

# ORACLE

## SOFTWARE LICENSE AND SERVICES AGREEMENT

Client: Monterey County Water Resource Agency  
 Address: 855 East Laurel  
 Salinas, CA 93902

Purchase Order No: POEF 3/R93020810  
 Purchase Order Date:  
 Oracle's Contract No: 1-1025924  
 Number of Training Units: -2-

Products and Services	Level +	Fees ++	License or Service I.D.#
Oracle RDBMS (8 Users)	I	\$ 6,400.00	CSI# 518276
transaction processing option	I	1,280.00	
SQL*Forms	I	1,920.00	
SQL*Reportwriter	I	1,920.00	
SQL*Plus	I	1,600.00	
SQL*Mem	I	960.00	
Pro*FORTRAN	I	960.00	
SQL*Net	I	1,280.00	
TCP/IP Driver	I	960.00	
(8) SQL*Net TCP/IP Driver for MS-DOS	I	2,392.00	
Total License Fees		\$ 19,672.00	
Less 10% Discount		(1,967.20)	
<b>GRAND TOTAL</b>		<b>\$ 17,704.80</b>	

Quote valid through December 30, 1991.

+ (I) Initial (A) Additional (E) Educational (D) Development (S) Annual Standard Technical Support (U) Annual Software Update Rights  
 ++ Where no fee is indicated for Technical Support Services, the applicable fee will be due in arrears.

Designated CPU: Make/Model: IBM RS6000/320  
 Operating System: AIX  
 Serial #:

CPU Location:

Media Type: 1/4" Cartridge / 5 1/4" MS-DOS Media

Additional Programs running on CPUs other than indicated above must be acquired on a separate Oracle Order Form.

Applicable taxes will be billed to Client unless exemption is certified. ( ) Check if Non-taxable

Contract Administrator  
 Name: Matt Zidar  
 Address: Same As Above

Technical Support Contact  
 Name:  
 Address:

Phone: (408) 755-4860

Phone:

Billing/Accounts Payable Contact

Shipping Contact

Name:  
Address:

Name:  
Address:

Phone:

Phone:

Special Notes: In order to expedite the processing of orders placed pursuant this Agreement, Client hereby acknowledges as binding documents equivalent to original documents, "Transmitted Copies" of orders which reference this Agreement. "Transmitted Copies" shall mean: order forms, order letters or purchase orders which do not contain any modifications or amendments to the referenced Agreement; which are copied or reproduced and transmitted to Oracle via photocopy, facsimile, or any other process which accurately reproduces and transmits the original documents; and which are accepted by Oracle Corporation.

A minimum shipping and handling fee of \$18 applies. Overnight delivery available at an extra charge.  
 Technical Support fees shall be due and payable annually in advance.

Executed by Client:

Executed by Oracle Corporation

Signature: Lauran L. Howard  
 Name: LAURAN L. HOWARD  
 Title: ASSIST. GEN. MANAGER

Signature: Kevin A. Wion  
 Name: Kevin A. Wion  
 Title: Director of Contracts

The Effective Date of this Agreement shall be DEC 30, 1991  
 This order is placed subject to the terms and conditions above and on the following pages.  
 Tapes will be 1600 BPI unless otherwise specified

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## TERMS AND CONDITIONS

Oracle Corporation (Oracle) and the Client identified on the Signature Page hereby agree that the following terms and conditions will apply to each license granted and to all services provided under this Agreement.

