

**Customer Name** Pinellas County Government  
**Customer Location** 400 S. Ft. Harrison Ave.  
 Clearwater, FL 33756

### ORACLE CONTRACT INFORMATION

**Agreement:** US Government Agreement (F)  
**Agreement Name:** GS-35F-0009T (CP)

This ordering document incorporates by reference the terms of the agreement specified above (the “agreement”). The following defined and capitalized terms in the agreement shall have the same meaning as the corresponding non-capitalized terms in this ordering document as follows: “Program” and “program”; “Technical Support” and “technical support”; “Program Documentation” and “program documentation”; and “Ordering Document” and “ordering document”.

### A. PROGRAMS AND SERVICES

Pinellas County Government has ordered the program licenses and 12 months of technical support services described below. Listed below is a summary of net fees due under this ordering document. These fees are exclusive of any applicable taxes.

The programs designated below with an asterisk (“\*”) are for use by an unlimited number of the associated license type(s) as specified below for a four year term, subject to the certification process outlined in section C and all other terms and conditions of this Ordering Document (each such program being referred to as an “**Unlimited Deployment Program**” and collectively as the “**Unlimited Deployment Programs**”).

All fees on this ordering document are in US Dollars.

Product Description / License Type	Quantity
<b>Unlimited Deployment Programs</b>	
*Oracle Database Enterprise Edition – Processor Perpetual	Unlimited
*Partitioning – Processor Perpetual	Unlimited
*Spatial – Processor Perpetual	Unlimited
*Oracle Active Data Guard – Processor Perpetual	Unlimited
*Diagnostics Pack – Processor Perpetual	Unlimited
*Tuning Pack– Processor Perpetual	Unlimited
*Change Management Pack – Processor Perpetual	Unlimited
*Configuration Management Pack for Oracle Database – Processor Perpetual	Unlimited
*Oracle Business Intelligence Suite Enterprise Edition Plus – Processor Perpetual	Unlimited
*Business Intelligence Server Administrator –Named User Plus Perpetual	Unlimited
*Oracle Business Intelligence Management Pack –Processor Perpetual	Unlimited
*Informatica OEM PowerCenter ETL Server PowerConnect Adapters – Processor Perpetual	Unlimited

<b>Product Description / License Type</b>	<b>Quantity</b>
*Service Registry – Processor Perpetual	Unlimited
*WebLogic Suite – Processor Perpetual	Unlimited
*Enterprise Repository – Processor Perpetual	Unlimited
*Data Integrator Enterprise Edition – Processor Perpetual	Unlimited
*Oracle Essbase Plus – Processor Perpetual	Unlimited
*Management Pack for WebLogic Server – Processor Perpetual	Unlimited
*Oracle Applications Adapter – Processor Perpetual	Unlimited
*Application Management Pack for E-Business Suite – Processor Perpetual	Unlimited
<b>Component Programs (As described in section D.3 of this ordering document)</b>	
User Productivity Kit Professional – UPK Developer Perpetual	12
User Productivity Kit Professional – Enterprise \$M in Operating Budget Perpetual	1650
<b>Enterprise Programs (As described in section D.1 and D.2 of this ordering document)</b>	
**Oracle iSupplier Portal for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	1650
**Oracle Procurement Contracts for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	1650
**Oracle Services Procurement for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	1650
**Oracle iProcurement - Enterprise \$M in Operating Budget Perpetual	1650
**Oracle Internet Expenses - Enterprise \$M in Operating Budget Perpetual	1650
**Human Resources Analytics Fusion Edition – Enterprise \$M in Operating Budget Perpetual	1650
**Financial Analytics Fusion Edition - Enterprise \$M in Operating Budget Perpetual	1650
**Procurement and Spend Analytics Fusion Edition - Enterprise \$M in Operating Budget Perpetual	1650
**Project Analytics - Enterprise \$M in Operating Budget Perpetual	1650
**Hyperion Planning Plus (includes Hyperion Financial Reporting) - Enterprise \$M in Operating Budget Perpetual	1650
**Hyperion Workforce Planning - Enterprise \$M in Operating Budget Perpetual	1650
**Hyperion Capital Asset Planning - Enterprise \$M in Operating Budget Perpetual	1650
**Hyperion Performance Scorecard Plus - Enterprise \$M in Operating Budget Perpetual	1650

\*\* See Section B.12 (open market items)

<b>List to List Migrated Licenses (New)</b>	<b>Quantity</b>
Oracle Financials (includes Assets)	1650

Cash Management	
General Ledger	
Payables	
Receivables/Revenue Accounting	
Global Consolidation System	
CPG Trade Accounting, Iassets	
PS Budgeting	
PS General Ledger	
PS Account Payables	
PS Accounts Receivables	
US Federal General Ledger	
US Federal Payables	
US Federal Receivables	
PS General Ledger (International)	
PS Account Payables (International)	
PS Accounts Recievables (International)	
PS Assets (International), Labor Distribution, Oracle Payments	
- Enterprise \$M in Operating Budget Perpetual	
Oracle Learning Management - Enterprise \$M in Operating Budget Perpetual	1650
Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	1650
Oracle Project Billing for Oracle Project Costing - Enterprise \$M in Operating Budget Perpetual	1650
Oracle Project Costing - Enterprise \$M in Operating Budget Perpetual	1650
Oracle Sourcing for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual	1650
Oracle Inventory Management - Enterprise \$M in Operating Budget Perpetual	1650
Oracle Order Management - Enterprise \$M in Operating Budget Perpetual	1650
Oracle Advanced Benefits - Enterprise \$M in Operating Budget Perpetual	1650

Oracle Human Resources - Enterprise \$M in Operating Budget Perpetual	1650
Oracle Payroll - Enterprise \$M in Operating Budget Perpetual	1650
Oracle Self-Service Human Resources - Enterprise \$M in Operating Budget Perpetual	1650
Oracle Time and Labor - Enterprise \$M in Operating Budget Perpetual	1650

<b>Net to Net Migrated Licenses (New)</b>	<b>Quantity</b>
Real Application Clusters - Processor Perpetual	16

**Note:** See Exhibit F for License Summary and Terminated Licenses for List to List Migrated Licenses and Net to Net Migrated Licenses

<b>Other Fees-Media Packs</b>	<b>Quantity</b>	<b>Net Fee</b>
Oracle E-Business Suite for Linux x86-64	1	0.00
Oracle Enterprise Performance Management for Linux x86-64	1	0.00
Oracle User Productivity Kit Release for MS Windows	1	0.00
Oracle® Database 11g ) Media Pack v1 for Linux x86-64	1	0.00
Oracle Business Intelligence Media Pack v23 for Linux x86	1	0.00
Oracle Fusion Middleware 11g Media Pack v4 for Linux x86-64	1	0.00
Oracle® Enterprise Manager 10g Release 5 Grid Control Media Pack v5 for Linux x86-64	1	0.00
Oracle Enterprise Performance Management Media Pack v4 for Microsoft Windows Itanium (64-bit)	1	0.00
Oracle Enterprise Performance Management Media Pack v4 for Microsoft Windows Itanium (64-bit)	1	0.00

