



EXECUTABLE QUOTE

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

Your Name CONTRA COSTA COUNTY
Your Location 30 Douglas Drive
 MARTINEZ
 MARTINEZ
 CA 94553, US

Your Contact
Phone Number
Email Address

Sheryl Webster
925-313-1281
Sheryl.Webster@doit.cccounty.us

License Summary	
Description / License Type	Quantity
Oracle User Productivity Kit Professional - Employee Perpetual	10250
Oracle User Productivity Kit Professional - UPK Developer Perpetual	1
PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual	11200
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	11200
PeopleSoft Enterprise Succession Planning - Enterprise Employee Perpetual	11200
PeopleSoft Enterprise UPK Human Resources (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	1

License Migration			
Net to Net Existing Licenses (Terminated)	CSI	Quantity	Migrated Licenses (New)
Peoplesoft Enterprise Ebenefits - EMPLOYEE COUNT	14479713	3200	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual
Peoplesoft Enterprise Ebenefits - Employee Count	14479713	8000	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual
Peoplesoft Enterprise Eprofile - EMPLOYEE COUNT	14479713	3200	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual
Peoplesoft Enterprise Eprofile - Employee Count	14479713	8000	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual
Peoplesoft Enterprise Extended Enterprise License - Employee Count	14479713	8000	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual
Peoplesoft Enterprise Human Resources - EMPLOYEE COUNT	14479713	3200	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual
Peoplesoft Enterprise Human Resources - Employee Count	14485539	8000	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual
Peoplesoft Upk Developer - NAMED USER	14479724	100	Oracle User Productivity Kit Professional - Employee Perpetual
Peoplesoft Upk Developer - REGISTERED NAMED USER	14479724	200	Oracle User Productivity Kit Professional - Employee Perpetual

License Migration			
Ratio Existing Licenses (Terminated)	CSI	Quantity	Migrated Licenses (New)
Peoplesoft Enterprise Human Resources - EMPLOYEE COUNT	14479713	3200	PeopleSoft Enterprise Succession Planning - Enterprise Employee Perpetual
Peoplesoft Enterprise Human Resources - Employee Count	14485539	8000	PeopleSoft Enterprise Succession Planning - Enterprise Employee Perpetual
Peoplesoft Enterprise Upk - Human Resources - NAMED USERS	14479724	100	PeopleSoft Enterprise UPK Human Resources (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual
Peoplesoft Upk Developer - NAMED USER	14479724	1	Oracle User Productivity Kit Professional - UPK Developer Perpetual

Net to Net Migrated Licenses (New)	Quantity	Net Credit	Net Fee
Oracle User Productivity Kit Professional - Employee Perpetual Software Update License & Support	10250	27,050.68	65,199.32 21,236.78
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual Software Update License & Support	11200	391,999.61	50,764.00 115,253.48

Ratio Migrated Licenses (New)	Quantity	Net Fee
PeopleSoft Enterprise UPK Human Resources (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual Software Update License & Support	1	0.00 7,128.30
PeopleSoft Enterprise Succession Planning - Enterprise Employee Perpetual Software Update License & Support	11200	0.00 28,341.62
Oracle User Productivity Kit Professional - UPK Developer Perpetual Software Update License & Support	1	0.00 235.37

Programs and Program-Related Service Offerings		
Enterprise Programs		
Description / License Type	Quantity	Net Fee
PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual Software Update License & Support	11200	139,944.00 30,787.68
Program and Program-Related Service Offerings Fees		170,731.68

Other Fees	Quantity	Net Fee
Back Support Fee	1	21,836.49
Other Fees		21,836.49

Fee Description	Net Fee
Program Fees	139,944.00
Net to Net Migrated Licenses (New) License Fees	115,963.32
Net to Net Migrated Licenses (New) Support Fees	136,490.26
Program-Related Service Offerings Fees	30,787.68
Ratio Migrated Licenses (New) License Fees	0.00
Ratio Migrated Licenses (New) Support Fees	35,705.29
Other Fees	21,836.49
Total Fees	480,727.04

A. Agreement and Modifications to the Agreement

1. Agreement

This order incorporates by reference the terms of the Oracle Master Agreement **US-OMA-QT5714570** and all amendments and addenda thereto (the "Master Agreement"). The defined terms in the Master Agreement shall have the same meaning in this order unless otherwise specified herein.

2. Applicable Schedule(s)

Programs and Program-Related Service Offerings are governed by Schedule P - Program.

B. General Terms

1. Summary of Fees

a. Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

b. You have ordered Hardware and/or Programs and 12 months of technical support services.

2. Territory

The Program licenses included on this order are for use in the U.S.

