

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Financial Services

AGENDA DATE: 05/13/08

CONTACT PERSON/PHONE: Carmen Arrieta-Candelaria (541-4293)

DISTRICT(S) AFFECTED: All Districts

SUBJECT:

Request that the City Council approve an amendment to the Municipal Payment Plan Agreement with Oracle Corporation (Contract Number 2004-129) approved by City Council on March 2, 2004, to finance the purchase of various Oracle software components. Further, that the City Manager be authorized to execute the agreement and any other required documentation.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

This action will allow the City to modify its existing master Municipal Payment Plan Agreement to allow the IT department to purchase various Oracle software components for approximately \$1,355,000 at 0% interest over a three-year period. The first payment under the Municipal Payment Schedule will be paid within thirty (30) days of the date of execution of the contract with the remaining payments to be made in July 2009, 2010 and 2011 respectively.

PRIOR COUNCIL ACTION

Has the Council previously considered this item or a closely related one?

Council has approved capital lease agreements in prior council meetings.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

2003 Certificates of Obligation for Capital Acquisitions - 31260001-508010-60663-PCP07CAP001

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: Carmen Arrieta-Candelaria

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

MAY -8 PM 2:52
CITY CLERK DEPT

Customer:	City of El Paso, Texas
Address:	2 Civic Center Plaza El Paso, TX 79901
Contact:	
Phone:	
Order:	dated
Agreement:	dated
PPA No.:	dated

Executed by Customer (authorized signature):	
By:	_____
Name:	_____
Title:	_____
Executed by Oracle Credit Corporation:	
By:	_____
Name:	_____
Title:	_____
Payment Schedule Effective Date: _____	

System	Payment Schedule:
Software: \$1,355,000.00	Payment Amount: Due Date:
Support: .00	1 @ \$270,980 Net 30
Education: .00	3 @ \$361,340 01-Jul-09, 01-Jul-10, 01-Jul-11
Consulting: .00	
Other: .00	
System Price: \$1,355,000.00	

Transaction Specific Terms:
For this Contract, the rate used in PPA Section 4, Paragraph 2, Subsection (i) shall be 0%.

Optional (if this box is checked):

The Customer has ordered the System from an alliance member/agent of Oracle Corporation or one of its affiliates, whose name and address are specified below. Customer shall provide OCC with a copy of such Order. The System shall be directly licensed or provided by the Supplier specified in the applicable Order and Agreement, each of which shall be considered a separate contract. Customer has entered into the Order and Agreement based upon its own judgment, and expressly disclaims any reliance upon statements made by OCC about the System, if any. Customer's rights with respect to the System are as set forth in the applicable Order and Agreement and Customer shall have no right to make any claims under such Order and Agreement against OCC or its Assignee. Neither Supplier nor any alliance member/agent is authorized to waive or alter any term or condition of this Contract.

If within ten days of the Payment Schedule Effective Date, OCC is provided with Customer invoices for the System specifying applicable Taxes, then OCC may add the applicable Taxes in accordance with this Contract.

Alliance Member/Agent: _____

Address: _____

Contact: _____ Phone: _____

This Payment Schedule is entered into by Customer and Oracle Credit Corporation ("OCC") for the acquisition of the System from Oracle Corporation, an affiliate of Oracle Corporation, an alliance member/agent of Oracle Corporation or any other party providing any portion of the System ("Supplier"). This Payment Schedule incorporates by reference the terms and conditions of the above-referenced Payment Plan Agreement ("PPA") to create a separate Contract ("Contract").

A. PAYMENTS: This Contract shall replace Customer's payment obligation under the Order and Agreement to Supplier, to the extent of the System Price listed above, upon Customer's delivery of a fully executed Order, Agreement, PPA, Payment Schedule, and any other documentation required by OCC, and execution of the Contract by OCC. Customer agrees that OCC may add the applicable Taxes due on the System Price to each Payment Amount based on the applicable tax rate invoiced by Supplier at shipment. OCC may adjust subsequent Payment Amounts to reflect any change or correction in Taxes due. If the System Price includes support fees for a support period that begins after the first support period, such future support fees and the then relevant Taxes will be paid to Supplier as invoiced in the applicable support period from the Payment

Amounts received in that period. The balance of each Payment Amount, unless otherwise stated, includes a proportional amount of the remaining components of the System Price excluding such future support fees, if any.

B. SYSTEM: Software shall be accepted, and the services shall be deemed ordered pursuant to the terms of the Agreement. Customer agrees that any software acquired from Supplier to replace any part of the System shall be subject to the terms of the Contract. Any claims related to the performance of any component of the System shall be made pursuant to the Order and Agreement. Neither OCC nor Assignee shall be responsible to Customer for any claim or liability pertaining to any performance, actions, warranties or statements of Supplier.

C. ADMINISTRATIVE: Customer agrees that OCC or its Assignee may treat executed faxes or photocopies delivered to OCC as original documents; however, Customer agrees to deliver original signed documents if requested. Customer agrees that OCC may insert the appropriate administrative information to complete this form. OCC will provide a copy of the final Contract upon request.

OPINION OF COUNSEL LETTER

(TO BE FURNISHED ON LETTERHEAD OF CUSTOMER'S COUNSEL)

TO BE COMPLETED UPON APPROVAL OF COUNCIL ON MAY 13, 2008

Oracle Credit Corporation and Assigns
500 Oracle Parkway, MS OPL-B1
Redwood Shores, CA 94065

Re: Payment Schedule No. 26294 to the Municipal Payment Plan Agreement (collectively "Contract") by and between Oracle Credit Corporation ("OCC") and City of El Paso, Texas ("Customer")

Gentlemen:

As of the effective date of the Contract, my opinion is as follows:

I have acted as counsel to Customer with respect to the Contract, and other documents executed in connection with the Contract. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

(1) Customer is an agency or a political subdivision of the state in which it is located ("State") and is duly organized, existing and operating under the constitution and laws of the State. Customer has the authority to enter into and to carry out its obligations under the Contract, and has duly authorized and executed the Contract in accordance with State law and applicable procurement requirements. Customer is further authorized to consent to the assignment of the Contract pursuant to the terms of the Contract. Each person signing the Contract has the authority to do so, is acting with the full authorization of Customer's governing body, and holds the office indicated below their signature, each of which is genuine.

(2) The Contract is a legal, valid and binding contract of Customer enforceable in accordance with its terms, except to the extent limited by applicable Local, State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

This Opinion can be relied on by OCC and its assigns in connection with the Contract.

Sincerely,

(Customer Counsel - Title)

(Note: If applicable, please attach resolutions, board minutes, incumbency certificates or other related documents).

Customer Name: City of El Paso, Texas

Thank you for choosing Oracle Credit Corporation ("OCC"). Please provide us with the following administrative information so that we may better meet your invoicing needs.

Billing Information		Customer Contact	
Attn. Name:	Carmen Arrieta-Candelaria	Name:	Gary Gordier
Company:	City of El Paso	Title:	IT Director/CIO
Email:	arrietacx@elpasotexas.gov	Email:	gordierg@elpasotexas.gov
Address:	2 Civic Center Plaza	Phone:	915-541-4288
City/ST/Zip:	El Paso, TX 79902	Fax:	915-541-4017

PLEASE NOTE: You will receive a copy of Supplier's invoice(s) so that you can review the product and services billed as well as the taxes charged. OCC will pay the Supplier invoice(s) on your behalf pursuant to the Payment Plan Agreement.