**Net Fees**

Net New License Fees:	\$4,308,348.48
Net New Technical Support Fees:	\$947,831.85
Incremental New License Fee for Upgraded Licenses:	\$250,275.00
Existing Technical Support for Upgraded Licenses:	\$56,844.42
Incremental Technical Support for Upgraded Licenses:	\$55,060.50
Existing Technical Support for Converted and Replaced Licenses:	\$454,725.13
Migrated Support for Upgraded Licenses and Converted and Replaced Licenses:	\$187,303.83
Back Support Fees:	\$135,945.24
<b>Total Net Fees</b>	<b>\$6,396,334.45</b>

## **B. GENERAL TERMS**

### **1. Customer Definition**

For the purposes of this ordering document only, “you” and “your” shall mean the governmental entity listed at the head of this ordering document. “You” and “your” shall have the same meaning as the term “ordering activity” in the agreement.

You designate the governmental entities/governmental offices listed in Exhibit D as “Authorized Users.” The Authorized Users are allowed to use the programs listed in Section A solely in furtherance of your business operations and subject to the terms of this ordering document and the agreement. You represent that you are responsible for the Authorized Users’ failure to comply with the terms, conditions, and obligations, in their use of the programs, set forth in this ordering document and agreement. You will be responsible for any breach of this ordering document and agreement by you or the Authorized Users.

Additionally, you may allow your agents and contractors to use the programs for your business operations, subject to the terms of this ordering document and the agreement. For programs that are specifically designed to allow your customers (including members of the public) and suppliers to interact with you in furtherance of your business operations, such use is allowed under this ordering document.

### **2. 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.

### **3. Territory**

The program licenses and services described in section A are for use worldwide, subject to U.S. export laws.

### **4. Fees, Invoicing, and Payment Obligation**

- a. All fees due under this ordering document shall be paid net 30 days in accordance with the agreement.
- b. In accordance with the agreement: (i) license fees are invoiced as of the commencement date; and (ii) service fees are invoiced after the performance of the service; specifically, technical support fees are invoiced quarterly in arrears from the commencement date.
- c. The total annual technical support fees due under this ordering document are shown in section A and further described in section B.6.a.
- d. 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. You may access the current version of the Technical Support Policies at <http://oracle.com/contracts>. For the purposes of the first renewal year, the amount of the prior year’s fees is based on 12 months of technical support and is equal to \$1,701,765.73.
- e. The back support fee amount as of January 30, 2010 is reflected in Section A above and represents an estimate of the back support fee. The actual back support fee will be processed as of the effective date of this ordering document.

- f. In addition to the fees listed in section A, Oracle will invoice you for any applicable taxes. If you are exempt from sales tax, Oracle will not invoice you for applicable sales tax provided a copy of a valid sales tax certificate is provided to Oracle simultaneously with the execution and return of this ordering document.
- g. 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.

## 5. 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 current production release as of the effective date below of 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 on the purchasing document or when the purchasing document does not indicate a ship to address, the location specified on page 1 of this ordering document. Each media pack consists of the current production release as of the effective date below for 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. The applicable shipping terms for the delivery of tangible media are: FOB Destination.
- b. You shall be responsible for installation of the software.

## 6. Technical Support

- a. **Total Technical Support Stream:** For purposes of this ordering document, the “**Total Support Stream**” shall mean: (i) the existing technical support for the Converted and Replaced Licenses (as defined in section F.1 below); (ii) the existing and incremental technical support for the Upgraded Licenses; (iii) the net new technical support for the Program licenses specified in section A, including the Unlimited Deployment Programs (as defined in section C.1.a below), (iv) the migrated support for upgraded licenses and Converted and Replaced Licenses and (iii) technical support for any program licenses purchased under section E.1 (Price Hold).
- b. **Support Cap on New Support:** Technical support acquired with your order for new and incremental licenses may be renewed annually and, if you renew technical support for the same number of licenses for the same programs, the fee for technical support will not increase over the prior year's fees for the first, second and third renewal years. If you renew technical support for the same number of licenses for the same programs, the fee for technical support will not increase by more than 4% over the prior

year's fees for the fourth, fifth, sixth, and seventh renewal years in accordance with the annual Inflationary Adjustment Rate, as defined in 6.c.

**Support Cap on Existing Support:** Technical support for previously acquired licenses being Consolidated and Replaced or Upgraded may be renewed annually and, if you renew technical support for the same number of licenses for the same programs, the fee for technical support will not increase over the prior year's fees for the first, second and third renewal years. If you renew technical support for the same number of licenses for the same programs, the fee for technical support will not increase by more than 5% over the prior year's fees for the fourth, fifth, sixth, and seventh renewal years in accordance with the annual Inflationary Adjustment Rate, as defined in 6.c.

- c. **IAR:** The Inflationary Adjustment Rate is a global rate that is published June 1st for each fiscal year. The Inflationary Adjustment Rate is based upon the global rate of inflation. The Inflationary Adjustment Rate for FY10 is 3%.

## 7. 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.

## 8. 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.

## 9. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

## 10. No Assignment of Orders, Licenses or Services

You may not assign orders or give or transfer the programs and/or any services ordered or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of the programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>.

## 11. Industrial Funding Fee

The Net Fees in Section A above are inclusive of the Industrial Funding Fee. The Total Net Fees are derived by applying the applicable discount to the associated unit list price, further divided by 0.9925 to accommodate the Industrial Funding Fee, and then multiplied by the applicable quantity.

## 12. Open Market Item(s)

The item(s) designated with two asterisks “\*\*” in section A above are not part of the agreement. However, for administrative convenience, you and Oracle agree to add such item(s) to this ordering document and agree that the terms and conditions of the agreement with the exception of the pricing and discount provisions apply to these item(s).

### 13. Order of Precedence

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

## C. UNLIMITED DEPLOYMENT

### 1. Unlimited Deployment Right

- a. **General.** In consideration of the payment to Oracle of the license and technical support fees specified in section A, for four years from the effective date of this ordering document (or such earlier period as set forth below in section C.1.c) (the “**Unlimited Deployment Period**”), you will receive the right to use the Unlimited Deployment Programs on or by an unlimited number of the associated license type (the “**Unlimited Deployment Right**”), provided that (i) your use of such Unlimited Deployment Programs shall be in compliance with the terms of the agreement and this ordering document, and (ii) you continuously maintain the Total Support Stream.

On the fourth anniversary of the effective date of this ordering document (or earlier as set forth below in section C.1.c), the Unlimited Deployment Period and Unlimited Deployment right shall terminate, and within 30 days of such fourth anniversary (or earlier as set forth in section C.1.c) (the “**Certification Date**”), you and Oracle shall follow the certification process set forth in section C.1.b below.