### I. DEFINITIONS

- 1.1. "Program" or "Programs" shall mean the computer software owned or distributed by Oracle for which Client is granted a license pursuant to this Agreement, and the related documentation, instructions, user's guides, and subsequent updates, whether in printed or machine readable form.
- 1.2. "Order Form" shall mean Oracle's standard form for ordering Program licenses and services. When completed and signed by both parties, the Order Forms (including the Signature Page of this Agreement) shall document the Program licenses which have been granted and the services which are to be provided under this Agreement.
- 1.3. "Price List" shall mean Oracle's standard fee schedule that is in effect when a Program license or any other products or services are ordered by Client.
- 1.4. "Mainframe" shall refer to those computers designated as minicomputers or mainframe computers in the Price List. "Microcomputer" shall refer to those computers designated in the Price List as microcomputers or supermicrocomputers.
- 1.5. "Supported License" shall mean a license for which Client has ordered Technical Support for the relevant time period.
- 1.6. "Commencement Date" shall mean the date on which the Programs are delivered to Client, or if no delivery is necessary, the Effective Date set forth on the relevant Order Form.

### II. PROGRAM LICENSE

#### 2.1. Rights Granted

- A. Oracle hereby grants to Client a nonexclusive license to use the Programs Client obtains pursuant to this Agreement, as follows:
  - i. to use the Programs solely for Client's own internal data processing operations on the specific CPU designated in the relevant Order Form or on a backup CPU if the designated CPU is inoperative. Client may not use the Programs for commercial time-sharing, rental, or service bureau use;
  - ii. to copy the Programs for archival or backup purposes. All archival and backup copies of the Programs are subject to the provisions of this Agreement, and all titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies; and
  - iii. to modify the Programs, or combine them with other software products, provided that the Programs or such portions thereof included in such derivative software products remain subject to the provisions of this Agreement.
- B. Client agrees not to cause or permit the reverse engineering, disassembly, or decompilation of the Programs.
- C. By virtue of this Agreement, Client acquires only the right to use the Programs and does not acquire any rights of ownership. All rights, title, and interest in the Programs shall at all times remain the property of Oracle or Oracle's licensor.

#### 2.2. Acceptance of Program

For each Supported Mainframe Program delivered under this Agreement, Client shall have a 15-day Acceptance Period in which to evaluate the Programs. During the Acceptance Period, Client may cancel the license by giving written notice to Oracle and returning the Programs in accordance with Paragraph 4.6 below. Unless such cancellation notice is given, the license will be deemed to have been accepted by Client at the end of the Acceptance Period.

#### 2.3. Transfer and Assignment

- A. Within the United States, a Program may be transferred to a CPU of like configuration, or the designated CPU may be transferred to another location within Client's organization, upon written notice to Oracle. Transfer of a Program outside the United States shall be permitted only with Oracle's prior written consent. A transfer to a larger system, or to a different operating system, is subject to a transfer fee as specified in the Price List.
- B. The rights granted herein are restricted for use solely by Client and may not be assigned or transferred to a third party without the prior written permission of Oracle, which consent shall not be unreasonably withheld.

#### 2.4. Documentation

Oracle will provide Client with relevant user documentation as specified in the Price List. Copying of the documentation, user guides, and other reference materials is not permitted unless Oracle consents in writing to such copying.

#### 2.5. Verification

On Oracle's reasonable request, but not more frequently than annually, Client shall furnish Oracle with a signed statement (a) verifying that the Programs are being used pursuant to the provisions of this Agreement; and (b) listing the location, type, and (except for Microcomputer Program licenses) serial number of any and all CPUs on which the Programs are run.

### III. TECHNICAL SERVICES

#### 3.1. Technical Support Services

Applicable Technical Support ordered by Client will be provided in accordance with Oracle's Software Support Policies at applicable fees.

#### 3.2. Renewal of Support Services

- A. Oracle will notify Client before the Technical Support is scheduled to expire. Technical Support will terminate unless Client renews Technical Support for the next year under Oracle's then-current policies.
- B. Oracle may, where appropriate, prorate Technical Support fees so that Technical Support for all Programs on a single CPU are renewable on the same date, even if all the Programs were not ordered at the same time.
- C. Reinstatement of lapsed Technical Support Services is subject to the fees specified in the Price List.

#### 3.3. Consulting Services

Oracle will provide consulting services ordered by Client under the terms and conditions of this Agreement and any relevant Price List or work order.

