

Purchase Order

DO NOT INVOICE TO THIS ADDRESS
City and County of Denver

Purchasing Division
 201 West Colfax Avenue Dept 304
 Denver CO 80202
 United States
 Phone: 720-913-8100 Fax: 720-913-8101



PENDING APPROVAL

Dispatch via Print

Purchase Order	Date	Revision	Page
EAPPS-0000001697	03/04/2011		1 of 2
Payment Terms	Freight Terms	Ship Via	
Net 30	DESTINATION	Common	
Buyer	Phone	Origin	
Joseph Saporito	720/913-8118	REG	

Vendor: 0000040885 Phone: 303-336-9958 Fax: 720-865-5681

ORACLE AMERICA INC
 500 ORACLE PARKWAY
 REDWOOD SHORES CA 94065
 United States

Ship To:
 Technology Services
 201 West Colfax Avenue, Dept 301
 Denver CO 80202
 United States

Bill To:
 Accounts Payable
 201 West Colfax Ave Dept 908
 720/913-8811
 Denver CO 80202
 United States

Tax Exempt? Y Tax Exempt ID: 98-02890-000

Line-Sch	Vendor Part #/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	PEOPLESFT SOFTWARE MAINTENANCE RENEWAL - SERVICE CSI# 14486739 COVERAGE TERM: 03-20-2011 to 03-19-2012		1.00	EA	560,056.28	560,056.28	03/19/2011

Schedule Total 560,056.28

Product Description - License Metric - License Count - Final Cost
 Purchasing For Public Sector - Reported Revenues Perpetual - 1459000000 - 55,703.79
 Time And Labor For Public Sect - Employee Count Perpetual - 12000 - 46,787.98
 Accounts Payable For The Publi - Reported Revenues Perpetual - 1459000000 - 35,453.34
 Billing For Public Sector - Reported Revenues Perpetual - 1459000000 - 35,453.34
 General Ledger For The Public - Reported Revenues Perpetual - 1459000000 - 50,636.18
 Human Resources For Public Sec - Employee Count Perpetual - 12000 - 53,464.86
 Inventory For Public Sector - Reported Revenues Perpetual - 1459000000 - 55,703.50
 Asset Management For Public Se - Reported Revenues Perpetual - 1459000000 - 30,385.73
 Payroll For Public Sector - Employee Count Perpetual - 12000 - 53,464.86
 Accts Receivable For The Publi - Reported Revenues Perpetual - 1459000000 - 45,578.54
 Benefits Admin. For Public Sec - Employee Count Perpetual - 12000 - 46,787.98
 Project Costing For Public Sec - Reported Revenues Perpetual - 1459000000 - 50,636.18

Req ID: 0000051515 **Item Total** 560,056.28

ORDINANCE NO.:

This Purchase Order is contingent on Council action in accordance with 3.2.6 (e) of the City Charter and is void without such action.

Purchase made pursuant to Bidder's Proposal No: XC43041
 For further questions regarding this purchase, contact: Gene Humphries 720-913-4330

In December of 2004, the parties entered into the SOFTWARE LICENSE AND SERVICES AGREEMENT ("Agreement") which is attached as Exhibit A. That Agreement provides for the terms and conditions of this Purchase Order and nothing contained in this Purchase Order shall replace or supersede the Agreement. This Purchase Order is the mechanism for the payment of Support Services for the "Service Level: Software Update License and Support" for the Supportable Modules listed in this Purchase Order from March 19, 2011 through March 19, 2012.

Total PO Amount 560,056.28

1-209

Purchase Order

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Any Discrepancies must be reconciled with the Purchasing Division Buyer before this order is filled.

This Purchase Order may contain an item or items issued pursuant to a Master Purchase Order(s) ("MPO") previously agreed to between the City and the Vendor. All of the terms and conditions of the MPO(s) referenced above shall govern the purchase of the related item(s). The Vendor acknowledges and agrees by accepting this Purchase Order: a) that for any item referencing an MPO and where the terms and conditions stated in this Purchase Order differ from the MPO(s) the PO terms are void and of no effect [unless agreed to in a separate written or electronic acknowledgment between the Vendor and the Director of Purchasing] and b) that where there is no MPO referenced above, the Vendor agrees to be bound by all of the terms and conditions of this Purchase Order.



