



ORDERING DOCUMENT

Customer Name: City of Oakland
Customer Address: 150 Frank Ogawa Plaza, 7th Floor
Oakland, CA 94612

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

ORACLE CONTRACT INFORMATION

Agreement: Oracle License and Services Agreement Number: OLSAv110711 Dated May 16, 2012

Ordering Document Number: US-927575-OD-17-MAR-2014

This ordering document incorporates by reference the terms of the agreement specified above and all amendments thereto (the "agreement"). As used in this ordering document, "you" or "your" shall refer to the customer as defined in the agreement. Notwithstanding any provision of the agreement that restricts the agreement's application to a different ordering document, the parties agree that this ordering document shall be governed by the terms and conditions of the agreement and all amendments thereto.

A. SERVICES

You have ordered the services listed below in the table and detailed in the attached exhibit(s), which are incorporated herein by reference.

All fees on this ordering document are in US Dollars.

Services	Reference	Fees*
Time and Materials Services – EBS R12 Upgrade	Exhibit 1-TME-300415917	\$1,000.000.00
Total Fees		\$1,000,000.00

All fees payable to Oracle are due within thirty (30) days from the invoice date. Invoices for services performed under separate exhibits may be provided separately. Fees for any time and materials engagements listed above are estimated fees, as detailed in the referenced time and material services exhibit(s).

Unless you provide Oracle, in advance of the date taxes are due, with a certificate of tax exemption, you agree to pay any sales, value-added, or other similar taxes imposed by applicable law that Oracle must pay based on the services you ordered, except for taxes based on Oracle's income.

B. ADDITIONAL TERMS

1. Segmentation.

The purchase of (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) 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 (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services independently of any other product or service. Your obligation to pay

for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services is not contingent on delivery of hardware or performance of any other service.

2. Contact Information.

Oracle Contracts Manager/Administrator:

Name:	Doug Stanley
Address:	1001 Sunset Blvd. Rocklin, CA 95765
Phone:	916-315-5373
Fax:	NA
Email:	Doug.stanley@oracle.com

Your Billing/Accounts Payable Contact:

Name:	Rafaelita Buenaflor
Address:	150 Frank Ogawa Plaza, 7th Floor Oakland, CA 94612
Phone:	510-238-4938
Fax:	510-238-2238
Email:	rbuenaflor@oaklandnet.com

3. Order of Precedence.

In the event of any inconsistencies between (i) the agreement and this ordering document, this ordering document shall take precedence, and (ii) this ordering document (excluding exhibits) and any attached exhibits, the exhibits shall take precedence.

4. Change Control Process.

Any request for any change in services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until you and Oracle agree in writing to the proposed change in an amendment to this ordering document and/or applicable exhibit(s).

5. Relationship Between Parties.

Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. If while performing services Oracle requires access to other vendor's products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.

This quote is valid through April 30, 2014 and shall become binding upon execution by you and acceptance by Oracle.

City of Oakland

Authorized Signature: 


Name: _____

Title: _____

Signature Date: _____

Ordering Document Effective Date: March 17, 2014

Oracle America, Inc.

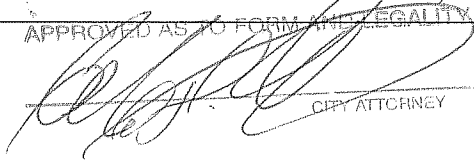
Authorized Signature: 

Name: Robert C. Bagnulo

Title: Sr. Mgr., Deal Mgmt

Signature Date: 3/12/14

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY



TIME AND MATERIALS EXHIBIT ONE

ORACLE CONTRACT INFORMATION

Customer Name: City of Oakland
Ordering Document Number: US-927575-OD-17-MAR-2014
Exhibit Number: Exhibit 1-TME-300415917

This exhibit incorporates by reference the terms of the ordering document specified above.

1. Description of Services. At your direction, Oracle will assist you with the following services:
 - A. Enterprise Business Systems ("EBS") Project Management Assistance.
 - B. EBS Functional Subject Matter Consulting.
 - C. Exadata / Exalogic Database Administration.
 - D. Other consulting services as assigned.
2. Your Obligations and Project Assumptions. You acknowledge that your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of any services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing services if such deficiency results from your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the services and any related estimate depends upon your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations

1. Maintain the properly configured hardware/operating system platform to support the services.
2. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of services.
3. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the services.
4. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of services.
5. Provide, for all Oracle resources performing services at your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.).
6. Provide any notices, and obtain any consents, required for Oracle to perform services.
7. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform services.
8. As required by U.S. Department of Labor regulations (20 CFR 655.734), you will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
9. Be responsible for day to day management of the project, project work schedule and associated outputs.
10. Participate in and assist with all services tasks.