#### 3.4. Installation and Training

At Client's request, Oracle will provide remote assistance in the installation of each Program under a Supported License. Training Units that are provided with Supported Licenses, as indicated in the Price List and reflected on the relevant Order Form, are valid for one year from the Commencement Date.

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**3.5. Rights to Developments**

This Agreement will govern Client's use of any enhancements, data, and information provided by Oracle in the course of providing any technical or consulting services. Any ideas, know-how, techniques, and software which may be developed by Oracle, including any enhancements or modifications made to the Programs, shall be the property of Oracle.

**3.6. Incidental Expenses**

With respect to any onsite services requested by Client, Client shall reimburse Oracle for actual, reasonable travel and out-of-pocket expenses incurred, plus an administrative fee of 15% of such amount.

**IV. TERM AND TERMINATION****4.1. Term**

This Agreement and each license granted hereunder shall remain in effect perpetually (if not otherwise specified on the Order Form), unless terminated as provided in Paragraph 4.2 or 4.3 below.

**4.2. Termination by Client**

Client may terminate this Agreement or any license at any time.

**4.3. Termination by Oracle**

Oracle may terminate this Agreement or any license upon written notice if Client breaches this Agreement and fails to correct the breach within 30 days following written notice specifying the breach.

**4.4. Effect of Termination**

Termination of this Agreement or any license shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall such termination relieve Client's obligation to pay all fees that accrued prior to such termination.

**4.5. Return of Programs Upon Termination**

If a license granted in this Agreement expires or otherwise terminates, Client shall (a) cease using the applicable Programs, and (b) certify to Oracle within one month after termination that Client has destroyed or has returned to Oracle the Programs and all copies. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

Prior to returning Programs to Oracle, Client shall acquire a Return Material Authorization number from Oracle RMA Department at (415) 598-9000.

**V. WARRANTIES, REMEDIES, LIMITATION OF LIABILITY****5.1. Infringement Indemnity**

Oracle will defend and indemnify Client against a claim that Programs furnished and used within the scope of this Agreement infringe a United States copyright or patent, provided that: (a) Client notifies Oracle in writing within 30 days of the claim, (b) Oracle has sole control of the defense and all related settlement negotiations, and (c) Client provides Oracle with the assistance, information, and authority necessary to perform the above; reasonable out-of-pocket expenses incurred by Client in providing such assistance will be reimbursed by Oracle.

Oracle shall have no liability for any claim of infringement based on: (a) use of a superseded or altered release of Programs if such infringement would have been avoided by the use of a current unaltered release of the Programs that Oracle provides to Client; or (b) the combination, operation,

or use of any Programs furnished under this Agreement with programs or data not furnished by Oracle if such infringement would have been avoided by the use of the Programs without such programs or data.

In the event the Programs are held or are believed by Oracle to infringe, Oracle shall have the option, at its expense, to (a) modify the Programs to be noninfringing, (b) obtain for Client a license to continue using the Programs, or (c) terminate the license for the infringing Programs and refund the license fees paid for those Programs, prorated over a five-year term from the Commencement Date. This Paragraph 5.1 states Oracle's entire liability for infringement.

**5.2. Warranties and Disclaimers****A. Warranties****i. Program License Warranties**

For each Supported License, Oracle warrants for a period of one year from the Commencement Date that the Programs, unless modified by Client, will perform the functions described in the documentation provided by Oracle when operated on the designated hardware and operating system. Oracle will undertake to correct any reported error condition in accordance with its Software Support Policies.

Oracle does not warrant that the Programs will meet Client's requirements, that the Programs will operate in the combinations which Client may select for use, that the operation of the Programs will be uninterrupted or error-free, or that all Program errors will be corrected.

If Client does not obtain Technical Support Services, the Programs are distributed "as is."

**ii. Media Warranty**

Oracle warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for 90 days from the Commencement Date. During the 90-day period, Client may return defective media to Oracle and it will be replaced without charge. Replacement of media is Client's sole remedy in the event of a media defect.