EXHIBIT A

64-915

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement is made as of December 15, 2004 ("Effective Date") by and between PeopleSoft USA, Inc. ("PeopleSoft"), a Colorado corporation having a principal place of business at 4460 Hacienda Drive, P.O. Box 8018, Pleasanton, California 94588-8618 and City and County of Denver ("Licensee"), a municipal corporation of the State of Colorado, having a principal place of business at 1437 Bannock Street, Denver, CO 80202.

UNLESS AMENDED IN ACCORDANCE WITH THE APPLICABLE TERMS HEREIN, THIS AGREEMENT MAY ONLY BE USED TO LICENSE THOSE PRODUCTS AS DELINEATED IN THE SCHEDULES MADE PART HEREOF AND NO OTHER SOFTWARE MAY BE LICENSED UNDER THIS AGREEMENT

1. LICENSE

1.1 PeopleSoft grants Licensee a nonexclusive, nontransferable license to:

- (a) make and run copies of the Software for Licensee's internal data processing operations on one or more servers and/or workstations located at facilities owned or leased by Licensee in the Territory;
- (b) access and use the Software and provide access to Designates;
- (c) modify or merge the Software with other software, and use such modified or merged software; and
- (d) make and use copies of, and modify, the Documentation and use such Documentation as modified.

No modification or merger of the Software with other software or modification of the Documentation, however extensive, shall diminish PeopleSoft's or its licensors' right, title or interest in the Software and Documentation.

1.2 PeopleSoft shall provide Licensee with the number of copies of the Software as specified in the applicable Schedule(s), and shall provide Licensee with an equal number of copies of the Documentation.

2. LIMITATIONS ON LICENSE

2.1 Licensee shall not:

- (a) Access or use any portion of the Software not expressly licensed and paid for by Licensee;
- (b) Access or use any Software, except through enterprise integration points documented by PeopleSoft;
- (c) Cause or permit decompilation or reverse assembly of all or any portion of the Software, except as expressly provided by applicable law;
- (d) Disclose or publish performance benchmark results for Software (as delivered or subsequently modified) without PeopleSoft's prior written consent;
- (e) Export or use the Software or Documentation in violation of U.S., Canadian, or other applicable laws or regulations, including the U.S. Department of Commerce export administration regulations;
- (f) Use, or authorize or permit the use of, the Software except as expressly permitted herein;
- (g) Use Third Party Software except solely in conjunction with the Software;
- (h) Delete, fail to reproduce or modify, any patent, copyright, trademark or other proprietary rights notices which appear on or in the Software or Documentation;
- (i) Directly or indirectly, sublicense, relicense, distribute, disclose, use, rent or lease the Software or Documentation, or any portion thereof, for third party use, third party training, facilities management, time-sharing, use as an application service provider, or service bureau use; or
- (j) Except as expressly provided herein, or in any Schedule referencing this Agreement, use the Software to create new applications, modules, products or services.

2.2 PeopleSoft reserves all rights not expressly granted herein.

3. FEES AND PAYMENT TERMS

3.1 Except as otherwise specified in a Schedule: (i) Licensee shall cause a third party to pay PeopleSoft all fees in U.S. dollars within thirty (30) days from the date of PeopleSoft's invoice; and (ii) all payment obligations are non-cancelable, nonrefundable and non-contingent.

3.2 Excluding taxes based on PeopleSoft's income, Licensee is liable for all taxes, duties and customs fees relating to the Software, Documentation, and/or Services whether or not PeopleSoft invoices Licensee for such taxes, duties or customs fees, unless Licensee has provided PeopleSoft with a valid tax exemption or direct pay

certificate which exempts Licensee from such payments. The parties acknowledge that payments are subject to provisions of D.R.M.C. § 20-107. Licensee is exempt from Federal Excise Tax and duties and custom fees pursuant to Registration No. A-138560 dated April 5, 1960 and from State sales tax pursuant to Colorado State Sales Tax Exemption Tax No. 98-02890 as evidenced by the certificate of exemption on file with PeopleSoft.

3.3 PeopleSoft agrees to pay promptly all taxes, excises, license fees and permit fees of whatever nature applicable to its operations, and to take out and keep current all required licenses or permits, whether municipal, state or federal, required for the conduct of its business under this Software License and Services Agreement and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent.

3.4 If Licensee's internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due to PeopleSoft, it will timely issue such purchase order and inform PeopleSoft of the number and amount thereof. Licensee agrees that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of Licensee's obligations hereunder, including payment of amounts owed to PeopleSoft.