Tax Information		Invoice Reference	
<input type="checkbox"/> Taxable		PO #:	_____
<input type="checkbox"/> Tax Exempt (attach certificate)			
See attached letter from IRS		Other:	_____
Any questions regarding the tax treatment of your transaction should be directed to the name and number indicated on the Supplier invoice.		If provided, the above reference(s) will be listed on each invoice for you. A Notification Letter will be sent to you within 30 days specifying the correct payee name and remittance address.	

COMPLETED BY: Carmen Arrieta-Candelaria **TITLE:** Chief Financial Officer, City of El Paso

Please submit this form via fax:

TO: Oracle Credit Corporation **ATTN:** Contracts
FAX: 650-633-0804 **PHONE:** 650-506-4343

Internal Revenue Service

Date: April 15, 2004

City of El Paso Texas
% Comptroller's Office
2 Civic Center Plaza Rm. 202
El Paso, TX 79901-1153

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Brenda Fox 31-07209
Customer Service Representative

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST
877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

74-6000749

Dear Sir/Madam:

This is in response to your request of April 15, 2004, regarding your organization's exemption from Federal income tax.

As a governmental unit or a political subdivision thereof, your organization is not subject to Federal income tax under the provisions of Section 115(1) of the Internal Revenue Code, which states in part:

"Gross income does not include income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Because your organization is a governmental unit or a political subdivision thereof, its income is not taxable as explained above. Contributions used exclusively for public purposes are deductible under Section 170(c)(1) of the Code.

Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Your organization may obtain a letter ruling on its status under section 115 by following the procedures specified in Rev. Proc. 2002-1 or its successor.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



for Janna K. Skufca, Director, TE/GE
Customer Account Services

Oracle Credit Corporation

ESSENTIAL USE CERTIFICATE Software Use Questionnaire – Page 1

Customer: City of El Paso, Texas
2 Civic Center Plaza
El Paso, TX 79901

Date: _____

Signature: _____
Name: Gerald Gordier
Title: CIO & Director of I.T.
Phone: 915-541-4288

To decide whether to offer extended payment terms to the customer, Oracle Credit Corporation needs to have an understanding of; a) the essential functions of the Customer, b) the intended use of the software being acquired c) why it is critical to the Customer's functions and d) the source(s) of funding which will be used to pay for the software. To assist us in this decision please answer the following questions as thoroughly as possible.

Customer

Description of agency or department and primary function or services provided:
The City of El Paso is the 21st largest city in the nation providing all governmental services to the public. The Information Technology Department is responsible for technology delivery to internal users as well as a variety of outward facing services.

How long has the Customer been an Oracle customer?

New Customer 1-5 years Greater than 5 years.

What Oracle software does the Customer currently have installed?

Database Applications (please list) None
Currently, the City uses Oracle database for our Peoplesoft ERP system.

Project/Benefits

Is the new software:

Upgrade Additional Licenses New Project Replacement for non-Oracle product (which product(s)?)

What essential functions will the new software help the Customer carry out?

This software will be instrumental in several projects. First, we are significantly expanding our Permitting System (Accela) and changing the database platform to Oracle. We will be upgrading our Peoplesoft System and utilizing RAC. We will change our database platform to Oracle for our ESRI GIS system. It will further augment our efforts in a server consolidation effort.

What is the expected timetable for installation and production use of the new software?

Immediate use 0-6 Months 7-12 Months Greater than 12 months

What benefits does the customer envision receiving from the software (e.g.: cost savings, improved productivity, etc.)?

We are looking for enterprise scalability, cost efficiency, improved up-time, more flexible management which will all yield to increased productivity.

How are the tasks this software will perform carried out now?
All the current tasks are currently operating on individual stand-alone database deployments (Microsoft). The functionality of RAC Grid should enable significantly enhanced management, faster deployments, and better control.

Will customer be able to go back to its former system/process for carrying out this function once this implementation is complete? Yes No (Yes if necessary, but this is for Oracle to loose)

Approvals

Has the acquisition of this software been approved? Yes In process

If the acquisition approval is still in process, what is the anticipated approval timetable?

The final action of this acquisition is approval by the City Council. That occurs following completion of all paperwork requirements. Paperwork to submit this to the City Council has been completed. We are pressing for a maximum of two weeks to complete the process.

What alternative systems/solutions were evaluated for this project?

The only other option is to not take advantage of an Enterprise Agreement, which will likely keep up more connected to our Microsoft solutions.

Please describe the evaluation and approval process:

Funding/Appropriations

What is the source of funds to be used for software license and support payments (approximate %)?

General Fund 90% Revenue Sources* 10% Federal or other grants*: %
Tuition: % User Fees: % Other*:

*Describe: Our Environment Services Department will pay for approximately 10% of this acquisition. Their revenue is generated from user fees.

Are Current Fiscal Period Funds Appropriated? Yes No

Future Fiscal Period Budgets Process Completed In Progress (Describe)

Budgets for our fiscal year 2008-2009 have been submitted to the Office of Management & Budget. The review process is underway by the City Manager. Eventually, a recommended budget will be submitted to the City Council for consideration. It is anticipated that the forward years for supporting this acquisition will be part of the recommended budget submission.

Is funding for the software budgeted as:

a specific line item part of project budget (describe) part of department operating budget (describe)

Description: The Accela project has funding for their usage of Oracle database software. The balance is part of the operating budget of the Information Technology Department.

Municipal Payment Plan Agreement

Customer: City of El Paso

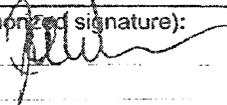
Address: 2 Civic Center Plaza

El Paso TX - 79901

Phone: _____

PPA No.: 3798 Date: 3/2/04

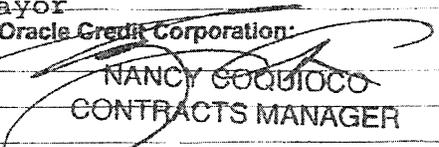
Executed by Customer (authorized signature):

By: 

Name: Joe Wardy

Title: Mayor

Executed by Oracle Credit Corporation:

By: 

Name: NANCY SEQUITOCO

Title: CONTRACTS MANAGER

This Payment Plan Agreement ("PPA") is entered into by Customer and Oracle Credit Corporation ("OCC") to provide for the payment of the System Price specified in a Payment Schedule on an installment basis. The System (as defined below) is being acquired from Oracle Corporation, an alliance member/agent of Oracle Corporation or any other party providing any portion of the System ("Supplier"). Each Payment Schedule shall specify the Software and other products and services, which items together with any upgrade, update, transfer, substitution, or replacement thereof shall comprise the "System". Each Payment Schedule shall incorporate the terms and conditions of the PPA to form a "Contract," and the System specified therein shall be subject to the terms and conditions of such Contract. The System shall be licensed or provided to Customer directly by Supplier pursuant to the terms of the Order and Agreement specified in the Contract. Except as otherwise provided under the Contract, Customer's rights and remedies under the Order and Agreement, including Supplier's warranty and refund provisions, shall not be affected.

essential to the proper, efficient and economic functioning of Customer or to the services that Customer provides; (ii) the System shall only be used by the Customer to perform its governmental functions; and (iii) Customer will use the System during the current fiscal period, and intends to use it for the term of this Contract. In reliance of Customer's representations regarding the essential use of the System and other representations and agreements herein, OCC has entered into this Contract.