3. Delivery and Installation

a. You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.

b. 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/exempt> the programs listed above. Through the Internet URL, you can access and electronically download to your CA location the current production release as of the effective date below of the software and related program documentation for each program listed above. You shall have 60 days from the effective date of this ordering document to complete the download of the software and program documentation. 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 specified above. You acknowledge that Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise. You agree to execute and return the attached Certificate of Electronic Delivery simultaneously with the execution and return of this ordering document.

Provided that you have continuously maintained technical support for the programs and in the licensed quantities listed above, Oracle will make available to you for electronic download the updates provided under technical support to the programs listed above.

Should you require a replacement copy of the software or program documentation, such replacement copy shall also be delivered electronically. You shall not be entitled to any replacement copy in the form of tangible media for the software or the program documentation.

You acknowledge and agree that (a) you have not received any tangible media for the programs listed above as of the effective date, (b) any rights to receive tangible media granted under the agreement shall not be applicable to or provided for the programs listed in above or any updates for these programs and (c) you are solely responsible for ensuring that tangible media is not ordered by you from Oracle for the programs listed above or any updates to these programs.

You acknowledge and agree that you have requested to receive all updates provided by Oracle under Oracle's Technical Support Services via electronic delivery and you are solely responsible for ensuring that you do not order tangible media from Oracle for the programs which you receive via electronic delivery. In the event that you order updates for delivery via tangible media shipment (i.e., shipment of CD Pack(s)), sales taxes and interest may be due and you agree to reimburse Oracle for any applicable sales taxes and interest (interest rate used will be the applicable state's rate on sales tax underpayments) related to acquisition of such updates as specified in the agreement.

4. Pricing Invoicing and Payment Obligation

a. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

You may change a Hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may

be accessed at <http://oracle.com/contracts>.

b. Provided that you comply with the delivery terms in the Delivery and Installation Section of this ordering document, Oracle shall not invoice you for sales tax pursuant to CA tax law based on the net license fees and net technical support fees for the programs listed above and all updates to these programs delivered by electronic download; however, you agree to indemnify and hold Oracle harmless from and against any claims, losses, damages, costs, and expenses arising from imposition of sales tax based on the net license fees and net technical support fees listed above and any updates to these programs delivered by electronic download.

5. Fees

Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

6. Order of Precedence

In the event of inconsistencies between the terms contained in this order and the Master Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

7. Offer Validity

This order is valid through **30-NOV-2015**, and shall become binding upon execution by You and acceptance by Oracle.

8. Oracle's License Definitions and Rules

A copy of Oracle's Definitions and Licensing Rules is attached hereto and incorporated by reference. To fully understand Your license grant, You need to review the definition for the licensing metric and term designation as well as the licensing rules, which are listed below.

9. Customer Reference

Oracle may refer to You as an Oracle customer of the ordered Products and Service Offerings in sales presentations, marketing vehicles and activities.

C. Other

1. License Migration

a. You agree to migrate licenses previously acquired to new license types and/or Program names in accordance with the license definitions and rules applicable to the new licenses. The existing licenses to be migrated are specified in the Ratio / Net to Net Existing Licenses (Terminated) column(s) above. These licenses are migrated to the number of licenses and license types specified in the Ratio / Net to Net Migrated Licenses (New) column(s) above. All existing licenses that are being migrated will be deemed terminated upon execution of this order.

b. The support fees due under this order shall be reduced by the amount of unused Software Update License & Support associated with the migrated existing licenses ("support"), provided the invoices for such support have been paid in full. The amount of unused support as of 23-NOV-2015 is US Dollars \$ 0.00 and represents an estimate of the support fee credit. The actual support fee reduction will be processed as of the effective date of this order.

2. License Summary

The license summary section above provides a comprehensive list of the Program licenses that You have ordered pursuant to this order. The License Migration section(s) describe in further detail the Program licenses and associated fees.

3. Back Support Fee

The back support fee amount as of 23-NOV-2015 is reflected in the table(s) located above Section A and represents an estimate of the back support fee. The actual back support fee will be processed as of the effective date of this order.

D. Future Purchases

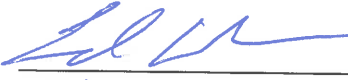
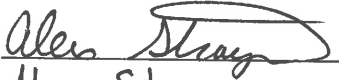
1. Expansion

a. If You exceed Your licensed quantity You must order the Programs (and first year Software License Update & Support for the Programs) at the appropriate license and support fees specified on the attached Expansion Table A. The number of additional Program licenses to be ordered shall be equal to the actual number of Enterprise Employee as of the order date less the total number of licensed

quantity (under this order or other orders) rounded up to the next increment on the attached Expansion Table A.


b. Oracle has no delivery obligation for Program licenses ordered pursuant to this section..

c. The license definitions and program specific terms contained in the Order Specific License Definitions and Rules section within the attached Definitions and Licensing Rules will apply to program licenses ordered pursuant to this section.