3.5 Any other provision of this Agreement notwithstanding, in no event shall Licensee cause a third party to pay for the licenses provided, services rendered and expenses incurred by PeopleSoft under the terms of this Agreement for any amount in excess of the sum of \$2,102,706.00. PeopleSoft acknowledges that Licensee is not obligated to execute an agreement or agreements or amendment for any further phase of services other than those described herein, and that any services performed by PeopleSoft beyond that specifically described herein is performed at PeopleSoft's risk and without authorization under this Agreement. It is understood and agreed that any payment obligation of Licensee hereunder, whether direct or contingent, shall extend only to funds appropriated and encumbered by the Denver City Council for the purpose of this Agreement and paid into the Treasury of Denver. PeopleSoft acknowledges that (i) Licensee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Licensee.

4. TITLE AND PROTECTION

4.1 The Software and Documentation contain valuable intellectual property rights and proprietary information. PeopleSoft (or its licensors) retains title to the Software and Documentation, and all copyright and other rights to all portions of the Software and Documentation, and all modifications and alterations thereto, and all copies thereof. Except as specified herein, Licensee does not acquire any rights, express or implied, in the Software and Documentation, and has no right to commercialize or transfer any Software or Documentation, in whole or in part, or any modifications or alterations thereto. No license, right, or interest in any PeopleSoft trademark, trade name, or service mark is granted pursuant to this Agreement.

4.2 Title to the physical media for the Software vests in Licensee upon PeopleSoft's shipment to Licensee.

4.3 The Software was developed at private expense, is commercial, and is published and copyrighted. The Software may be transferred to the U.S. government only with the prior written consent of an officer of PeopleSoft and solely with "Restricted Rights" as that term is defined in FAR 52.227-19(c)(2) (or DFAR 252.227-202.32 (c)(1) if the transfer is to a defense-related agency) or subsequent citation. If Licensee is an agency of the United States government or licensing the Software for operation on behalf of the United States government, the Software is licensed to Licensee with rights no greater than those set forth in Federal Acquisition Regulation 52.227-19(c)(2) [or DFAR 252.227-7202.32 (c)(1) if the Licensee is a defense-related agency] or subsequent citation.

5. INDEMNITIES

5.1 PeopleSoft will defend and indemnify Licensee against any claims by third parties for damages incurred by such third parties alleging that the Software for which PeopleSoft has been paid infringes the third party's copyright rights in the U.S. ("Indemnified Claim"). Licensee will give PeopleSoft prompt written notice of such claim, and information, reasonable assistance, and the sole authority to defend or settle such claim. In the event that PeopleSoft becomes aware of an actual or potential Indemnified Claim, PeopleSoft may, in its reasonable judgment, and at its option and expense: (i) obtain for Licensee the right to continue using the allegedly infringing Software; (ii) replace or modify the allegedly infringing Software so that it becomes noninfringing; or (iii) terminate the license for the allegedly infringing Software and upon receipt of such Software, return a prorated portion of the license fees paid by Licensee for such Software, prorated over a five (5) year term from the applicable Schedule Effective Date. PeopleSoft will have no obligation to defend or indemnify Licensee in the event that Licensee agrees to settle any

claim without the prior written consent of the General Counsel for PeopleSoft, Inc. or for any liability arising out of or relating to any allegations or claims of infringement, to the extent the alleged infringement is based on: (a) a modification of the Software that is not an Update; (b) use of the Software other than in accordance with the Documentation or the terms of this Agreement; (c) use of a release of the Software no longer supported by PeopleSoft; (d) use of a release of the Software without having implemented all Updates, the use of which would have cured the alleged infringement; (e) any Third Party Software, unless otherwise specified in a Schedule; (f) use of the Software in combination with any other hardware, software or material where, absent such combination, the Software would not be infringing, or (g) Software or Services for which PeopleSoft has not been paid. This Section states PeopleSoft's entire liability for actual or alleged infringements and Licensee's sole and exclusive remedy in relation thereto.

5.2 Licensee is not agreeing by executing this Agreement to indemnify, hold harmless, exonerate, or assume the defense of PeopleSoft or any other person or entity whatsoever, for any purpose whatsoever. PeopleSoft may pursue any remedies available to it under law.