3. PAYMENT SCHEDULE: Upon acceptance, except as provided in Section 1 above, Customer agrees to pay OCC the Payment Amounts in accordance with the Contract, with each payment due and payable on the applicable Due Date. If full payment of each Payment Amount and other amounts payable is not received by OCC within 10 days of each Due Date, Customer agrees to pay to OCC interest on the overdue amount at the rate equal to the lesser of: the maximum amount allowed by applicable prompt payment laws (a copy of which Customer will provide to OCC, if applicable), or one and one-half percent (1.5%) per month.

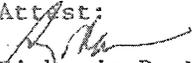
Unless stated otherwise, Payment Amounts exclude any applicable sales, use, property or any other tax allocable to the System, Agreement or Contract ("Taxes"). Any amounts or any Taxes payable under the Agreement which are not added to the Payment Amounts due under the Contract are due and payable by Customer, and Customer shall remain liable for any filing obligations. If Customer provides OCC an exemption certificate (in form acceptable to OCC), Customer shall not be liable for any Taxes exempted therein. Customer's obligation to remit Payment Amounts to OCC or its assignee in accordance with the Contract is absolute, unconditional, noncancellable, independent, and shall not be subject to any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense for any reason, including but not limited to, any termination of or dispute arising under the Agreement or related agreements, performance of the System, or any claim against Supplier.

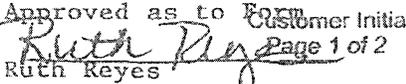
1. APPROPRIATION OF FUNDS: As an agency or a political subdivision of the state in which Customer is located, Customer's payment obligations hereunder are subject to the appropriation of funds. Customer may terminate its obligation to pay the Payment Amounts due under a Contract if funds are not appropriated or otherwise made available in subsequent fiscal periods for all Payment Amounts due during that fiscal period. The obligation to pay the Payment Amounts due under the applicable Contract as well as Customer's right to use any part of the System shall terminate on the last day of the fiscal period for which appropriations were received, without penalty or expense to Customer of any kind. Customer shall be responsible for any obligations outstanding prior to termination for which funds have been appropriated. Customer shall provide OCC with written notice of such non-appropriation within thirty (30) days of Customer's receipt of notice of non-appropriation, together with reasonable details regarding the non-appropriation of funds, as requested by OCC or as mandated by applicable law.

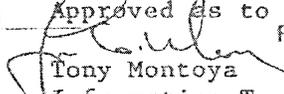
To the extent permitted by law, Customer agrees that: (i) it has funds available to pay all Payment Amounts due during the current fiscal period; (ii) it intends to obtain funds for payment of Payment Amounts from its governing body in each subsequent fiscal period; and (iii) if funds are appropriated, Customer shall use such funds to pay the Payment Amounts due hereunder.

2. ESSENTIAL USE: Customer represents to OCC as of the Payment Schedule Effective Date, and presently intends throughout the term of each Contract, that: (i) the use of the System is

4. DEFAULT; REMEDIES: Except as provided under Section 1, any of the following shall constitute a Default under this Contract: (a) Customer fails to pay when due any sums due under any Contract; (b) Customer breaches any representation or fails to perform any obligation in any Contract; (c) Customer terminates the license related to the System, or Customer materially breaches the Agreement; (d) Customer defaults under a material agreement with Assignee; or (e) Customer becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for Customer or for a substantial part of its

Attest:

 Richarda D. Momsen
 City Clerk

Approved as to Form

 Ruth Reyes
 Assistant City Attorney

Customer Initials: JAM
 Approved as to Content

 Tony Montoya
 Information Technology Interim Director

assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Customer.

In the event of a Default that is not cured within thirty (30) days of written notice, OCC may: (i) subject to limitations imposed by applicable law, require all outstanding Payment Amounts and other sums due and scheduled to become due (discounted at the lesser of the rate in this Contract or five percent (5%) per annum simple interest) to become immediately due and payable by Customer; (ii) terminate all of Customer's rights to use the System and related services; and (iii) pursue any other rights or remedies available at law or in equity. In the event OCC institutes any action for the enforcement of the Contract, and if authorized by statute and awarded by a court, there shall be due from Customer, in addition to the amounts due above, all costs and expenses of such action, including reasonable attorneys' fees. No failure or delay on the part of OCC to exercise any right or remedy hereunder shall operate as a waiver thereof, or as a waiver of any subsequent breach. All remedies are cumulative and not exclusive.

Except when a Default occurs, neither OCC nor its Assignees (as defined herein) will interfere with Customer's quiet enjoyment or use of the System in accordance with the Agreement's terms and conditions. Customer acknowledges that upon a Default under this Contract, no party shall license, lease, transfer or use any Software in mitigation of any damages resulting from Customer's Default. Upon Default, Customer agrees to permit Assignee's review of Customer's use of the System.

5. **ASSIGNMENT:** Customer hereby consents to OCC's assignment of all or a portion of OCC's rights and interests in and to the Contract, including the right to exercise remedies, to third-parties ("Assignee"). OCC shall provide Customer notice thereof, which shall be sufficient if it discloses the name of the Assignee and the address where further payments hereunder shall be made, and no further action shall be required to complete the assignment. Customer and OCC agrees that Assignee shall not, because of such assignment, assume any of OCC's or Supplier's obligations to Customer. Customer shall not assert against Assignee any claim, defense, counterclaim or setoff that Customer may have against OCC or Supplier. Customer agrees not to make any claim against Assignee for any loss or damage of the System or breach of any warranty, express or implied, as to any matter whatsoever, including but not limited to the System and service performance, functionality, features, merchantability or fitness for a particular purpose, or any indirect, incidental or consequential damages or loss of business. Customer shall

pay Assignee all amounts due and payable under the Contract, but shall pursue any claims under any Agreement solely against Supplier.

6. **CUSTOMER'S REPRESENTATIONS AND COVENANTS:** Customer represents and warrants as follows: the Contract is a legal, valid and binding contract of Customer, and does not constitute a debt of Customer under applicable state laws; Customer has the authority to enter into and carry out its obligations under the Contract, and has duly authorized and executed the Contract in accordance with state law and applicable procurement requirements; the Contract has been signed by a duly authorized representative of Customer; the execution and performance of the Contract does not violate Customer's charter or by-laws, any law, judgement, regulation, or other agreement binding upon Customer; and no further consent or approval is needed.

Upon the termination of Customer's right to use the System, as a result of non-appropriation or otherwise, Customer will promptly execute and deliver to OCC or its Assignee a certificate of non-use and return the System in accordance with the terms of the Agreement. Any transfer or assignment of Customer's rights or obligations in the System, or under the Agreement or this Contract shall require OCC's and Assignee's prior written consent. Customer agrees to promptly execute any ancillary documents and take further actions as OCC or Assignee may reasonably request, including, but not limited to, assignment notifications, acceptance certificates, certificates of authorization, opinions of counsel, essential use certificates, registrations, and filings. Customer agrees to provide copies of Customer's balance sheet, income statement, and other financial reports as OCC or Assignee may reasonably request.

