Chicago, IL 60694-1028