5.3 It is expressly understood and agreed that enforcement of the terms and conditions of this Software License and Services Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Licensee and PeopleSoft, and nothing contained in this Software License and Services Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Software License and Services Agreement. It is the express intention of the Licensee and PeopleSoft that any person or entity other than the Licensee or PeopleSoft receiving services or benefits under this Software License and Services Agreement shall be deemed to be an incidental beneficiary only. The Licensee and County of Denver expressly reserves all rights granted by statute or other applicable law. No provision of this Agreement, including the attachments and other documents related thereto, shall be construed as a waiver of any statutory or other legal rights which may be available to the Licensee.

5.4 EXCEPT FOR LICENSEE'S INFRINGEMENT OF PEOPLESOFT'S INTELLECTUAL PROPERTY RIGHTS, THE FOREGOING PROVISIONS OF THIS SECTION ENTITLED "INDEMNITIES" STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF THE PARTIES, AND THE EXCLUSIVE REMEDY OF THE INDEMNIFIED PARTY, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

6. TERM AND TERMINATION

6.1 This Agreement will remain in effect perpetually unless and until terminated pursuant to this Section entitled "Term and Termination".

6.2 Either party may terminate this Agreement in the event of the other party's failure to materially comply with any term of this Agreement and such noncompliance remains uncured for more than thirty(30) days after notice thereof. Notwithstanding the foregoing, PeopleSoft may terminate this Agreement immediately by giving notice to Licensee, in case of Insolvency or in case of a breach of Licensee's obligations under the sections herein entitled "Title and Protection," "Nondisclosure Obligation," or "Assignment".

6.3 Upon termination, Licensee shall immediately cease using and destroy or return to PeopleSoft all copies of PeopleSoft's Confidential Information, including, without limitation, Software and Documentation in any form, including partial copies and modified versions, and shall certify in writing to PeopleSoft that all such copies have been destroyed or returned.

6.4 Except as expressly provided otherwise in this Agreement, (i) all remedies available to either party are cumulative and not exclusive; and (ii) termination of this Agreement or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief. Upon termination, all amounts owed under this Agreement and all Schedules shall immediately become due and payable.

7. LIMITED WARRANTY

7.1 PeopleSoft warrants that the Software, as delivered to Licensee, for a period of twelve (12) months from the applicable Schedule Effective Date will perform substantially in accordance with the Documentation, provided that: (a) Licensee remains a compliant, continuous subscriber to Support Services and has installed all Updates; (b) Licensee is using the Software in accordance with PeopleSoft's hardware and software guidelines; (c) any error or defect detected is reproducible by PeopleSoft; (d) the performance issue, error or defect does not relate to Third Party Software, except for the Third Party Software manufactured by SPL and listed on any respective Schedule hereto; and (e) Licensee notifies PeopleSoft of such nonconformance within the warranty period.

PEOPLESOFT DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT THE SOFTWARE WILL RUN UNINTERRUPTED, OR THAT ALL SOFTWARE ERRORS CAN OR WILL BE CORRECTED.

7.2 PeopleSoft warrants that the Services will be performed consistent with generally accepted industry standards, provided that Licensee notifies PeopleSoft within one (1) month of performance of the Services that Licensee believes such Services were not performed consistent with generally accepted industry standards. No specific result from the provision of such Services is assured or guaranteed.

7.3 For any breach of the warranties contained in this Agreement, Licensee's exclusive remedy and PeopleSoft's sole obligation and entire liability shall be limited to:

7.3.1 For Services, at PeopleSoft's sole option, (i) the reperformance of the Services which were not as warranted at no additional charge by PeopleSoft to Licensee, or (ii) refund of the fees paid to PeopleSoft for the Services which were not as warranted.

(a) For Software which does not conform to the warranties contained in this Agreement, PeopleSoft will, at its sole option, and provided Licensee otherwise complies with the terms of this Agreement, (i) repair or replace the nonconforming Software within a commercially reasonable time period after receiving notice from Licensee of such nonconformance, or (ii) refund the amounts paid by Licensee for the nonconforming Software module upon receipt of the Software, and the execution of an amendment by Licensee pursuant to which the license for the Software module for which Licensee is receiving a refund is terminated.

(b) Licensee accepts sole responsibility for (i) Licensee's system configuration, design and requirements, (ii) the selection of the Software to achieve Licensee's intended results, and (iii) modifications, changes or alterations to the Software. Licensee acknowledges that it has had an opportunity to review the Documentation, it understands the functionality of the Software and its ability to work with Licensee's systems and to support Licensee's business, and that it has made its own evaluation in deciding to license the Software.