7. **MISCELLANEOUS:** The Contract constitutes the entire agreement between Customer and OCC regarding the subject matter herein and shall supersede any inconsistent terms set forth in the Order, Agreement or any related agreements, Customer purchase orders and all prior oral and written understandings. If any provision of this Contract is invalid, such invalidity shall not affect the enforceability of the remaining terms of the Contract. Customer's obligations under each Contract shall commence on the Payment Schedule Effective Date specified in the Payment Schedule. Each Contract, and any changes to a Contract or any related document, shall take effect when executed by OCC. The Contract shall be governed by the laws of the state where Customer is located, and is effective as of the Payment Schedule Effective Date.

Certified Copy


Oracle Credit Corporation

Customer Initials: JMM
Page 2 of 2



OFFICE OF THE CITY ATTORNEY
2 CIVIC CENTER PLAZA - 9TH FLOOR
EL PASO, TEXAS 79901
TELEPHONE (915) 541-4550
FACSIMILE (915) 541-4710

LISA A. ELIZONDO
CITY ATTORNEY

RUTH REYES
ASSISTANT CITY ATTORNEY

March 12, 2004

OPINION OF COUNSEL LETTER

Oracle Credit Corporation and Assigns
500 Oracle Parkway, MS LGN-01
Redwood Shores, CA 94065

Re: Payment Schedule dated 3/2/04 to the Municipal Payment Plan Agreement dated 3/2/04 (collectively "Contract") by and between Oracle Credit Corporation ("OCC") and City of El Paso ("Customer")

Gentlemen:

As of the effective date of the Contract, my opinion is as follows:

I have acted as counsel to Customer with respect to the Contract, and other documents executed in connection with the Contract. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

(1) Customer is an agency or a political subdivision of the state in which it is located ("State") and is duly organized, existing and operating under the constitution and laws of the State. Customer has the authority to enter into and to carry out its obligations under the Contract, and has duly authorized and executed the Contract in accordance with State law and applicable procurement requirements. Customer is further authorized to consent to the assignment of the Contract pursuant to the terms of the Contract. Each person signing the Contract has the authority to do so, is acting with the full authorization of Customer's governing body, and holds the office indicated below their signature, each of which is genuine.

(2) The Contract is a legal, valid and binding contract of Customer enforceable in accordance with its terms, except to the extent limited by applicable Local, State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

This Opinion can be relied on by OCC and its assigns in connection with the Contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Ruth Reyes". The signature is written in a cursive style with a long horizontal stroke at the end.

Ruth Reyes
Assistant City Attorney

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

Your Name City Of El Paso
Your Location 2 Civic Ctr Plaza 3rd Floor
 El Paso
 TX 79901

Your Contact Gary Gordier
Phone Number 915-541-4288
Email Address gordierg@elpasotx.gov

ORACLE CONTRACT INFORMATION

Agreement: Software License and Services Agreement

Agreement Name: STATE-28905-21-APR-03

This ordering document incorporates by reference the terms of the agreement specified above. The following defined and capitalized terms in the referenced agreement between you and Oracle USA, Inc. (as successor in interest to Oracle Corporation) hereinafter "Oracle" shall have the same meaning as the stated terms in this ordering document: "Agreement" and "agreement"; "Customer"/"Client" and "you"/"your"; "Program" and "program"; "Technical Support" and "technical support"; "Program Documentation"/"Documentation" and "program documentation"; and "Ordering Document"/"Order Form" and "ordering document".

A. Description and Fees for Ordered Programs and Services

Listed below is a summary of net fees due under the ordering document. These fees are in US dollars and are exclusive of any applicable shipping charges or applicable taxes.

You have ordered the program licenses and 12 months of technical support services described below:

Product Description / License Type	Quantity	Net Fee
Configuration Management Pack - Processor Perpetual	60	
License		66,600.00
Software Update License & Support		14,652.00
Identity and Access Management Suite - Employee User Perpetual	6500	
License		187,160.00
Software Update License & Support		41,175.20
Identity Manager Connector - PeopleSoft Enterprise Applications - Connector Perpetual	1	
License		11,880.00
Software Update License & Support		2,613.60
Identity Manager Connector - Microsoft Active Directory - Connector Perpetual	1	
License		11,880.00
Software Update License & Support		2,613.60

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

Your Name City Of El Paso
Your Location 2 Civic Ctr Plaza 3rd Floor
 El Paso
 TX 79901

Your Contact Gary Gordier
Phone Number 915-541-4288
Email Address gordierg@elpasotx.gov

ORACLE CONTRACT INFORMATION

Agreement: Software License and Services Agreement

Agreement Name: STATE-28905-21-APR-03

This ordering document incorporates by reference the terms of the agreement specified above. The following defined and capitalized terms in the referenced agreement between you and Oracle USA, Inc. (as successor in interest to Oracle Corporation) hereinafter "Oracle" shall have the same meaning as the stated terms in this ordering document: "Agreement" and "agreement"; "Customer"/"Client" and "you"/"your"; "Program" and "program"; "Technical Support" and "technical support"; "Program Documentation"/"Documentation" and "program documentation"; and "Ordering Document"/"Order Form" and "ordering document".

A. Description and Fees for Ordered Programs and Services

Listed below is a summary of net fees due under the ordering document. These fees are in US dollars and are exclusive of any applicable shipping charges or applicable taxes.

You have ordered the program licenses and 12 months of technical support services described below:

Product Description / License Type	Quantity	Net Fee
Oracle Database Enterprise Edition - Processor Perpetual	40	
License		592,000.00
Software Update License & Support		130,240.00
Real Application Clusters - Processor Perpetual	40	
License		296,000.00
Software Update License & Support		65,120.00
Diagnostics Pack - Processor Perpetual	60	
License		66,600.00
Software Update License & Support		14,652.00
Tuning Pack - Processor Perpetual	40	
License		44,400.00
Software Update License & Support		9,768.00

Change Management Pack - Processor Perpetual	60	66,600.00
License		14,652.00
Software Update License & Support		

Other Fees		
Oracle® Database Media Pack for Microsoft Windows (32-bit)		60.00

		Net Fee
	Oracle Programs License Fees	1,065,600.00 *
	Oracle Programs Support Fees	234,432.00
	Other Fees	60.00
	Net Fee	1,300,092.00
	Total Fees	1,300,092.00

** Only the license fees to be financed.*

B. General Terms

1. Commencement Date

All program licenses and the period of performance for all services are effective upon shipment of tangible media or upon the effective date of this ordering document if shipment of tangible media is not required.

2. Fees, Invoicing, and Payment Obligation

- a. All fees due under this ordering document shall be non-cancellable and the sums paid nonrefundable, except as provided in the agreement.
- b. License fees are invoiced as of the commencement date. Service fees are invoiced after performance of the service; specifically, technical support fees are invoiced quarterly in arrears.
- c. In addition to the fees listed in section A, Oracle will invoice you for any applicable shipping charges or applicable taxes.
- d. In entering into payment obligations under this ordering document, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, 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 for any program licensed under this ordering document, per the terms of this ordering document and the agreement.

3. 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 section A. Through the Internet URL, you can access and electronically download to your location the software and related documentation for each program listed in section A.

Provided that you have continuously maintained technical support for the programs listed in section A, you may continue to download the software and related program documentation for the programs listed in section A. 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. Oracle will deliver the tangible media on the particular hardware/operating system combination(s) listed in section A to the address specified by you on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified on page 1 of this ordering document. Each media pack consists of 1 copy of the software media and 1 set of program documentation (in the form generally available) for each program included in the media pack. 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. You acknowledge that Oracle's delivery obligation under this ordering document is met by the provision of the electronic delivery web site URL.