11. Provide Oracle with access to data structures, documentation, applications, databases, and artifacts as requested by Oracle to support the performance of services.
12. Acknowledge that Oracle resources will not typically perform services on holidays recognized by Oracle or on weekends. However, with your permission, Oracle resources may choose to perform services on such holidays and/or weekends.
13. Provide reasonable workspace for all Oracle consultants with basic amenities including a phone and an Internet high-speed connection for the purposes of connecting to the Oracle network via the Oracle Virtual Private Network ("VPN").
14. Procure required hardware and software for VPN access to Oracle consultants working remotely to your systems, applications, databases, and tools.
15. Be responsible for maintaining the relationship with all third party vendors.
16. In order for Oracle to perform services under this exhibit, you will provide virtual private network ("VPN") access to your systems through a network connection you create between Oracle and your systems.
 - a. You are responsible for ensuring that (i) your network and systems comply with specifications Oracle provides (ii) that all components of your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the services.
 - b. You are responsible for acquiring and maintaining any equipment, and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to your Oracle software environment.
 - c. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle's onsite remote and offshore (i.e. located outside of the United States) resources.

If your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform services under this exhibit, you agree to pay for any increased costs resulting from such failure. Oracle will prepare an amendment to this exhibit for the change in the services and fees resulting from such failure. If you do not review and approve such amendment within five (5) days after your receipt thereof, Oracle may terminate its performance of under this exhibit.

B. Project Assumptions

1. The fee estimate for services is based on Oracle providing approximately four hundred seventy (470) person days of services, to be performed over twelve (12) consecutive months.
2. A person day is defined as one (1) resource working for up to eight (8) hours.
3. The person days and fee estimates are based on your request for assistance and do not reflect any project estimation by Oracle.
4. You shall be solely responsible for the project management and direction of services for Oracle consultants.
5. Oracle and you will mutually determine and adjust the appropriate Oracle resource staffing model as the services are performed.
6. Payment to Oracle will be for all of the hours spent performing services and is not tied to any task outputs.
7. The person days and fee estimates contained herein may not be sufficient to perform or complete all of the tasks referenced in the description of services.
8. Services shall be performed either onsite at your facilities located in Oakland, California.
9. Oracle is not obligated to provide any onsite services at your facilities in periods of less than forty (40) hours per week per resource.
10. Oracle's standard documentation format will be used for any documentation prepared and / or delivered during the performance of services.
11. Expenses are estimated at 73% on-site travel. Oracle will work with the City to manage on-site vs. remote work to stay within this budget.

3. Rates, Estimated Fees and Expenses.

The services specified above are provided on a time and materials ("T&M") basis; that is, you shall pay Oracle for all

of the time spent performing such services, plus materials, , and except as otherwise set forth in this Section 3, travel and out of pocket expenses ("expenses"). Oracle will not pay any taxes on your behalf for the services provided under this exhibit if you provide Oracle, in advance of the date such taxes are due, a certificate of tax exemption.

- A. For a period of one year from the effective date of the ordering document, the services will be provided at the rates set forth below. The rates set forth below include an amount for expenses incurred by Oracle in providing the services under this exhibit. Thereafter, unless otherwise agreed by you and Oracle in writing, services performed under this exhibit will be provided at Oracle's standard consulting rates in effect when services are performed, and, in addition, Oracle will invoice you separately for expenses.

Labor Category Level	Labor Category	Hourly Rate Including Expenses
9	Sr. Practice/Tech Director	\$351.50
8	Practice/Tech Director	\$323.00
7	Practice/Tech Manager	\$274.00
6M	Managing Principal Consultant	\$257.50
6T	Sr. Principal Consultant	\$257.50
5	Principal Consultant	\$238.00

- B. All fees and expenses will be invoiced monthly. The fee estimate for labor and expenses performed under this exhibit is one million dollars (\$1,000,000.00). This estimate related to this exhibit is intended only to be for your budgeting and Oracle's resource scheduling purposes. Oracle will invoice you for actual time spent performing the services and, except as otherwise set forth in this Section 3, expenses, provided, however, Oracle will cease performing services once the fee estimate is reached, unless you and Oracle agree in writing that Oracle will continue to provide services as described herein.
- C. The parties acknowledge that temporary living reimbursements to Oracle provided resources(s) may be deemed compensatory under federal, state, and local tax laws if a resource's assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, Oracle will plan with you to limit the duration of a resource's assignment in a particular location to less than one year. If the requirements of the services are such that it becomes necessary for a resource's services in a particular location to continue for a year or more and as a result, the reimbursement of such resource's living expenses are deemed compensatory for tax purposes, then, you agree to pay Oracle the amount of additional compensation provided to such resource to compensate for taxes imposed.
4. Project Management. You shall designate a project manager who shall be solely responsible for project management associated with this exhibit and the direction of services provided to you by Oracle under this exhibit. Oracle shall provide services under this exhibit under the direction of such project manager, who shall make all decisions in connection with project management and direction of services under this exhibit.
5. Termination. You may terminate this exhibit without cause, by providing Oracle with thirty (30) business days prior written notice. The effective date of termination under this section shall be the end of the 30th business day after Oracle receives written notice of termination from you. You shall pay fees and expenses (including those expenses for

which Oracle has become obligated in connection with the contemplated services) and taxes through the effective date of termination. You and Oracle each will use reasonable efforts to mitigate fees and expenses in the event of such termination.

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