7.4 PeopleSoft will pass through to Licensee, to the fullest extent possible, the warranties from PeopleSoft's licensors as they relate to Third Party Software.

7.5 EXCEPT AS EXPRESSLY STATED IN THIS SECTION ENTITLED "LIMITED WARRANTY", THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE SOFTWARE, DOCUMENTATION, OR ANY SERVICES OR SOFTWARE PROVIDED BY PEOPLESOFT TO LICENSEE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND PEOPLESOFT EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES AND CONDITIONS.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, PEOPLESOFT WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM LOST DATA OR LOST PROFITS, OR COSTS OF PROCURING SUBSTITUTE GOODS, SOFTWARE OR SERVICES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR PEOPLESOFT'S OBLIGATIONS UNDER SECTIONS HEREIN PERTAINING TO INDEMNIFICATION, OR FOR DAMAGES ARISING FROM SERIOUS INJURY TO PERSONS OR DEATH, PEOPLESOFT'S LIABILITY SHALL BE LIMITED TO THE SOFTWARE LICENSE FEES PAID HEREUNDER. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NOTHING IN THIS SECTION MAY BE INTERPRETED SO AS TO NULLIFY ANY LIABILITIES FOR DAMAGES THAT MAY ARISE UNDER ANY PRIOR SOFTWARE LICENSE AGREEMENT THAT MAY HAVE BEEN EXECUTED BY THE PARTIES. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION ENTITLED "LIMITATION OF LIABILITY". LICENSEE ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE SOFTWARE AND SERVICES WOULD BE HIGHER.

9. NONDISCLOSURE OBLIGATIONS

9.1 Definitions.

(a) PeopleSoft's Confidential Information includes, without limitation, the Software, object and source code for the Software, and any associated documentation; information concerning PeopleSoft's plans for products or functionality, or service offerings; business policies or practices; information

identified as proprietary or confidential to PeopleSoft; any agreements and the terms, conditions, and pricing contained in the agreement(s); information received from others that PeopleSoft has agreed to keep confidential or to not disclose; PeopleSoft's research activities and plans, marketing and sales plans, strategic plans, forecasts, training materials, pricing and pricing strategies, methods of operation, internal controls, security procedures, licensee lists; unpublished financial information; and information presented to Licensee in focus groups, guide groups, or other advisory groups sponsored by PeopleSoft or its customers.

- (b) **Licensee's Confidential Information** means any and all information disclosed by Licensee to PeopleSoft which is identified as confidential or proprietary, including information concerning Licensee's plans for products or service offerings; business policies or practices; information identified as proprietary or confidential to Licensee; Licensee's research activities and plans, marketing and sales plans, strategic plans, forecasts, methods of operation, internal controls, security procedures, Licensee customer lists; and unpublished financial information.
- (c) **Discloser** is the party that is disclosing Confidential Information.
- (d) **Recipient** is the party that is receiving Confidential Information.

9.2 Notwithstanding any provision herein to the contrary, all information and materials shared between the parties shall be deemed to be Confidential, unless otherwise marked as non-confidential, or confidentiality is affirmatively waived by the parties, or such information by its nature and content could not be reasonably deemed to be confidential. During the course of the parties' relationship, they may have access to Confidential Information of the other. Recipient will not disclose Discloser's Confidential Information, orally or in writing, to any third party without the prior written consent of Discloser, except as provided below. The parties will protect each other's Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which the Recipient utilizes for its own information that it does not wish disclosed to others. Recipient shall use Discloser's Confidential Information only to the extent necessary to exercise its rights or perform its obligations hereunder.

9.3 The Agreement imposes no obligation on Recipient with respect to Discloser's Confidential Information that Recipient can establish by legally sufficient evidence: (a) was, prior to receipt from Discloser, in the possession of, or rightfully known by Recipient, without an obligation to Discloser to maintain its confidentiality; (b) is or becomes generally known to the public or comes into the public domain without violation of the Agreement or without a violation of an obligation of confidentiality owed to the Discloser; or (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality to Discloser. For purposes of this Section, a disclosure of Confidential Information will not render the Confidential Information "generally known to the public" when the (i) disclosure is enjoined by Discloser, (ii) disclosure is the subject of a written settlement agreement between Discloser and a third party resolving a dispute between Discloser and such third party as to the alleged wrongful disclosure of the Confidential Information, provided that such information remains confidential pursuant to the terms of the settlement, or (iii) disclosing party is held liable to Discloser for damages in an action alleging wrongful disclosure or misappropriation of the Confidential Information.