You acknowledge that Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise.

b. You shall be responsible for installation of the software.

4. Source Code

Oracle may deliver source code as part of its standard delivery for particular programs; all source code delivered by Oracle is subject to the terms of the agreement, ordering document and program documentation.

5. Segmentation

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.

6. Order of Precedence

In the event of any inconsistencies between the agreement and this ordering document, this ordering document shall take precedence.

7. 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 entity.

8. Territory

The program licenses and services described in section A are for use in the U.S.

9. Oracle's License Definitions and Rules

A copy of Oracle's License Definitions and Rules is attached hereto and incorporated by reference.

C. Future Purchases

1. Additional Licenses

a. From the effective date of this ordering document until February 28 2009, you may order the programs (and first year of Software Update License and Support for the programs) at the appropriate license and support fees specified on the attached Price Hold Exhibit, provided (i) such programs are available in production release when ordered; and (ii) you have continuously maintained Software Update License and Support for the program licenses listed in section A.

b. 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 are charged for media and the shipping terms are FCA: Shipping Point, Pre-paid and Add.

D. Other

1. Technical Support Cap

For purposes of this ordering document, 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 second year of technical support, the fee for SULS will not increase over the prior year's fees. If you renew SULS for the same number of licenses for the same programs for the subsequent technical support years 3, 4, and 5, the fee for SULS will not increase by more than 3 % over the prior year's fees.

By signing below, the parties agree that the agreement and this ordering document constitute the entire agreement between the parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions, on the customer's purchase order or elsewhere, shall apply. The offer is valid through 31-MAY-2008 and shall become binding upon execution by you and acceptance by Oracle.

CITY OF EL PASO

Signature _____

Name _____

Title _____

Signature Date _____

Effective Date _____

ORACLE USA, INC.

Signature _____

Name _____

Title _____

Signature Date _____

(to be completed by Oracle) _____

LICENSE DEFINITIONS AND RULES:

To fully understand Customer's license grant, Customer needs to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle programs.

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. For the purposes of counting and licensing the number of Real Time Collaboration users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

Customer: is defined as the customer entity specified on the ordering document. The programs may not be used or accessed for the business operations of any third party, including but not limited to your customers, partners, or your affiliates. There is no limitation on the number of computers on which such programs may be copied, installed and used.

Developer User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. Developer Users may create, modify, view and interact with the programs and documentation.

Employee User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

Monitored User: is defined as an individual who is monitored by an Analytics program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics program, every user of your licensed CRM Sales application program must be licensed. For the purposes of the Human Resources Compensation Analytics program, all of your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / programs) users (individuals) that the program monitors.

Named User Plus: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are

maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Diagnostics Pack for Non-Oracle Middleware and Provisioning Pack, only the users of the third party program that is being managed/monitored are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all users of the middleware and/or database software that support the respective application program are counted for the purpose of determining the number of licenses required.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Oracle Finance Division 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.

Oracle University Knowledge Center Service: is defined as a web based learning environment hosted by Oracle that provides on demand access to either an individual Oracle University training course ("Online Course") or to all (or limited content subsets) of the Oracle University training courses available on the Knowledge Center website ("Passport"). The Oracle University Knowledge Center service is available at <http://www.oracle.com/education/oukc/>, and is made available to you subject to the terms of this agreement and Oracle University's Online Hosting Access Policies, which are located at http://www.oracle.com/education/oukc/hosting_policies.html and may be updated by Oracle from time to time without notice to you. Online Courses and Passports are made available on a membership basis. In the event that any Oracle programs are made available for download as part of the service, then use of such programs is subject to the terms of this agreement. If you acquire the Oracle University Knowledge Center service, the term shall be one year from the effective date of your order.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT THE ORACLE UNIVERSITY KNOWLEDGE CENTER SERVICE WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.

Physical Server: is defined as each physical server on which the programs are installed.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. For the purposes of counting the number of processors which require licensing for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be accessed at <http://oracle.com/contracts>, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .25. For the purposes of counting the number of processors which require licensing for AMD and Intel multicore chips, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .50. For the purposes of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a core processor licensing factor of .75. All cores on all multicore chips for each licensed program for each core processor licensing factor listed above are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a Sun UltraSPARC T1 based server installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50 which is then rounded up to the next whole number which is 2). An Intel or AMD based server installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 7 cores would require 4 processor licenses (7 multiplied by a core processor licensing factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4). Two multicore servers, for hardware platforms not specified above, installed and/or running the program on 10 cores would require 8 processor licenses (10 multiplied by a core processor licensing factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

For the purposes of the following programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Diagnostics Pack for Non-Oracle Middleware and Provisioning Pack, only the processors on which the third party program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all processors on which the middleware and/or database software that support the respective application program are running are counted for the purpose of determining the number of licenses required.

For the Healthcare Transaction Base program, only the processors on which Internet Application Server Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program are running are counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following program: Data Integrator - Target Database, only the processor(s) on which the target database is running are counted for the purpose of determining the number of Target Database licenses required.

For the purposes of the following program: Audit Vault Collection Agent, only the processors of the database sources from which audit data is collected are counted for the purpose of determining the number of licenses required.

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

Real User Experience Insight: You may run only one data repository of the Oracle Real User Experience Insight per server regardless of the number of processors being licensed on the server.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator program.

Rule Set: is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan.

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.

Technical Support: For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, 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 policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

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 4% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

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.

Warehouse Builder Connector: is defined as a software product that connects an Oracle database where the Oracle Warehouse Builder code is deployed, to an external product (e.g., SAP). A unique connector is required for each distinct external product for which the Oracle database is required to interface.

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.

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.

1 Year Hosting Term: A program license specifying a 1 Year Hosting Term 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. A program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A program license specifying a 1 Year Oracle Hosted Term 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. A program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

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.

Failover: Subject to the conditions that follow below, your license for the following programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One), Oracle Database Enterprise Edition Options, Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition), Oracle Internet Application Server Options, Business Intelligence Suite Enterprise Edition Plus, Business Intelligence Server Enterprise Edition and Business Intelligence (Standard Edition or Standard Edition One) includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year.

You are responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Additionally, it may be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.
- The number of TRACE licenses (Rdb Server Option) must match the number of licenses of the associated database.
- The number of Diagnostics Pack and /or Configuration Management Pack licenses must match the number of licenses of the associated Internet Application Server program (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition).
- The number of Service Registry licenses must match the number of licenses of the associated Internet Application Server program (Java Edition, Standard Edition One or Standard Edition).
- The number of Database Enterprise Edition Options and Database Enterprise Management Packs licenses must match the number of licenses of the associated Audit Vault Server.
- The number of Bpel Process Manager Option, Business Activity Monitoring, XML Publisher, Service Registry and SOA Suite for Oracle Middleware licenses must match the number of licenses of the associated Internet Application Server Enterprise Edition program.
- The number of Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing licenses must match the number of licenses of the associated Business Intelligence Server Enterprise Edition program.
- The number of Business Intelligence Server Enterprise license options must match the number of licenses of the associated Business Intelligence Server Enterprise Edition program. The number of Business Intelligence applications observer licenses of the associated Usage Accelerator Analytics program must match the number of licenses of the associated transactional CRM Sales application program.
- The number of Business Intelligence applications observer licenses of the associated Human Resources Compensation Analytics program must match the total number of employees and contractors in your organization.
- Decision Connector for Call Center must be licensed for each call center agent receiving decisions from the Oracle Real-Time Decision Server program.
- Decision Connector for Web must be licensed for each web server Processor receiving decisions from the Oracle Real-Time Decision Server program.
- The number of Intelligent Offer Generation for Call Center Agent licenses must match the number of licenses of the Decision Connector for Call Center program.
- Informatica OEM PowerCenter ETL Server may not be used on a standalone basis or as a standalone ETL tool. The Informatica OEM Power Center ETL Server may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Financial Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program or associated components run, or (iii) a staging database for any of the foregoing. Informatica OEM Power Center ETL Server may also be used where the Oracle Business Intelligence applications programs (excluding Hyperion Financial Performance Management Applications) are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica OEM PowerCenter ETL Server to transform the data.
- Hyperion Data Integration Management, Hyperion Data Integration Management Team Based Development, and the Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel are licensed by Computer. Each Computer license is limited to support the use of up to 8 CPUs and each Computer license must be licensed in increments of 8 CPUs. Each core is recognized as a CPU.