CONTRA COSTA COUNTY Authorized Signature		Oracle America, Inc. Authorized Signature	
Name	<u>Ed WOO</u>	Name	<u>Alex Strayer</u>
Title	<u>Chief Information Officer</u>	Title	<u>License Manager</u>
Signature Date	<u>11/19/2015</u>	Signature Date	<u>24-NOV-2015</u>
Effective Date	(to be completed by Oracle)		<u>24-NOV-2015</u>

CAO: Julie Green

FORM APPROVED
Sharon L. Anderson, County Counsel

By Deputy 
Eric Gdston

Expansion Table A

Listed below is the license fee and first year Software Update License & Support fee for additional program licenses for the Oracle program listed under this ordering document with the license type "Enterprise Employee" that may be purchased pursuant to section D.1 of this ordering document:

Product Description		License Fee/ Increment	First Year Software Update License & Support/ Increment	Increment
PeopleSoft Enterprise Human Resources	Enterprise Employee	\$61,029.58	\$13,426.51	1,120
PeopleSoft Enterprise Succession Planning				
PeopleSoft Enterprise Benefits Administration	Enterprise Employee	\$13,994.40	\$3,078.77	1,120

Certificate of Electronic Delivery

This Certificate of Electronic Delivery is executed as of the effective date set forth below by **CONTRA COSTA COUNTY** ("you") and relates to the electronic delivery of certain software programs provided by Oracle America, Inc. ("Oracle"). This Certificate of Electronic Delivery shall be governed by the terms of the **US-OMA-QT5714570** between You and Oracle dated 24-NOV-2015 and all amendments and addenda thereto (the "agreement").

As of the date of this Certificate of Electronic Delivery, You agree that Oracle has provided You with an Internet URL through which You can download all the programs provided in the ordering document between Oracle and You dated 24-NOV-2015 (the "ordering document"). You will have 60 days from the effective date of the ordering document to complete Your download of the programs provided.

You agree that Oracle has completed all of the delivery responsibilities required by the ordering document and the agreement and no additional shipment of the programs on tangible media (CD's, Disks, Tapes, etc.) shall be provided or is required.

The Effective Date of this Certificate of Electronic Delivery is 24-NOV-2015.

CONTRA COSTA COUNTY

Signature



Name

Ed WOOD

Title

Chief Information Officer

License Definitions and Rules:

A. Order Specific License Definitions and Rules

Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs.

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.

Enterprise Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. The value of these Program licenses is determined by the number of Enterprise Employees. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of Your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Employees as of such date.

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.

UPK Developer: 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. UPK Developers may create, modify, view and interact with simulations and documentation.

Oracle Financing 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.

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.

UPK Module: is defined as the functional software component described in the product documentation.

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.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (<https://support.oracle.com>). For new or unsupported customers, please contact Your Oracle Account Manager for this information.

B. You are responsible for ensuring that these restrictions are not violated:

Programs that contain "for Oracle Applications" in the Program name are limited use Programs. These limited use Programs may only be used with "eligible" Oracle application Programs that contain the following prefixes in the Program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance, Oracle Primavera, Oracle Hospitality, Oracle XBRI, and Oracle Relate. For those prefixes designated above with a "*" not all Programs with that prefix are eligible for use with the "for Oracle Applications" limited use Programs. For a list of excluded Programs please review the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>. Notwithstanding anything above, Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name provided that the Oracle Fusion Human Capital Management Programs are the only Programs configured to run against the database instance Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics Programs. Oracle Business

Intelligence Foundation Suite for Oracle Applications may also be used with the following Programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use Programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

The number of Hyperion Program option licenses must match the number of licenses of the associated Hyperion Program.

C. Licensing Rules for Applications

You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.

D. Licensing Rules for JD Edwards Applications

Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at <http://oracle.com/contracts> for additional information.

The Programs include GNU libgmp library; copyright 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained in the Programs. The Programs may also contain other third party products.

E. Licensing Rules for PeopleSoft Applications

Your license for the Program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards Program table located at <http://oracle.com/contracts> for additional information.

You may use PeopleTools – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise Programs You have licensed. Oracle will deliver this Program to You per the delivery terms in Your order.

F. Licensing Rules for Programs Licensed per UPK Module

Oracle grants to You a non-exclusive, nontransferable license for Your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") Programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application 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 Employees and/or Application 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 this 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 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 this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application 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 this agreement. Application and Employee User(s) of UPK Programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.