9.4 Recipient may provide access to and use of the Discloser's Confidential Information only to those third parties that have a need to use and access the Confidential Information in the course of providing services to Recipient concerning Licensee's use of the Software and have agreed to non-disclosure obligations substantially similar to those contained herein. Disclosure of Discloser's Confidential Information by any such third party will be deemed a breach by Recipient hereunder. To the extent Recipient may be required to disclose Confidential Information in a legal proceeding, Recipient may make such disclosure provided that Recipient notifies Discloser of such requirement prior to disclosure and makes diligent efforts to avoid and/or limit disclosure, and cooperates with Discloser in seeking a protective order.

9.5 The Recipient will not obtain, by virtue of the Agreement, any right, title, or interest in any Confidential Information of the Discloser, except as expressly provided herein. Immediately on termination of the Agreement, each party will certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed or returned to the Discloser, unless explicitly permitted in writing otherwise by the Discloser.

9.6 **ALL CONFIDENTIAL INFORMATION PROVIDED TO THE RECIPIENT IS "AS-IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND, UNLESS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT.**

9.7 Notwithstanding any other provisions in this Agreement, Licensee will comply with all provisions of the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*

10. NOTICE

All notices required by this Agreement shall be in writing and sent by regular mail, certified mail, overnight courier, personal delivery, or facsimile (if confirmed by regular mail, certified mail, overnight courier, or personal delivery) to the addresses indicated on the first page of this Agreement, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. Notice will be effective on the date shown on the delivery receipt or facsimile confirmation or, if sent by regular mail or where there is no written evidence of delivery, on actual receipt or refusal of receipt. For purposes of the license granted hereto the following notice information shall apply:

For Licensee: City Attorney
The City and County of Denver
1437 Bannock Street, Room 353
Denver, Colorado 80202

With copy to: Chief Information Officer
The City and County of Denver
201 W. Colfax Avenue, Dept. 301
Denver, Colorado 80202

For PeopleSoft: Attention General Counsel
PeopleSoft USA, Inc.
4460 Hacienda Drive
Pleasanton, CA 94588

11. ASSIGNMENT

11.1 Except in the event of a merger, consolidation, acquisition, internal restructuring, sale of all or substantially all of the assets of PeopleSoft, PeopleSoft may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Licensee, and any prohibited assignment shall be null and void. If PeopleSoft assigns this Agreement as provided in this Section, the assignee shall accede to all of the rights and obligations of PeopleSoft in this Agreement.

11.2 PeopleSoft consents to the assignment of this Agreement by the City to Koch Financial Corporation dated as of December 15, 2004.

12. SURVIVABILITY

The terms of Sections herein entitled "Insurance", "Conflict of Interest", "Title and Protection", "Term and Termination", "Limited Warranty", "Limitation of Liability", "Nondisclosure Obligations", "Indemnities" (with respect to claims arising from use of the Software during the term of the Agreement) "Notice", "Survivability", "General", and "Definitions" shall survive termination of this Agreement.

13. GENERAL

Notwithstanding any other provision herein, the Master Schedule 1, Exhibits A and B to the Master Schedule, and Schedule 2 are exhibits hereto and are merged and incorporated herein and is made part hereof. The Agreement is made in and will be governed by the laws of the State of Colorado, without regard to its choice of law principles, and without regard to the provisions of any state Uniform Computer Information Transactions Act or similar federal or state laws or regulations. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods. Exclusive jurisdiction and venue of any actions arising out of, or relating to or in any way connected with the Agreement, its negotiation or termination, or Software, Documentation or Services provided or to be provided by PeopleSoft, will be in the City and County of Denver, Colorado if in state court, and in the applicable district within Colorado if in Federal Court. In any litigation in which the parties are adverse, the parties agree to waive their respective rights to a trial by jury. The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement. The Agreement may be

Property Damage \$1,000,000 general aggregate

Comprehensive General Liability coverage shall include contractual liability and shall include the Licensee, its officers, officials, and employees as additional insureds as respects this Agreement.