- b. **Certification Process.** On the Certification Date (or Accelerated Certification Date (as defined below), if applicable), you shall furnish Oracle with a certification signed by the Director of Purchasing or his or her designee of your governmental organization verifying the quantities of the applicable license type(s) for each Unlimited Deployment Program (limited to the license type accompanying each Unlimited Deployment Program as shown in section A above) installed and running (or otherwise in production use as measured and allowed by each respective license type) as of the date on which the Unlimited Deployment Period ends (such certified quantity, the “**Certified Deployment**”). On the date the Unlimited Deployment Period ends, your quantity of licenses of the Unlimited Deployment Programs shall be established as set forth in the Certified Deployment and shall be owned in perpetuity in accordance with the terms of the agreement.

Notwithstanding the foregoing, the quantity of Unlimited Deployment Programs you certify may include “Standby” programs. “Standby” refers to one or more copies of the Unlimited Deployment Programs maintained on separate server(s) which: (1) you installed but are not running (except for testing purposes as allowed by the agreement), (2) are configured for disaster recovery purposes, and (3) will be activated only in the event of a failure of the primary programs.

For all Business Intelligence Server Administration-Named User Plus Perpetual licenses, your certification of use must include only Named User Plus users who have accessed this program within the 12 month period immediately prior to the date on which the Unlimited Deployment Period ends

(such 12 month period, the “**Counted Access Term**”); any Application Users who may have accessed this program prior to the Counted Access Term but not at least once during the Counted Access Term may not be included in your Certified Deployment.

- c. **Breach of Unlimited Deployment Terms.** Upon the date that you first fail to meet any of the conditions specified in section C.1.a above (the “**Non-Compliance Date**”), then the Unlimited Deployment Period and the Unlimited Deployment Right shall immediately terminate, the Certification Date shall be accelerated to 30 business days after the Non-Compliance Date (the “**Accelerated Certification Date**”), and you and Oracle shall follow the certification process set forth in section C.1.b above.

You shall not be entitled to any credit or refund as a result of such termination of the Unlimited Deployment Period. If your non-compliance is due to failure to maintain the Total Support Stream, your program licenses after the Non-Compliance Date and all desupported licenses will be subject to Oracle’s technical support pricing and policies in effect on the Non-Compliance Date.

- d. **End of Unlimited Deployment Period.** Following the end of the Unlimited Deployment Period (as defined in Section C.1.a above), you shall have the right to use the quantity of perpetual licenses of each Unlimited Deployment Program specified in the Certified Deployment (as defined in section C.1.b), subject to the terms of this ordering document and the agreement.

Following the end of the Unlimited Deployment Period, and regardless of the quantity of program licenses in your Certified Deployment, your annual technical support fee for the programs licensed under this ordering document shall in no event be less than the annual technical support fee you paid for such program licenses at the support renewal immediately prior to the end of the Unlimited Deployment Period.

If at any time after the end of the Unlimited Deployment Period your use of the programs licensed and certified pursuant to the certification process set forth in section C.1.b exceeds the Certified Deployment, then you must acquire additional licenses and technical support for such program(s) for such exceeded use in accordance with Oracle’s then current prices and policies.

If at any time after the end of the Unlimited Deployment Period your use of the programs licensed and certified pursuant to the certification process set forth in section C.1.b decreases such that such use is below the Certified Deployment, you shall not be entitled to a refund or credit of any license and/or technical support fees paid under this ordering document.

## **D. PROGRAM SPECIFIC TERMS**

### **1. Enterprise \$M in Operating Budget**

The Enterprise \$M Operating Budget is defined as one million U.S. dollars (\$1,000,000) of your total Primary Government Expense set forth in the Statement of Activities within the Audited Financial Section, Basic Financial Statement Section of the Pinellas County Comprehensive Annual Financial Report (CAFR), excluding any extraordinary non-recurring items such as capital expenditures, grants or other one time expense items arising from an event of Force Majeure (as defined in Section I, paragraph 32 of the agreement).

## **2. Applicable to Programs with the license type of Enterprise \$M in Operating Budget**

The value of these program licenses is determined by the amount of Enterprise \$M Operating Budget. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the amount of Enterprise \$M Operating Budget as of the effective date of your order. If at any time the amount of Enterprise \$M Operating Budget exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Operating Budget is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Operating Budget. In addition, each year 90 days before the anniversary date (defined as the day and month of the ordering document effective date), you are required to report to Oracle the number of Enterprise \$M Operating Budget as of such date.

## **3. License Grant-UPK**

Oracle grants to you a non-exclusive, nontransferable license for your UPK Developer(s) to: (i) use those User Productivity Kit (“UPK”) programs listed in Section A and licensed as UPK modules (collectively referred to as “UPK content”) only as necessary to create and provide training solely for UPK Employees and/or UPK Users to use the underlying programs for your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to UPK Employees and/or UPK Users to use the underlying programs for your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in the agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that you have a valid license for the underlying program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this ordering document or in the agreement. Oracle represents that the UPK content and any content created by you using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by you solely for your internal use in accordance with the terms of the agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as UPK Employee and/or UPK Users and that: (a) provide services to you concerning your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by you as those contained in the agreement. Definitions of UPK Developer, UPK Users, and UPK Employee may be found in the agreement, Section VI, Appendix I, “Glossary”.

## **E. FUTURE PURCHASES**

### **1. Price Hold**

- a.** For a period of two years from the effective date of this ordering document, the pricing for the programs listed on the attached Price Hold Exhibit in table A.1 is valid provided that (i) on the date you order the programs on the attached Price Hold Exhibit, the actual number of Enterprise \$M Operating Budget is no greater than 1650, (ii) such programs are available in production release when ordered, and (iii) you have continuously maintained the Total Support Stream. Should the Enterprise \$M Operating Budget count increase, then the number of additional program licenses to be ordered is equal to the actual dollar amount Enterprise \$M Operating Budget as of the order date less the total number of the licensed quantity (under this ordering document or other ordering documents) rounded up to the next increment as outlined on the attached Expansion Exhibit.

- b. For a period of two years from the effective date of this ordering document, you may order licenses for the programs (and first year of Software License Update & Support for the programs) shown in Exhibit A table A.2 at the appropriate license and support fees specified on the attached Price Hold Exhibit (Exhibit A), provided (i) such programs are available in production release when ordered, and (ii) you have continuously maintained the Total Support Stream.
- c. For a period of two years from the effective date of this ordering document, you may order licenses for the programs (and first year of Software License Update & Support for the programs) shown in Exhibit A table A.3 at the appropriate license and support fees specified on the attached Price Hold Exhibit (Exhibit A), provided (i) such programs are available in production release when ordered, and (ii) you have continuously maintained the Total Support Stream. Each order placed pursuant to this section must be at least \$100,000.00 in net license fees. Your purchase on any such order of programs and/or license types that are not listed on the attached Price Hold Exhibit will also count towards this minimum purchase amount.
- d. 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.
- e. All technical support for program licenses acquired under the terms of this section shall be deemed part of the Total Support Stream.