For computers that have more than 8 CPUs, additional Computer licenses must be purchased based upon the amount of CPUs that you are using. For example, if you are using Hyperion Data Integration Management on 12 CPUs, you need to purchase 2 Computer licenses; if you are using Hyperion Data Integration Management on 17 CPUs, you need to purchase 3 Computer licenses. These programs may be used solely in connection with moving data into and out of a Hyperion Data Store(s) (data/metadata repository(ies) delivered with the Hyperion programs.) These programs may not be used to extract data from a non-Hyperion Data Store(s) to load a custom data warehouse (a data warehouse not built solely from data from a Hyperion Data Store(s)). The Hyperion Data Integration Management Computer license allows for such program to 1) connect to the following relational databases only: Oracle, Sybase, IBM DB2, MS SQL Server and 2) source from and write to an unlimited number of flat file/XML files. Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel must be licensed separately to allow Hyperion Data Integration Management to connect to these additional sources.

- When you purchase a license for the Data Warehouse Business Adapter program you must have the appropriate licenses for each operational application used as a source (e.g., Oracle, SAP, PeopleSoft, Siebel). A license to the Data Warehouse Adapter program does not provide a license or the right to use the operational applications, a license to the Data Warehouse Adapter program provides only a connector to them.
- For the TimesTen In-Memory Database, Replication - TimesTen to TimesTen and Cache Connect to Oracle programs, the number of gigabytes (GB) specified in the program name is the maximum size of data store (aggregate of in-memory databases or caches on a single computer system or node in a cluster of servers) irrespective of the number of processors licensed. You may not exceed the specified GB data store limitation unless you acquire additional licenses from Oracle.
- The number of processor licenses and the maximum data store size for the TimesTen In-Memory Database options must match the number of processor licenses and the maximum data store size for the associated TimesTen In-Memory Database.
- The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.
- The license for the Hyperion Planning – System 9 programs includes a limited use license for both the Hyperion Essbase – System 9 and Hyperion Financial Reporting - System 9 programs. Such limited use license means that the Hyperion Essbase – System 9 and Hyperion Financial Reporting - System 9 programs may only be used to access data from the Hyperion Planning – System 9 program. Specifically, the Hyperion Essbase – System 9 program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning – System 9 program and the Aggregate Storage option component of the Hyperion Essbase – System 9 program may not be used.

If you purchase Named User Plus licenses for the programs listed below, you must maintain the following user minimums and user maximums:

Program: Named User Plus Minimum

Oracle Database Enterprise Edition: 25 Named Users Plus per Processor
 Rdb Enterprise Edition: 25 Named Users Plus per Processor
 CODASYL DBMS: 25 Named Users Plus per Processor
 TopLink and Application Development Framework: 10 Named Users Plus per Processor
 Internet Application Server Java Edition: 10 Named Users Plus per Processor*
 Internet Application Server Standard Edition: 10 Named Users Plus per Processor*
 Internet Application Server Enterprise Edition: 10 Named Users Plus per Processor*
 BPEL Process Manager: 10 Named Users Plus per Processor
 Portal: 10 Named Users Plus per Processor
 Integration: 10 Named Users Plus per Processor
 Forms and Reports: 10 Named Users Plus per Processor
 Web Services Manager: 10 Named Users Plus per Processor
 XML Publisher: 10 Named Users Plus per Processor
 Virtual Directory: 10 Named Users Plus per Processor
 SOA Suite for Non Oracle Middleware: 10 Named Users Plus per Processor
 Business Activity Monitoring for Non Oracle Middleware: 10 Named Users Plus per Processor
 Fusion Middleware for PeopleSoft: 10 Named Users Plus per Processor
 Fusion Middleware for SAP: 10 Named Users Plus per Processor
 Business Intelligence Standard Edition: 10 Named Users Plus per Processor
 Universal Content Management: 10 Named Users Plus per Processor
 Imaging and Process Management: 10 Named Users Plus per Processor
 Content Conversion Server: 10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the program is installed on a one processor machine that allows for a maximum of one user per program.

Program: Named User Plus Maximum

Personal Edition: 1 Named User Plus per database

Business Intelligence Standard Edition One: 50 Named Users Plus

The number of licenses for the programs listed below must match the number of licenses of the associated database and if you purchase Named User Plus licenses for these programs, you must maintain, at a minimum, 25 Named Users Plus per Processor per associated database.

Database Enterprise Edition Options - Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Content Database Suite, Records Database, Database Vault, Warehouse Builder Enterprise ETL, Warehouse Builder Data Quality, Active Data Guard, Real Application Testing, Advanced Compression, Total Recall

Database Enterprise Management Packs - Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack and Provisioning Pack for DB

PRICE HOLD
EXHIBIT A

Program	Quantity	License Fee	Software Update License & Support Fee
Oracle Database Enterprise Edition - Processor Perpetual	1	20,000.00	4,400.00
Real Application Clusters - Processor Perpetual	1	10,000.00	2,200.00
Diagnostics Pack - Processor Perpetual	1	1,500.00	330.00
Tuning Pack - Processor Perpetual	1	1,500.00	330.00
Change Management Pack - Processor Perpetual	1	1,500.00	330.00

Identity Manager Connector - Microsoft SQL - Connector Perpetual	1	
License		11,880.00
Software Update License & Support		2,613.60

Other Fees		
Oracle® Database Media Pack for Microsoft Windows (32-bit)		60.00
Oracle® Application Server Media Pack for Microsoft Windows (32-bit)		60.00

	Net Fee
Oracle Programs License Fees	289,400.00
Oracle Programs Support Fees	63,668.00
Other Fees	120.00
Net Fee	353,188.00
Total Fees	353,188.00

** only the license fees to be financed*

B. General Terms

1. Commencement Date

All program licenses and the period of performance for all services are effective upon shipment of tangible media or upon the effective date of this ordering document if shipment of tangible media is not required.

2. Fees, Invoicing, and Payment Obligation

- a. All fees due under this ordering document shall be non-cancellable and the sums paid nonrefundable, except as provided in the agreement.
- b. License fees are invoiced as of the commencement date. Service fees are invoiced after performance of the service; specifically, technical support fees are invoiced quarterly in arrears.
- c. In addition to the fees listed in section A, Oracle will invoice you for any applicable shipping charges or applicable taxes.
- d. In entering into payment obligations under this ordering document, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, 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 for any program licensed under this ordering document, per the terms of this ordering document and the agreement.