- (c) Business Automobile Liability and Property Damage Insurance limits of liability no less than \$1,000,000 per occurrence. Rented and leased vehicles are likewise covered.
- (d) Errors and Omissions: PeopleSoft represents that as of the Effective Date it maintains or self insures for Errors and Omissions coverage in a commercially reasonable manner and in an amount of at least \$1,000,000 and will maintain such coverage for a period of 12 months from the Effective Date and a six-month extended reporting period.
- (e) Additional Requirements: All subcontractors hereunder are subject to the reasonable approval of Licensee's Director of Risk Management for purposes of insurance coverage, such approval not to be unreasonably withheld or delayed. PeopleSoft agrees to provide the Licensee's Director of Risk Management with certificates of insurance, in commercially reasonable form, upon request. PeopleSoft also agrees to provide to the Licensee's Director of Risk Management, either copies of any or all such policies or make such required policies available to City representatives for inspection at PeopleSoft's expense. Insurance coverage specified herein constitutes the minimum requirements and those requirements do not in and of themselves lessen or limit the liability of PeopleSoft under this Agreement. PeopleSoft shall obtain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary. The insurance requirements above shall not be deemed to limit or define the obligations of PeopleSoft and it is solely responsible for payment of any deductibles.

16. FORCE MAJEURE

Except for obligations to pay, and breaches pertaining to confidentiality provisions herein, neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Agreement due to causes beyond its control or resulting from Acts of God.

17. NO CONFLICT OF INTEREST

The parties agree that no official, officer or employee of the Licensee shall have any personal or beneficial interest whatsoever in the services or property described in the Software License and Services Agreement, and PeopleSoft further agrees not to hire or contract for services any official, officer or employee of the Licensee or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.9 and 1.2.12.

18. COLORADO GOVERNMENTAL IMMUNITY ACT

The parties hereto understand and agree that Licensee is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS

All of the licenses provided and services performed hereunder shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances, rules and regulations, and executive orders of the City and County of Denver.

20. 311

PeopleSoft acknowledges and agrees the Licensee acceptance and use of the Software hereunder will in no way prohibit Licensee from obtaining and using other software for its proposed 311 system.

21. DEFINITIONS

"Accessory Products" mean third party software delivered with the Software as a convenience to Licensee, but not licensed under this Agreement. They are licensed to Licensee pursuant to individual end user license agreements that are contained in the software. Accessory Products are not Supportable Modules.

"Agreement" means this Agreement, together with Master Schedule 1, Exhibits A and B to the Master Schedule, and Schedule 2. Each Schedule with the terms of this Agreement, and any exhibits and amendments thereto, is a separate and independent contractual obligation of PeopleSoft from any other Schedule.

"Base Metric" means that Metric limit for which Licensee and related entities are licensed to use or benefit from the use of the Software.

"Designates" means Licensee's customers, suppliers, vendors, benefits providers and other such third parties providing goods or services to Licensee that Licensee may provide with a right to access the Software to facilitate Licensee's use of the Software consistent with the terms of this Agreement. In no event shall a Designate have the right to (i) install the Software on a server, workstation or other computer, (ii) access or use the Software to run its internal data or support its internal operations except as such access or use relates to Licensee's use of the Software consistent with the terms of this Agreement, or (iii) access the source code for the Software. A breach by a Designate will be considered a breach by Licensee.

"Documentation" means the technical publications relating to the Software, such as reference, user, installation, systems administrator and technical guides, delivered by PeopleSoft to Licensee.

"Insolvency" means (i) Licensee's general failure or inability to pay its debts as they become due, cessation of its business, or admission of its inability to pay its debts, (ii) the commencement of a case, by or against Licensee, under Title 11 of the United States Code (or any other similar proceeding for the arrangement, adjustment or composition of debts under any state, federal or foreign law providing for the relief of debtors), (iii) the appointment of, assignment to, or the taking of possession by, a receiver, trustee, assignee, custodian, liquidator, sequestrator or other similar agent or officer of Licensee, or of all or a substantial part of its property, or (iv) any corporate action by Licensee to authorize any of the actions in clauses (ii) and (iii) hereof.