## 2. Expansion

- a. For those programs shown as Enterprise Programs in Section A, if you exceed your licensed quantity you must order the programs (and first year Software Update License & Support for the programs) at the appropriate license and support fees based on increments of 10% growth of your Enterprise \$M in Operating Budget (Incremental License Fees) specified on the attached Expansion Exhibit (Exhibit C). The number of additional program licenses to be ordered shall be equal to the actual dollar amount of Enterprise \$M in Operating Budget as of the order date less the total number of licensed quantity (under this ordering document or other ordering documents) rounded up to the next increment on the attached Expansion Exhibit.
- b. The license definitions and program specific terms contained in section D of this ordering document will apply to program licenses ordered pursuant to this section.
- c. Oracle has no delivery obligation for program licenses ordered pursuant to this section.

## F. OTHER

### 1. Converted and Replaced Licenses

- a. **General.** In connection with the Unlimited Deployment Right granted under this ordering document, all licenses of any versions or releases of the Unlimited Deployment Programs that were acquired by you prior to the effective date of this ordering document shall be converted and replaced as of the

effective date of this ordering document (the “**Converted and Replaced Licenses**”). The Converted and Replaced Licenses are specified on the attached Converted and Replaced Licenses Exhibit (Exhibit B). You will no longer have any right to use the Converted and Replaced Licenses, nor will you be permitted to reinstate the Converted and Replaced Licenses. You shall not be entitled to a credit or refund of license fees for the Converted and Replaced Licenses.

- b. Omitted Licenses.** The parties agree that they have worked in good faith to list on the Converted and Replaced Licenses Exhibit all licenses of any versions or releases of the Unlimited Deployment Programs that were acquired by you prior to the effective date of this ordering document. However, the parties acknowledge that some of such licenses may have been inadvertently omitted (“**Omitted Licenses**”) from the Converted and Replaced Licenses Exhibit and that technical support fees associated with the Omitted Licenses were therefore excluded from the Total Support Stream. If at any time following the effective date of this ordering document either you or Oracle discovers any Omitted Licenses, then the parties agree that: **(i)** you will continue to pay all technical support fees due in connection with the Omitted Licenses during the Unlimited Deployment Period, and **(ii)** the parties will amend this ordering document to add the Omitted Licenses to the Converted and Replaced Licenses Exhibit and to include the technical support fees associated with the Omitted Licenses in the Total Support Stream. You shall not be entitled to a refund or credit of any license and/or technical support fees as the result of any adjustment specified herein.

## **2. License Summary-Migrated Licenses**

The license summary section in Exhibit F.1 and F.2 below provides a comprehensive list of the program licenses that you have ordered pursuant to this ordering document. The License Upgrade and License Migration sections describe in further detail the program licenses and associated fees.

## **3. License Upgrade**

You agree to upgrade licenses previously acquired to new license types and/or program names. The existing licenses to be upgraded are specified in the Existing Licenses (Terminated) column listed in Exhibit F.1 below. These licenses are upgraded to the number of licenses and license types specified in the Upgraded Licenses (New) column in Exhibit F.1 below. All existing licenses that are being upgraded will be deemed terminated upon execution of this ordering document. You will no longer have any right to use the terminated licenses. If your licensing needs increase in the future, you must purchase any necessary licenses to meet your increased needs. You will not be permitted to reinstate the terminated licenses.

## **4. License Migration**

You agree to migrate licenses previously acquired to new license types and/or program names. The existing licenses to be migrated are specified in the List to List Existing Licenses (Terminated) column(s) in Exhibit F.2 below. These licenses are migrated to the number of licenses and license types specified in the List to List Migrated Licenses (New) column(s) listed in Exhibit F.2 below. All existing licenses that are being migrated will be deemed terminated upon execution of this ordering document. You will no longer have any right to use the terminated licenses. If your licensing needs increase in the future, you must purchase any necessary licenses to meet your increased needs. You will not be permitted to reinstate the terminated licenses.

## **5. Successor Products**

If Oracle makes successor products available for the Oracle programs (“new software”) that includes substantially similar functionality and features as a program for which you have purchased a program

license (“old software”), Oracle will provide you with a migration path from the old software to the new software and the right to use the new software under the agreement and this ordering document at no charge, provided that (i) you are current on technical support for the old software; (ii) this right shall only apply to new software that is available in production release status on the operating system identified by the you at the time of the request; and (iii) Oracle is currently making available, at no charge, such migration path from the old software to the new software to its other supported customers.

If Oracle does not provide to all of its supported customers a migration path from the old software to the new software at no additional charge, then Oracle will provide you with the right to use under the agreement and this ordering document at no additional charge only the functionality and features contained in the new software that is substantially similar to the functionality and features contained in the old software, provided the you shall not have the right to use nor shall it use any additional functionality or features in such new software.

Technical support is provided in accordance with Oracle’s Technical Support Policies.

## 6. Types of Partitioning

### **Soft Partitioning:**

Soft partitioning segments the operating system using OS recourse managers. The operating system limits the number of CPUs where an Oracle database is running by creating areas where CPU resources are allocated to applications within the same operating system. The database administrator can set the number of CPUs to the number of licensed CPUs. This is a flexible way of managing data processing resources since the CPU capacity can be changed fairly easily, as additional resource is needed. **As a result, soft partitioning is not permitted as a means to determine or limit the number of software licenses required for any given server.**

### **Hard Partitioning:**

Hard partitioning physically segments a server, by taking a single large server and separating it into distinct smaller systems. Each separated system acts as a physically independent, self-contained server, typically with its own CPUs, operating system, separate boot area, memory, input/output subsystem and network recourses.

<b>Technical Contact</b>	David James
<b>Location</b>	400 S. Ft. Harrison Ave. Clearwater, FL 33756
<b>Contact Phone</b>	David James 727-453-3626
<b>Fax</b>	N/A
<b>Email Address</b>	djames@co.pinellas.fl.us

This quote is valid through January 30, 2010, and shall become binding upon execution by you and acceptance by Oracle.