3. 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 section A. Through the Internet URL, you can access and electronically download to your location the software and related documentation for each program listed in section A. Provided that you have continuously maintained technical support for the programs listed in section A, you may continue to download the software and related program documentation for the programs listed in section A. 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. Oracle will deliver the tangible media on the particular hardware/operating system combination(s) listed in section A to the address specified by you on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified on page 1 of this ordering document. Each media pack consists of 1 copy of the software media and 1 set of program documentation (in the form generally available) for each program included in the media pack. 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. You acknowledge that Oracle's delivery obligation under this ordering document is met by the provision of the electronic delivery web site URL.

You acknowledge that Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise.

b. You shall be responsible for installation of the software.

4. Source Code

Oracle may deliver source code as part of its standard delivery for particular programs; all source code delivered by Oracle is subject to the terms of the agreement, ordering document and program documentation.

5. Segmentation

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.

6. Order of Precedence

In the event of any inconsistencies between the agreement and this ordering document, this ordering document shall take precedence.

7. 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 entity.

8. Territory

The program licenses and services described in section A are for use in the U.S.

9. Oracle's License Definitions and Rules

A copy of Oracle's License Definitions and Rules is attached hereto and incorporated by reference.

C. Future Purchases

1. Additional Licenses

a. From the effective date of this ordering document until February 28 2009, you may order the programs (and first year of Software Update License and Support for the programs) at the appropriate license and support fees specified on the attached Price Hold Exhibit, provided (i) such programs are available in production release when ordered; and (ii) you have continuously maintained Software Update License and Support for the program licenses listed in section A.

b. 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 are charged for media and the shipping terms are FCA: Shipping Point, Pre-paid and Add.

D. Other

1. Technical Support Cap

For purposes of this ordering document, 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 second year of technical support, the fee for SULS will not increase over the prior year's fees. If you renew SULS for the same number of licenses for the same programs for the subsequent technical support years 3, 4, and 5, the fee for SULS will not increase by more than 3 % over the prior year's fees.

2. Open Market Order

You agree that the products in section A above are an Open Market order placed pursuant to the terms and conditions of Texas DIR#: DIR-VPC-03-018. Both parties agree that: (i) the transaction is to be omitted from Oracle's transaction report to DIR and (ii) there is no 2% administrative fee accruing or due on the non-listed products covered this "open market" order.

3. Linked Order

The discounts offered to you under this ordering document are contingent upon execution by you and acceptance by Oracle of the ordering document marked with the reference number 2616670, equaling net fees of \$1,300,032.00. For administrative purposes these two transactions have been placed on separate ordering documents.

By signing below, the parties agree that the agreement and this ordering document constitute the entire agreement between the parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions, on the customer's purchase order or elsewhere, shall apply. The offer is valid through 31-MAY-2008 and shall become binding upon execution by you and acceptance by Oracle.

CITY OF EL PASO

Signature _____
Name _____
Title _____
Signature Date _____
Effective Date (to be completed by Oracle) _____

ORACLE USA, INC.

Signature _____
Name _____
Title _____
Signature Date _____

LICENSE DEFINITIONS AND RULES:

To fully understand Customer's license grant, Customer needs to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle programs.

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. For the purposes of counting and licensing the number of Real Time Collaboration users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

Customer: is defined as the customer entity specified on the ordering document. The programs may not be used or accessed for the business operations of any third party, including but not limited to your customers, partners, or your affiliates. There is no limitation on the number of computers on which such programs may be copied, installed and used.

Developer User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. Developer Users may create, modify, view and interact with the programs and documentation.

Employee User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

Monitored User: is defined as an individual who is monitored by an Analytics program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics program, every user of your licensed CRM Sales application program must be licensed. For the purposes of the Human Resources Compensation Analytics program, all of your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / programs) users (individuals) that the program monitors.

Named User Plus: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum

number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Diagnostics Pack for Non-Oracle Middleware and Provisioning Pack, only the users of the third party program that is being managed/monitored are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all users of the middleware and/or database software that support the respective application program are counted for the purpose of determining the number of licenses required.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Oracle Finance Division 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.

Oracle University Knowledge Center Service: is defined as a web based learning environment hosted by Oracle that provides on demand access to either an individual Oracle University training course ("Online Course") or to all (or limited content subsets) of the Oracle University training courses available on the Knowledge Center website ("Passport"). The Oracle University Knowledge Center service is available at <http://www.oracle.com/education/oukc/>, and is made available to you subject to the terms of this agreement and Oracle University's Online Hosting Access Policies, which are located at http://www.oracle.com/education/oukc/hosting_policies.html and may be updated by Oracle from time to time without notice to you. Online Courses and Passports are made available on a membership basis. In the event that any Oracle programs are made available for download as part of the service, then use of such programs is subject to the terms of this agreement. If you acquire the Oracle University Knowledge Center service, the term shall be one year from the effective date of your order.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT THE ORACLE UNIVERSITY KNOWLEDGE CENTER SERVICE WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.

Physical Server: is defined as each physical server on which the programs are installed.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. For the purposes of counting the number of processors which require licensing for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be accessed at <http://oracle.com/contracts>, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .25. For the purposes of counting the number of processors which require licensing for AMD and Intel multicore chips, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .50. For the purposes of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a core processor licensing factor of .75. All cores on all multicore chips for each licensed program for each core processor licensing factor listed above are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a Sun UltraSPARC T1 based server installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50 which is then rounded up to the next whole number which is 2). An Intel or AMD based server installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 7 cores would require 4 processor licenses (7 multiplied by a core processor licensing factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4). Two multicore servers, for hardware platforms not specified above, installed and/or running the program on 10 cores would require 8 processor licenses (10 multiplied by a core processor licensing factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

For the purposes of the following programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Diagnostics Pack for Non-Oracle Middleware and Provisioning Pack, only the processors on which the third party program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for

Siebel, and Application Management Pack for PeopleSoft Enterprise, all processors on which the middleware and/or database software that support the respective application program are running are counted for the purpose of determining the number of licenses required.

For the Healthcare Transaction Base program, only the processors on which Internet Application Server Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program are running are counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following program: Data Integrator - Target Database, only the processor(s) on which the target database is running are counted for the purpose of determining the number of Target Database licenses required.

For the purposes of the following program: Audit Vault Collection Agent, only the processors of the database sources from which audit data is collected are counted for the purpose of determining the number of licenses required.

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

Real User Experience Insight: You may run only one data repository of the Oracle Real User Experience Insight per server regardless of the number of processors being licensed on the server.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator program.

Rule Set: is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan.

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.

Technical Support: For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, 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 policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

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 4% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of

licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

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.

Warehouse Builder Connector: is defined as a software product that connects an Oracle database where the Oracle Warehouse Builder code is deployed, to an external product (e.g., SAP). A unique connector is required for each distinct external product for which the Oracle database is required to interface.

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.

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.

1 Year Hosting Term: A program license specifying a 1 Year Hosting Term 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. A program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A program license specifying a 1 Year Oracle Hosted Term 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. A program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

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.

Failover: Subject to the conditions that follow below, your license for the following programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One), Oracle Database Enterprise Edition Options, Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition), Oracle Internet Application Server Options, Business Intelligence Suite Enterprise Edition Plus, Business Intelligence Server Enterprise Edition and Business Intelligence (Standard Edition or Standard Edition One) includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year.