**iii. Services Warranty**

Oracle warrants that its technical and consulting services will be of a professional quality conforming to generally accepted industry standards and practices. This warranty shall be valid for 90 days from completion of service.

**B. Limitations on Warranties**

i. The warranties above are exclusive and in lieu of all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

ii. As an accommodation to Client, Oracle may supply Client with preproduction releases of Programs, labeled "Alpha" or "Beta." These releases are not suitable for production use. Oracle does not warrant preproduction releases; these releases are distributed "as is."

**5.3. Exclusive Remedies**

For any breach of the warranties contained in Paragraph 5.2 above, Client's exclusive remedy, and Oracle's entire liability, shall be:

**A. For Programs**

The correction of Program errors or replacement of Program media. If Oracle is unable to make the Programs operate as warranted, Client shall be entitled to recover the applicable license fees paid to Oracle.

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**B. For Services**

The reperformance of the services. If Oracle is unable to perform the services as warranted, Client shall be entitled to recover the fees paid to Oracle for the deficient services.

**6.A. Limitation of Liability**

In no event shall either party be liable for any indirect, incidental, special or consequential damages, including loss of profits, revenue, data, or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages. Oracle's liability for damages hereunder shall in no event exceed the amount of fees paid by Client under this Agreement, and if such damages result from Client's use of the Program, such liability shall be limited to license fees paid, prorated over a five-year term from the Commencement Date of the relevant license.

The provisions of this Article V allocate the risks under this Agreement between Oracle and Client. Oracle's pricing reflects this allocation of risk and the limitation of liability specified herein.

**VI. PAYMENT PROVISIONS****6.1. Invoicing and Payment**

A. Invoices for payment of license fees shall be payable on the Commencement Date. Technical Support Fees and all other applicable fees shall be payable when invoiced. All fees shall be deemed overdue if they remain unpaid 31 days after they become payable.

B. Fees for applicable Technical Support shall be due (a) in arrears for Mainframe Program Licenses, and (b) in advance for Microcomputer Program Licenses. Such fees will be those in effect at the beginning of the period for which the fees are paid. If Client's procedures require that an invoice be submitted against a purchase order before payment can be made, Client will be responsible for issuing such purchase order 30 days before the payment due date.

**6.2. Taxes**

The fees listed in this Agreement do not include taxes; if Oracle is required to pay sales, use, property, value-added, or other federal, state or local taxes based on the licenses granted in this Agreement or on Client's use of Programs, then such taxes shall be billed to and paid by Client; this shall not apply to taxes based on Oracle's income.

**VII. GENERAL TERMS****7.1. Nondisclosure**

By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the Programs and all information clearly marked as confidential.

A party's Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the other party; or (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; or (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. Results of benchmark tests run by Client may not be disclosed unless Oracle consents to such disclosure in writing.

The parties agree, both during the term of this Agreement and for a period of two years after termination of this Agreement and of all licenses granted hereunder, to hold each

other's Confidential Information in confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement.

**7.2. Governing Law**

This Agreement shall be governed by the laws of the State of California, and shall be deemed to be executed in Belmont, California.

**7.3. Jurisdiction**

In any legal action relating to this Agreement Client agrees (a) to the exercise of jurisdiction over it by a state or federal court in San Francisco or San Mateo County, California; and (b) that if Client brings the action, it shall be instituted in one of the courts specified in subparagraph (a) above. Oracle may institute legal action in any appropriate jurisdiction.

**7.4. Notice**

All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the first address listed in the relevant Order Form (if to Client) or to the Oracle address on the Order Form (if to Oracle).

**7.5. Severability**

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

**7.6. Waiver**

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

**7.7. Export Administration**

If the Programs are for use outside the United States, Client agrees to comply fully with all relevant regulations of the United States Department of Commerce and with the United States Export Administration Act to assure that the Programs and media are not exported in violation of United States law.