**Pinellas County Government**

**Oracle USA, Inc.**

**Signature** \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Signature Date** \_\_\_\_\_  
**Effective Date** January 30, 2010

**Signature** \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Signature Date** \_\_\_\_\_  
(to be completed by Oracle)

Exhibit A

PRICE HOLD EXHIBIT

A.1

**Application Products**

<b>Product Description</b>	<b>Metric</b>	<b>Quantity</b>	<b>Net License</b>	<b>Net Support</b>	<b>Incremental Net License Fees for 10% growth</b>	<b>Incremental Net Support Fees for 10% growth</b>
Supply Chain and Order Management Analytics Fusion Edition	Enterprise \$M in Operating Budget	1650	201,300.00	44,286.00	20,130.00	4,428.60
Oracle Advanced Pricing for Oracle Purchasing	Enterprise \$M in Operating Budget	1650	79,513.50	17,492.97	7,951.35	1,749.30
Oracle Project Resource Management	Enterprise \$M in Operating Budget	1650	68,442.00	15,057.24	6,844.20	1,505.72
Oracle Project Management	Enterprise \$M in Operating Budget	1650	68,442.00	15,057.24	6,844.20	1,505.72
Oracle iLearning	Enterprise \$M in Operating Budget	1650	68,640.00	15,100.80	6,864.00	1,510.08
Oracle iRecruitment	Enterprise \$M in Operating Budget	1650	60,390.00	13,285.80	6,039.00	1,328.58
Oracle Advanced Collections	Enterprise \$M in Operating Budget	1650	45,292.50	9,964.35	4,529.25	996.44
Oracle Treasury	Enterprise \$M in Operating Budget	1650	68,442.00	15,057.24	6,844.20	1,505.72
Oracle Mobile Supply Chain Applications for Oracle Inventory Management	Enterprise \$M in Operating Budget	1650	107,695.50	23,693.01	10,769.55	2,369.30
Hyperion Strategic Finance	Enterprise \$M in Operating Budget	1650	150,975.00	33,214.50	15,097.50	3,321.45

A.2

**UPK Products**

<b>Product Description</b>	<b>Metric</b>	<b>Quantity</b>	<b>Net License</b>	<b>Net Support</b>
Oracle E-Business Suite UPK General Ledger - over 4K employees and/or \$1 billion in revenue	UPK Module	1	14,000.00	3,080.00
Oracle E-Business Suite UPK Internet Expenses - over 4K employees and/or \$1 billion in revenue	UPK Module	1	3,520.00	774.40
Oracle E-Business Suite UPK Receivables - over 4K employees and/or \$1 billion in revenue	UPK Module	1	7,000.00	1,540.00
Oracle E-Business Suite UPK Payables - over 4K employees and/or \$1 billion in revenue	UPK Module	1	7,000.00	1,540.00
Oracle E-Business Suite UPK Assets - up to 4K employees and/or \$1 billion in revenue	UPK Module	1	3,500.00	770.00
Oracle E-Business Suite UPK Human Resources - over 4K employees and/or \$1 billion in revenue	UPK Module	1	7,000.00	1,540.00
Oracle E-Business Suite UPK Payroll - over 4K employees and/or \$1 billion in revenue	UPK Module	1	7,000.00	1,540.00
Oracle E-Business Suite UPK Self-Service Human Resources - over 4K employees and/or \$1 billion in revenue	UPK Module	1	7,000.00	1,540.00
Oracle E-Business Suite UPK Time and Labor - over 4K employees and/or \$1 billion in revenue	UPK Module	1	7,000.00	1,540.00
Oracle E-Business Suite UPK for iRecruitment (over 4k employees and/or \$1 billion in revenue)	UPK Module	1	7,000.00	1,540.00
Oracle E-Business Suite UPK for Learning Management (over 4k employees and/or \$1 billion in revenue)	UPK Module	1	3,520.00	774.40
Oracle E-Business Suite UPK for Project Costing (over 4k employees	UPK Module	1	7,000.00	1,540.00

and/or \$1 billion in revenue)				
Oracle E-Business Suite UPK for Project Resource Management (over 4k employees and/or \$1 billion in revenue)	UPK Module	1	3,520.00	774.40
Oracle E-Business Suite UPK for Project Management (over 4k employees and/or \$1 billion in revenue)	UPK Module	1	7,000.00	1,540.00
Oracle E-Business Suite UPK for Project Foundation (over 4k employees and/or \$1 billion in revenue)	UPK Module	1	3,520.00	774.40
Oracle E-Business Suite UPK iProcurement - over 4K employees and/or \$1 billion in revenue	UPK Module	1	3,520.00	774.40
Oracle E-Business Suite UPK iSupplier Portal - over 4K employees and/or \$1 billion in revenue	UPK Module	1	7,000.00	1,540.00
Oracle E-Business Suite UPK Purchasing - over 4K employees and/or \$1 billion in revenue	UPK Module	1	14,000.00	3,080.00
Oracle E-Business Suite User Productivity Kit for Oracle Sourcing (over 4K employees and/or \$1 billion in revenue)	UPK Module	1	7,000.00	1,540.00
Oracle E-Business Suite UPK for Inventory (over 4k employees and/or \$1 billion in revenue)	UPK Module	1	14,000.00	3,080.00
Oracle E-Business Suite UPK for E-Business Suite Tools and Technologies (over 4k employees and/or \$1 billion in revenue)	UPK Module	1	7,000.00	1,540.00
User Productivity Kit	UPK Developer	6	21,000.00	4,620.00
Oracle Policy Automation	Processor	6	150,000.00	33,000.00
Oracle Policy Modeling	Application User	6	120,000.00	26,400.00

### A.3

Product Description	Metric	Quantity	Net License	Net Support
---------------------	--------	----------	-------------	-------------

Content Conversion Server	Processor	1	8,050.00	1,771.00
Universal Content Management	Processor	1	40,250.00	8,855.00
Imaging and Process Management	Processor	1	32,200.00	7,084.00
Universal Records Management	Processor	1	40,250.00	8,855.00
Enterprise Content Management Suite	Processor	1	60,375.00	13,282.50
Information Rights Management	Named User Plus	1	203.00	44.66
Oracle Universal Online Archive	Processor	1	30,275.00	6,660.50
Information Rights Management	Processor	1	35,000.00	7,700.00
WebCenter Suite	Processor	1	43,750.00	9,625.00
Secure Enterprise Search	Processor	1	12,075.00	2,656.50
BPEL Process Manager Option	Processor	1	8,050.00	1,771.00
SOA Suite for Oracle Middleware	Processor	1	20,125.00	4,427.50
Business Process Management Suite	Processor	1	40,520.00	8,855.00
Oracle Application Integration Architecture Foundation Pack	Processor	1	16,100.00	3,542.00
Real Application Clusters	Processor	1	8,050.00	1,771.00
Oracle Real Application Testing	Processor	1	4,025.00	885.50
Data Mining	Processor	1	8,050.00	1,771.00
Management Pack Plus for SOA	Processor	1	5,250.00	1,155.00