You are responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Additionally, it may be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.

- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.
- The number of TRACE licenses (Rdb Server Option) must match the number of licenses of the associated database.
- The number of Diagnostics Pack and /or Configuration Management Pack licenses must match the number of licenses of the associated Internet Application Server program (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition).
- The number of Service Registry licenses must match the number of licenses of the associated Internet Application Server program (Java Edition, Standard Edition One or Standard Edition).
- The number of Database Enterprise Edition Options and Database Enterprise Management Packs licenses must match the number of licenses of the associated Audit Vault Server.
- The number of Bpel Process Manager Option, Business Activity Monitoring, XML Publisher, Service Registry and SOA Suite for Oracle Middleware licenses must match the number of licenses of the associated Internet Application Server Enterprise Edition program.
- The number of Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing licenses must match the number of licenses of the associated Business Intelligence Server Enterprise Edition program.
- The number of Business Intelligence Server Enterprise license options must match the number of licenses of the associated Business Intelligence Server Enterprise Edition program. The number of Business Intelligence applications observer licenses of the associated Usage Accelerator Analytics program must match the number of licenses of the associated transactional CRM Sales application program.
- The number of Business Intelligence applications observer licenses of the associated Human Resources Compensation Analytics program must match the total number of employees and contractors in your organization.
- Decision Connector for Call Center must be licensed for each call center agent receiving decisions from the Oracle Real-Time Decision Server program.
- Decision Connector for Web must be licensed for each web server Processor receiving decisions from the Oracle Real-Time Decision Server program.
- The number of Intelligent Offer Generation for Call Center Agent licenses must match the number of licenses of the Decision Connector for Call Center program.
- Informatica OEM PowerCenter ETL Server may not be used on a standalone basis or as a standalone ETL tool. The Informatica OEM Power Center ETL Server may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Financial Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program or associated components run, or (iii) a staging database for any of the foregoing. Informatica OEM Power Center ETL Server may also be used where the Oracle Business Intelligence applications programs (excluding Hyperion Financial Performance Management Applications) are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica OEM PowerCenter ETL Server to transform the data.
- Hyperion Data Integration Management, Hyperion Data Integration Management Team Based Development, and the Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel are licensed by Computer. Each Computer license is limited to support the use of up to 8 CPUs and each Computer license must be licensed in increments of 8 CPUs. Each core is recognized as a CPU. For computers that have more than 8 CPUs, additional Computer licenses must be purchased based upon the amount of CPUs that you are using. For example, if you are using Hyperion Data Integration Management on 12 CPUs, you need to purchase 2 Computer licenses; if you are using Hyperion Data Integration Management on 17 CPUs, you need to purchase 3 Computer licenses. These programs may be used solely in connection with moving data into and out of a Hyperion Data Store(s) (data/metadata repository(ies) delivered with the Hyperion programs.) These programs may not be used to extract data from a non-Hyperion Data Store(s) to load a custom data warehouse (a data warehouse not built solely from data from a Hyperion Data Store(s)). The Hyperion Data Integration Management Computer license allows for

such program to 1) connect to the following relational databases only: Oracle, Sybase, IBM DB2, MS SQL Server and 2) source from and write to an unlimited number of flat file/XML files. Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel must be licensed separately to allow Hyperion Data Integration Management to connect to these additional sources.

- When you purchase a license for the Data Warehouse Business Adapter program you must have the appropriate licenses for each operational application used as a source (e.g., Oracle, SAP, PeopleSoft, Siebel). A license to the Data Warehouse Adapter program does not provide a license or the right to use the operational applications, a license to the Data Warehouse Adapter program provides only a connector to them.
- For the TimesTen In-Memory Database, Replication - TimesTen to TimesTen and Cache Connect to Oracle programs, the number of gigabytes (GB) specified in the program name is the maximum size of data store (aggregate of in-memory databases or caches on a single computer system or node in a cluster of servers) irrespective of the number of processors licensed. You may not exceed the specified GB data store limitation unless you acquire additional licenses from Oracle.
- The number of processor licenses and the maximum data store size for the TimesTen In-Memory Database options must match the number of processor licenses and the maximum data store size for the associated TimesTen In-Memory Database.
- The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.
- The license for the Hyperion Planning – System 9 programs includes a limited use license for both the Hyperion Essbase – System 9 and Hyperion Financial Reporting - System 9 programs. Such limited use license means that the Hyperion Essbase – System 9 and Hyperion Financial Reporting - System 9 programs may only be used to access data from the Hyperion Planning – System 9 program. Specifically, the Hyperion Essbase – System 9 program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning – System 9 program and the Aggregate Storage option component of the Hyperion Essbase – System 9 program may not be used.

If you purchase Named User Plus licenses for the programs listed below, you must maintain the following user minimums and user maximums:

Program: Named User Plus Minimum

Oracle Database Enterprise Edition: 25 Named Users Plus per Processor
Rdb Enterprise Edition: 25 Named Users Plus per Processor
CODASYL DBMS: 25 Named Users Plus per Processor
TopLink and Application Development Framework: 10 Named Users Plus per Processor
Internet Application Server Java Edition: 10 Named Users Plus per Processor*
Internet Application Server Standard Edition: 10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition: 10 Named Users Plus per Processor*
BPEL Process Manager: 10 Named Users Plus per Processor
Portal: 10 Named Users Plus per Processor
Integration: 10 Named Users Plus per Processor
Forms and Reports: 10 Named Users Plus per Processor
Web Services Manager: 10 Named Users Plus per Processor
XML Publisher: 10 Named Users Plus per Processor
Virtual Directory: 10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware: 10 Named Users Plus per Processor
Business Activity Monitoring for Non Oracle Middleware: 10 Named Users Plus per Processor
Fusion Middleware for PeopleSoft: 10 Named Users Plus per Processor
Fusion Middleware for SAP: 10 Named Users Plus per Processor
Business Intelligence Standard Edition: 10 Named Users Plus per Processor
Universal Content Management: 10 Named Users Plus per Processor
Imaging and Process Management: 10 Named Users Plus per Processor
Content Conversion Server: 10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the program is installed on a one processor machine that allows for a maximum of one user per program.

Program: Named User Plus Maximum

Personal Edition: 1 Named User Plus per database
Business Intelligence Standard Edition One: 50 Named Users Plus

The number of licenses for the programs listed below must match the number of licenses of the associated database and if you purchase Named User Plus licenses for these programs, you must maintain, at a minimum, 25 Named Users Plus per Processor per associated database.

Database Enterprise Edition Options - Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Content Database Suite, Records Database, Database Vault, Warehouse Builder Enterprise ETL, Warehouse Builder Data Quality, Active Data Guard, Real Application Testing, Advanced Compression, Total Recall

Database Enterprise Management Packs - Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack and Provisioning Pack for DB

EXHIBIT A

PRICE HOLD

Program	Quantity	License Fee	Software Update License & Support Fee
Configuration Management Pack - Processor Perpetual	1	1,500.00	330.00
Identity and Access Management Suite - Employee User	1	40.00	8.80
Oracle Enterprise Single Sign-On Suite - Named User Plus	1	30.00	6.60
Oracle Business Intelligence Suite Enterprise Edition Plus – Processor Perpetual	1	127,500.00	28,050.00
Enterprise Content Management Suite – Processor Perpetual	1	75,000.00	16,500.00