**7.8. Entire Agreement**

This Agreement constitutes the complete agreement between the parties and supersedes all previous agreements or representations, written or oral, with respect to the Programs and services specified herein. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

It is expressly agreed that any terms and conditions of Client's purchase order shall be superseded by the terms and conditions of this Agreement. This Agreement shall also supersede the terms of any unsigned license agreement included in a package for Oracle-furnished Microcomputer software.

# ORACLE

Oracle Corporation  
20 Davis Drive  
Belmont, CA 94002

(415) 598-8000, TELEX 171437

Oracle is a registered trademark of Oracle Corporation.  
13006-0488

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*[Handwritten Signature]*

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Oracle RDBMS (8 Users)	6,400.00	
<del>Transaction Processing Option</del>	1,280.00	
SQL*Forms	1,920.00	
SQL*Reportwriter	1,920.00	
SQL*Plus	1,600.00	
SQL*Menu	960.00	
Pro*FORTRAN	960.00	
SQL*Net	1,280.00	
TCP/IP Driver	960.00	
SQL*Net TCP/IP Driver for MS-DOS	2,392.00	
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Total License Fees	19,672.00	
Less Discount	(1,967.20)	10%
Total	17,704.80	
Tax	1,372.12	
Shipping	18.00	
Grand Total	19,094.92	

Make/Model: IBM RS 6000/320  
 Operating System: AIX  
 Media: 0.25" Cartridge/5.25" MS-DOS Media

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# MONTEREY COUNTY

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## WATER RESOURCES AGENCY



855 E. LAUREL DRIVE (BLDG. G)  
SALINAS, CA 93905  
(408) 755-4860  
TELEFAX (408) 424-7935

WILLIAM F. HURST  
GENERAL MANAGER

MAILING ADDRESS  
PO BOX 930  
SALINAS, CA 93902-0930

December 26, 1991

Mr. Marshall J. Leisten  
Senior Account Executive  
Oracle Corporation  
500 Oracle Parkway  
M/S 659309  
Redwood Shores, CA 94065

SUBJECT: ORACLE SOFTWARE FOR RS6000

Dear Mr. Leisten:

I have enclosed for your review two originals of the software and services agreement for Oracle software to be used on an IBM RS6000/320 with an AIX operating system. Purchase order number R93020810 in the amount of \$19,094.92 is being processed. Please return a signed original of the software and services agreement for our files. All 6 pages of the agreement need to be initialed.

Please call if you need any additional information.

Yours truly,

Lauran L. Howard  
Assistant General Manager



25-Jun-12

Jim Bergstrom  
MONTEREY COUNTY  
INFORMATION SYSTEMS  
1590 MOFFETT STREET  
SALINAS  
CA 93905  
United States

Dear Jim Bergstrom

The technical support services and benefits provided under service contract number 3442618 will expire, or have expired, on 25-Oct-12. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may describe services that you have ordered that are in addition to the services that you are renewing.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number 3442618, please order the technical support services on this ordering document by issuing a form of payment acceptable to Oracle in accordance with the attached Order Processing Details section on or before 24-Sep-12.

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

Regards,

Ann Tran  
Oracle Support Services  
E-mail: [ann.tran@oracle.com](mailto:ann.tran@oracle.com)  
Tel.: 408.556.4833  
Fax: 408.556.4833