**Exhibit B**

**CONVERTED AND REPLACED LICENSES EXHIBIT**

<b>Converted License</b>	<b>Existing Quantity</b>	<b>Existing Metric</b>	<b>CSI #</b>	<b>New License</b>
APP SVR DOM 3.0	10	PROCESSOR	1824606	WEBLOGIC SUITE
APP SVR EE DOM 3.0	0	PROCESSOR	1824605	WEBLOGIC SUITE
APP SVR EXP 4.0	0	PROCESSOR	1824611	WEBLOGIC SUITE
APP SVR DOM V3.0	0	PROCESSOR	1824609	WEBLOGIC SUITE
DEVELOPER 1.5	2000	DEVELOPER	1824609	WEBLOGIC SUITE
DEVELOPER 2.0	0	DEVELOPER	1824611	WEBLOGIC SUITE
DEVELOPER 2.0	0	DEVELOPER	1824633	WEBLOGIC SUITE
DEVELOPER/2000 REL1.3	0	DEVELOPER	1824605	WEBLOGIC SUITE
DEVELOPER/2000 REL1.3	0	DEVELOPER	1824606	WEBLOGIC SUITE
DEVELOPER SERVER 1.5	1	POWER UNIT 2 YR	1824611	WEBLOGIC SUITE
DEVELOPER SERVER V1.4W	0	POWER UNIT 2 YR	1824606	WEBLOGIC SUITE
DEVELOPER/2000 SERVER 1.5	1	NAMED USER	1824633	WEBLOGIC SUITE
DIAGNOSTICS PACK 1.5	6200	EMPLOYEE	1824611	DIAGNOSTICS PACK
DIAGNOSTICS PACK 2.0	0	EMPLOYEE	1824606	DIAGNOSTICS PACK
OEM PERF PACK 8.0	6200	EMPLOYEE	1824605	DIAGNOSTICS PACK AND TUNING PACK
OEM PERF PACK 8.0	0	EMPLOYEE	1824606	DIAGNOSTICS PACK AND TUNING PACK
OEM PERF PACK 1.3	0	EMPLOYEE	1824611	DIAGNOSTICS PACK AND TUNING PACK
OEM PERF PACK V7.3	0	EMPLOYEE	1824607	DIAGNOSTICS PACK AND TUNING PACK
OEM PERF PACK V7.3	0	EMPLOYEE	1824608	DIAGNOSTICS PACK AND TUNING PACK
OEM PERF PACK V7.3	0	EMPLOYEE	1824617	DIAGNOSTICS PACK AND TUNING PACK
OEM PERF PACK V8.0	0	EMPLOYEE	1824609	DIAGNOSTICS PACK AND TUNING PACK
SERVER EE 7.3	6200	EMPLOYEE	1824607	DATABASE ENTERPRISE EDITION
SERVER EE 7.3	0	EMPLOYEE	1824608	DATABASE ENTERPRISE EDITION

SERVER EE 7.3	0	EMPLOYEE	1824617	DATABASE ENTERPRISE EDITION
SERVER EE 8 8.0	0	EMPLOYEE	1824611	DATABASE ENTERPRISE EDITION
SERVER EE 8.0	0	EMPLOYEE	1824606	DATABASE ENTERPRISE EDITION
SERVER EE 8.0	0	EMPLOYEE	1824609	DATABASE ENTERPRISE EDITION
SERVER EE 8.0	0	EMPLOYEE	1824605	DATABASE ENTERPRISE EDITION
SERVER EE 7.3	4	PROCESSOR	1824607	DATABASE ENTERPRISE EDITION
SERVER EE 7.3	0	PROCESSOR	1824608	DATABASE ENTERPRISE EDITION
SERVER EE 7.3	0	PROCESSOR	1824617	DATABASE ENTERPRISE EDITION
SERVER EE 8.0	0	PROCESSOR	1824605	DATABASE ENTERPRISE EDITION
SERVER EE 8.0	0	PROCESSOR	1824606	DATABASE ENTERPRISE EDITION
SERVER EE 8.0	0	PROCESSOR	1824609	DATABASE ENTERPRISE EDITION
SERVER EE 8.0	0	PROCESSOR	1824611	DATABASE ENTERPRISE EDITION
CONTEXT CART 1.2	100	CONCURRENT DEVICE	1824617	DATABASE ENTERPRISE EDITION
CONTEXT CARTRIDGE 2.0	0	CONCURRENT DEVICE	1824605	DATABASE ENTERPRISE EDITION
CONTEXT CARTRIDGE 2.0	0	CONCURRENT DEVICE	1824606	DATABASE ENTERPRISE EDITION
CONTEXT CARTRIDGE 2.0	0	CONCURRENT DEVICE	1824609	DATABASE ENTERPRISE EDITION
CONTEXT CARTRIDGE 7.3	0	CONCURRENT DEVICE	1824611	DATABASE ENTERPRISE EDITION
OEM PERF PACK 8.0	6200	EMPLOYEE	1824605	DIAGNOSTICS PACK AND TUNING PACK
OEM PERF PACK 8.0	0	EMPLOYEE	1824606	DIAGNOSTICS PACK

				AND TUNING PACK
OEM PERF PACK 1.3	0	EMPLOYEE	1824611	DIAGNOSTICS PACK AND TUNING PACK
OEM PERF PACK V7.3	0	EMPLOYEE	1824607	DIAGNOSTICS PACK AND TUNING PACK
OEM PERF PACK V7.3	0	EMPLOYEE	1824608	DIAGNOSTICS PACK AND TUNING PACK
OEM PERF PACK V7.3	0	EMPLOYEE	1824617	DIAGNOSTICS PACK AND TUNING PACK
OEM PERF PACK V8.0	0	EMPLOYEE	1824609	DIAGNOSTICS PACK AND TUNING PACK
TUNING PACK 1.5	6200	EMPLOYEE	1824611	TUNING PACK
TUNING PACK 2.0	0	EMPLOYEE	1824606	TUNING PACK
SPATIAL CARTRIDGE 7.3	6200	EMPLOYEE	1824607	SPATIAL
SPATIAL CARTRIDGE 7.3	0	EMPLOYEE	1824608	SPATIAL
SPATIAL CARTRIDGE 7.3	0	EMPLOYEE	1824611	SPATIAL
SPATIAL CARTRIDGE 7.3	0	EMPLOYEE	1824617	SPATIAL
SPATIAL CARTRIDGE 8.0	0	EMPLOYEE	1824605	SPATIAL
SPATIAL CARTRIDGE 8.0	0	EMPLOYEE	1824606	SPATIAL
SPATIAL CARTRIDGE 8.0	0	EMPLOYEE	1824609	SPATIAL
EXPRESS SERVER V5.0	10	NAMED USER	1824608	ORACLE HYPERION ESSBASE - SYSTEM 9 (NOW CALLED ESSBASE PLUS)
EXPRESS SERVER 5.0.3	10	NAMED USER	1824605	ORACLE HYPERION ESSBASE - SYSTEM 9 (NOW CALLED ESSBASE PLUS)
EXPRESS SERVER 5.0.3	10	NAMED USER	1824606	ORACLE HYPERION ESSBASE - SYSTEM 9 (NOW CALLED ESSBASE PLUS)
EXPRESS SERVER 5.0.3	10	NAMED USER	1824607	ORACLE HYPERION ESSBASE - SYSTEM 9 (NOW CALLED ESSBASE PLUS)
EXPRESS SVR 6.1.0.1.3	10	NAMED USER	1824609	ORACLE HYPERION ESSBASE - SYSTEM 9 (NOW CALLED ESSBASE PLUS)
EXPRESS SERVER 6.1	10	NAMED USER	1824611	ORACLE HYPERION

				ESSBASE - SYSTEM 9 (NOW CALLED <u>ESSBASE PLUS</u> )
--	--	--	--	--

**Exhibit C**

**EXPANSION EXHIBIT**

Listed below is the license fee and first year technical support fee for the program(s) listed in section A with the license type Enterprise \$M in Operating Budget that may be purchased pursuant to section E.2.

<b>Program</b>		<b>Increment</b>	<b>Incremental License Fee</b>	<b>First Year Technical Support Fee</b>
1. Oracle iSupplier Portal for Oracle Purchasing	Enterprise \$M in Operating Budget	165	\$244,113.11	\$53,704.88
2. Oracle Procurement Contracts for Oracle Purchasing				
3. Oracle Services Procurement for Oracle Purchasing				
4. Oracle iProcurement				
5. Oracle Internet Expenses				
6. Financial Analytics Fusion Edition				
7. Procurement and Spend Analytics Fusion Edition				
8. Project Analytics				
9. Hyperion Planning Plus				
10. Hyperion Workforce Planning				
11. Hyperion Capital Asset Planning				
12. Hyperion Performance Scorecard Plus				
13. Human Resources Analytics Fusion Edition				
14. Oracle Advanced Benefits				
15. Oracle Human Resources				
16. Oracle Payroll				
17. Oracle Self-Service Human Resources				
18. Oracle Time and Labor				
19. Oracle Purchasing				
20. Oracle Project Billing for				
21. Oracle Project Costing				
22. Oracle Project Costing				
23. Oracle Sourcing for Oracle Purchasing				
24. Oracle Inventory Management				

25. Oracle Order Management				
26. Oracle Learning Management				
27. Oracle Financials				

**Exhibit D**

**AUTHORIZED USERS**

Board of Pinellas County Commissioners

Pinellas County departments, boards, commissions, and agencies

Pinellas County Special Districts, as defined in Chapters 189 & 191, Florida Statutes

Pinellas County Clerk of the Circuit Court

Property Appraiser for Pinellas County

Public Defender for the 6<sup>th</sup> Judicial Circuit

Pinellas County Sheriff

Sixth Judicial Circuit

State Attorney for the 6<sup>th</sup> Judicial Circuit

Supervisor of Elections for Pinellas County

Pinellas County Tax Collector

**Exhibit E**

**NON-MIGRATED LICENSES**

The following products are currently owned by you but are not being migrated on this ordering document. These licenses may be used in accordance with the original license grant and terms and conditions.

<b>Existing License</b>	<b>Migrating Quantity</b>	<b>Existing Metric</b>	<b>Existing License Level</b>	<b>CSI #</b>
FIN ANALYZER 4.8	25	NAMED USER	INVENTORY	1824605
FIN ANALYZER 4.8	0	NAMED USER	INVENTORY	1824606
FIN ANALYZER 6.0	0	NAMED USER	INVENTORY	1824609
FIN ANALYZER V4.8	0	NAMED USER	INVENTORY	1824611
FIN ANALYZER V4.8	0	NAMED USER	INVENTORY	1824632
FIN ANALYZER V4.8	0	NAMED USER	INVENTORY	1824633
Financials Intelligence	2500	Employee	FULL USE	3158190
Human Resources Intelligence	2500	Nonstandard User	FULL USE	3158190
iStore	1200	Universal Power Unit	FULL USE	3158190
Oracle Grants	10	Application User	FULL USE	13489644
Purchasing Intelligence	2500	Employee	FULL USE	3158190
Self-Service Human Resources	6200	Person	FULL USE	13489644
DISCOVERER USER ED V3.0	100	NAMED USER	INVENTORY	1824611
DISCOVERER USER ED V3.0	0	NAMED USER	INVENTORY	1824633
DESIGNER/2000 REL1.3	30	DEVELOPER	INVENTORY	1824611
DESIGNER/2000 REL1.3	0	DEVELOPER	INVENTORY	1824632
DESIGNER/2000 REL1.3	0	DEVELOPER	INVENTORY	1824633
DEVELOPER 1.5	30	DEVELOPER	INVENTORY	1824609
DEVELOPER 2.0	0	DEVELOPER	INVENTORY	1824611
DEVELOPER 2.0	0	DEVELOPER	INVENTORY	1824633
DEVELOPER REL 1.3	0	DEVELOPER	INVENTORY	1824608
DEVELOPER REL 1.3 *3.5" DISK ONLY*	0	DEVELOPER	INVENTORY	1824632
DEVELOPER/2000 REL 1.3	0	DEVELOPER	INVENTORY	1824605
DEVELOPER/2000 REL 1.3	0	DEVELOPER	INVENTORY	1824606
DISCOVERER ADMIN ED V3.0	1	NAMED USER	INVENTORY	1824611
DISCOVERER ADMIN ED V3.0	0	NAMED USER	INVENTORY	1824633
EDI GATEWAY 10.7	4	COMPUTER	INVENTORY	1824608
EDI GATEWAY 11.0	0	COMPUTER	FULL USE	1824605
EDI GATEWAY V2.0 REL10.7	0	COMPUTER	INVENTORY	1824606
EDI GATEWAY V2.0 REL10.7	0	COMPUTER	INVENTORY	1824611
EDI V2.0 REL10.7	0	COMPUTER	INVENTORY	1824609