## Ordering Document

<b>Service Contract #:</b> 3442618	<b>Renewal Contact:</b> Ann Tran
<b>Offer Expires:</b> 25-Oct-12	
<b>Payment Terms:</b> 30 NET from date of invoice	<b>Telephone:</b> 408.556.4833
<b>Billing Terms:</b> Quarterly in Arrears	<b>Fax:</b> 408.556.4833
	<b>E-mail:</b> ann.tran@oracle.com
<b>CUSTOMER: MONTEREY COUNTY</b>	
<b>QUOTE TO</b>	<b>BILL TO</b>
<b>Account Contact:</b> Jim Bergstrom	<b>Account Contact:</b> Accounts Payable
<b>Account Name:</b> MONTEREY COUNTY	<b>Account Name:</b> MONTEREY COUNTY
<b>Address:</b> INFORMATION SYSTEMS 1590 MOFFETT STREET SALINAS CA 93905 United States	<b>Address:</b> INFORMATION TECHNOLOGY 1590 MOFFETT STREET SALINAS CA 93905 United States
<b>Telephone:</b> 831.759.6983	<b>Telephone:</b>
<b>Fax:</b> 831.759.6910	<b>Fax:</b>
<b>E-mail:</b> bergstromj@co.monterey.ca.us	<b>E-mail:</b> @

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to Ann Tran at ann.tran@oracle.com or 408.556.4833. Please also include service contract number 3442618 on such reply.



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## Service Details

<b>Service Level:</b>	<b>Software Update License &amp; Support</b>	<b>End Date:</b>	<b>25-Oct-13</b>
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
RDBMS V6.0	518276	8	NAMED USER	INITIAL	26-Oct-12	2,108.35
Plus V3.0	518276	8	NAMED USER	INITIAL	26-Oct-12	2,811.15

**Subtotal: USD 4,919.50**

**Total Amount: USD 4,919.50**

plus applicable tax

### Notes:

1. If any of the fields listed above are blank, then such field(s) does not apply for the applicable programs and/or hardware.
2. If a change to the Service Details provided above is required, please contact Ann Tran at 408.556.4833 or at [ann.tran@oracle.com](mailto:ann.tran@oracle.com) and an updated ordering document will be provided to you.

## GENERAL TERMS

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

In the event that the Customer and the Quote To Account Name provided above are not the same, MONTEREY COUNTY represents that Customer has authorized MONTEREY COUNTY to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. MONTEREY COUNTY agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to MONTEREY COUNTY during the term of service. Customer agrees that even if the Customer and the Bill To Account Name above are different, that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of MONTEREY COUNTY to make timely payment under this ordering document shall be deemed to be Customer's breach of this ordering document; and, c) in addition to any other remedies available to Oracle, it may terminate Customer's support for such nonpayment of fees.

The technical support services acquired under this ordering document are governed by the terms and conditions of the agreement that you executed for technical support from the vendor of the programs and/or hardware listed in the Service Details section above (i.e. Oracle, a vendor acquired by Oracle, or an authorized reseller of Oracle or of the acquired vendor). However, any use of the programs and/or hardware, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

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

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## Order Processing Details

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

Please note that if the pre-tax value of this ordering document is USD \$2,000 or less, the technical support services on this ordering document must be paid either by credit card or electronic upload of a PO to the Online site.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable.

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

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

#### **Purchase Order**

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Service Contract #: 3442618
- Term of Service: 26-Oct-12 to 25-Oct-13
- Final Total: USD 4,919.50 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, MONTEREY COUNTY agrees that the terms of this ordering document and the terms of the agreement described above supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered.

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

#### **Check**

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

- Service Contract #: 3442618
- Term of Service: 26-Oct-12 to 25-Oct-13
- Final Total: USD 4,919.50 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, MONTEREY COUNTY agrees that only the terms of this ordering document and the terms of the agreement described above shall apply to the technical support services ordered. No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

**Credit Card Confirmation**

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

- Service Contract #: 3442618
- Term of Service: 26-Oct-12 to 25-Oct-13
- Final Total: USD 4,919.50 (excluding applicable tax)

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

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

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

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

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

\_\_\_\_\_  
Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, MONTEREY COUNTY agrees that only the terms of this ordering document and the terms of the agreement described above shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

**REMITTANCE DETAILS**

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

Attn: Ann Tran  
Oracle Support Services  
Fax: 408.556.4833  
E-mail: ann.tran@oracle.com

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

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

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

**All Other States:**

Oracle America, Inc  
PO Box 203448  
Dallas, TX 75320-3448