EXPRESS ANALYZER 2.1	25	NAMED USER	INVENTORY	1824611
EXPRESS ANALYZER 2.1	0	NAMED USER	INVENTORY	1824632
EXPRESS ANALYZER 2.1	0	NAMED USER	INVENTORY	1824633
EXPRESS OBJECTS 2.0.5	5	DEVELOPER	INVENTORY	1824633
EXPRESS OBJECTS V2.0 EVALUATION COPY	0	DEVELOPER	INVENTORY	1824611
EXPRESS OBJECTS V2.0 EVALUATION COPY	0	DEVELOPER	INVENTORY	1824632
INTOFFICE DOC CART 4.0	6200	EMPLOYEE	INVENTORY	1824606
INTOFFICE DOC CART 4.0	0	EMPLOYEE	INVENTORY	1824611
INTOFFICE DOC CART 4.1	0	EMPLOYEE	INVENTORY	1824609
INTOFFICE MESSAGE CART 4.1	6200	MAILBOX	INVENTORY	1824609
INTOFFICE MESSAGE CART 4.0	0	MAILBOX	INVENTORY	1824606
INTOFFICE MESSAGE CART 4.0	0	MAILBOX	INVENTORY	1824611
LITE 3.6	1	NAMED USER	INVENTORY	1824633
LITE 3.6	0	NAMED USER	INVENTORY	1824633
MOBILE AGENTS DEVKIT V2.0 *EXPORT*	1	DEVELOPER	INVENTORY	1824611
MOBILE AGENTS DEVKIT V2.0 *EXPORT*	0	DEVELOPER	INVENTORY	1824632
MOBILE AGENTS DEVKIT V2.0 *EXPORT*	0	NAMED USER	INVENTORY	1824632
MOBILE AGENTS V2.0 **DOMESTIC**	1000	NAMED USER	INVENTORY	1824606
MOBILE AGENTS V2.0 *DOMESTIC*	0	NAMED USER	INVENTORY	1824609
MOBILE AGENTS V2.0 *DOMESTIC*	0	NAMED USER	INVENTORY	1824611
PLUS 7.3	30	DEVELOPER	INVENTORY	1824611
PLUS 8.0	0	DEVELOPER	INVENTORY	1824605
PLUS 8.0	0	DEVELOPER	INVENTORY	1824606
PLUS 8.0	0	DEVELOPER	INVENTORY	1824609
PLUS V3.1	0	DEVELOPER	INVENTORY	1824632
PLUS V3.3	0	DEVELOPER	INVENTORY	1824607
PLUS V3.3	0	DEVELOPER	INVENTORY	1824608
PLUS V3.3	0	DEVELOPER	INVENTORY	1824617
PLUS V8.0	0	DEVELOPER	INVENTORY	1824633
PROCEDURAL GATEWAY FOR APPC 4.0	4	COMPUTER	INVENTORY	1824611
PROCEDURAL GATEWAY FOR APPC V4.0	0	COMPUTER	INVENTORY	1824605
PROCEDURAL GATEWAY FOR APPC V4.0	0	COMPUTER	INVENTORY	1824606
PROCEDURAL GATEWAY FOR APPC V4.0	0	COMPUTER	INVENTORY	1824609
PROGRAMMER/2000 8.0	30	DEVELOPER	INVENTORY	1824605
PROGRAMMER/2000 8.0	0	DEVELOPER	INVENTORY	1824606
PROGRAMMER/2000 8.0	0	DEVELOPER	INVENTORY	1824609
PROGRAMMER/2000 V7.1	0	DEVELOPER	INVENTORY	1824632

PROGRAMMER/2000 V7.3	0	DEVELOPER	INVENTORY	1824607
PROGRAMMER/2000 V7.3	0	DEVELOPER	INVENTORY	1824608
PROGRAMMER/2000 V8.0	0	DEVELOPER	INVENTORY	1824611
PROGRAMMER/2000 V8.0	0	DEVELOPER	INVENTORY	1824633
WEB EMPLOYEE V2.0	4	COMPUTER	INVENTORY	1824605
WEB EMPLOYEE V2.0	0	COMPUTER	INVENTORY	1824606
WEB EMPLOYEE V2.0	0	COMPUTER	INVENTORY	1824609
WEB EMPLOYEE V2.0	0	COMPUTER	INVENTORY	1824611
WEB EMPLOYEE V2.0	0	COMPUTER	INVENTORY	1824633
WEB EMPLOYEES V2.0	0	COMPUTER	INVENTORY	1824608
WebDB Enterprise Edition	3000	Universal Power Unit	FULL USE	3158190

**Exhibit F**

**MIGRATED LICENSES**

**F.1 Application Products**

<b>License Upgrade</b>			
<b>List to List Existing Licenses (Terminated)</b>	<b>Existing CSI</b>	<b>Existing Quantity</b>	<b>Upgraded Licenses (New)</b>
ASSETS 10.7 CONCURRENT DEVICE Perpetual	1824608	33	Oracle Financials - Enterprise \$M in Operating Budget Perpetual
GOVT GENERAL LEDGER 10.7 CONCURRENT DEVICE Perpetual	1824608	33	Oracle Financials - Enterprise \$M in Operating Budget Perpetual
GOVT PAYABLES 10.7 CONCURRENT DEVICE Perpetual	1824608	33	Oracle Financials - Enterprise \$M in Operating Budget Perpetual
GOVT RECEIVABLES 10.7 CONCURRENT DEVICE Perpetual	1824608	33	Oracle Financials - Enterprise \$M in Operating Budget Perpetual
ALERT 10.7 (BUNDLED) COMPUTER Perpetual	1824608	4	Oracle Financials - Enterprise \$M in Operating Budget Perpetual
ORDER ENTRY 10.7 CONCURRENT DEVICE Perpetual	1824608	33	Oracle Order Management - Enterprise \$M in Operating Budget Perpetual
GOVT PURCHASING 10.7 CONCURRENT DEVICE Perpetual	1824608	35	Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual
PROJECT BILLING 10.7 CONCURRENT DEVICE Perpetual	1824608	33	Oracle Project Billing for Oracle Project Costing - Enterprise \$M in Operating Budget Perpetual
PROJECT COSTING 10.7 CONCURRENT DEVICE Perpetual	1824608	33	Oracle Project Costing - Enterprise \$M in Operating Budget Perpetual
Sourcing Application User Perpetual	13489644	5	Oracle Sourcing for Oracle Purchasing - Enterprise \$M in Operating Budget Perpetual
INVENTORY 10.7 CONCURRENT DEVICE Perpetual	1824608	34	Oracle Inventory Management - Enterprise \$M in Operating Budget Perpetual
TRAINING ADMINISTRATOR V1.0	1824609,	6200	Oracle Learning Management -

REL10.7 EMPLOYEE Perpetual	1824606		Enterprise \$M in Operating Budget Perpetual
Advanced Benefits	13489644	6200	Oracle Advanced Benefits - Enterprise \$M in Operating Budget Perpetual
TIME MANAGEMENT V1.0	1824611, 1824632, 1824633	6200	Oracle Time and Labor - Enterprise \$M in Operating Budget Perpetual
HUMAN RESOURCES 10.7	1824608, 1824605, 1824606, 1824609, 1824611	6200	Oracle Human Resources - Enterprise \$M in Operating Budget Perpetual
PAYROLL 11.0	1824605, 1824606, 1824609	6200	Oracle Payroll - Enterprise \$M in Operating Budget Perpetual
Self-Service Human Resources	13489644	6200	Oracle Human Resources - Enterprise \$M in Operating Budget Perpetual

## F.2 Technology Products

License Migration						
Net to Net Existing Licenses (Terminated)				Existing CSI	Existing Quantity	Migrated Licenses (New)
PARALLEL	SERVER	OPTION	8.0	1824605, 1824606, 1824609, 1824607, 1824608	6200	Real Application Clusters - Processor Perpetual
EMPLOYEE	Perpetual					