"Metric" means that size measurement utilized to: (i) measure the size of Licensee and related entities licensed to use or benefit from the use of the Software; and (ii) define the limitations of the license granted pursuant to the Agreement; and includes Employee Count, Reported Revenues, Student Count, Customer Count and Funds Raised

"Named Developer(s)" means each uniquely identified person having the right to use the Software Materials for development or customization of training content. If and when a Named Developer permanently discontinues use of the Software Materials, the Licensee may allow an alternate Named Developer to assume the initial Named Developer's identification and use the Software Materials in place of the initial Named Developer.

"Named User" means only one (1) uniquely identified full or part time employee, or Designate Identified by Licensee to be users of any Content Materials, if applicable, and/or any content created by Customer using the Software Materials. A Named User is counted as a Named User regardless of whether the individual is accessing the Content Material and/or content created by Customer using the Software Materials at any given time. In no event shall the total number of Named Users accessing the Content Material and content created by Customer using the Software Material exceed the number of Named Users licensed by Customer.

"Schedule(s)" means the schedule(s) or amendment executed by the parties and which references this Agreement.

"Services" means installation, Support Services and/or training provided by PeopleSoft or its subcontractors to Licensee.

"Software" means all or any portion of the binary computer software programs and related source code (except as otherwise provided in a Schedule), listed on the applicable Schedule as being licensed by Licensee, or otherwise indicated in the Agreement as being licensed by Licensee, available as of the Schedule Effective Date, which is delivered by PeopleSoft to Licensee, including Tools and Third Party Software. Software does not include source code for Third Party Software or Tools. Software also includes Updates, if any. Unless specifically stated otherwise, all Software is delivered to Licensee only if and when generally commercially available.

"Support Services" means that particular package of services as may be offered by PeopleSoft and selected by Licensee and which are designed to support the Supportable Modules, and the standard terms and conditions thereto, in effect on the later of the following: (i) the date fees are received for such services offered by PeopleSoft which are designed to support the Supportable Modules, and (ii) the first date of the period for which services offered by PeopleSoft which are designed to support the Supportable Modules are provided.

"Supportable Modules" are those Software modules for which PeopleSoft offers Support Services, and are comprised of (i) Software excluding the Third Party Software modules; (ii) Tools; and (iii) those Third Party Software modules specifically designated in the Schedule as "Supportable Modules".

"Territory" means the geographic area set forth in the applicable Schedule in which Licensee may install and run the Software on servers for use by Licensee. Notwithstanding anything in the Agreement to the contrary, Territory shall not include any country to which export is prohibited by United States, Canadian or other applicable laws and regulations.

"Third Party Software" means that portion of the Software sublicensed by PeopleSoft to Licensee, designated in a Schedule as having a manufacturer other than PeopleSoft.

"Tools" means the software application programming tools in object code form, from which the Software, excluding Third Party Software, is designed, which is delivered by PeopleSoft to Licensee. Tools includes PeopleTools, but does not include source code or software application programming tools for Third Party Software.

"Transmitted Copies" means this Agreement, including any Schedules and other ordering documents which are (i) copied or reproduced and transmitted via photocopy, facsimile or process that accurately transmits the original documents; and (ii) accepted by PeopleSoft.

"Updates" means those subsequent releases of the Software and Documentation which are generally made available to licensees of the Software which are similarly situated to Licensee, as part of Support Services at no additional charge, other than the fees for Support Services, media and handling charges. Updates shall not include any releases, enhancements, functionality or products which PeopleSoft licenses separately or charges for separate from Support Services. The use of an Update may be subject to additional terms and Licensee may be required to agree to such terms in writing prior to receiving an Update. Updates are delivered only if and when available.

The undersigned represent that they are authorized as representatives of the party on whose behalf they are signing this Agreement and to bind their respective party thereto. By execution of this Agreement the parties acknowledge that such execution shall include the Master Schedule #1 with its attached exhibits A and B and the execution of Schedule #2. Any future such transactions will require independent execution by the parties as appropriate. This Agreement is expressly subject to, and shall not become effective or binding on the City and County of Denver until full execution by all signatories of the City and County of Denver.

ATTEST:

Wayne E. Vaden
DEPUTY COUNTY CLERK
Wayne E. Vaden, Clerk and Recorder
Ex-Officio Clerk of the City and County of Denver



CITY AND COUNTY OF DENVER

By: Guillermo Pineda
ACTING MAYOR

APPROVED AS TO FORM:
Cole Finegan, Attorney for the
City and County of Denver

By: [Signature]
Assistant City Attorney

RECOMMENDED AND APPROVED:

By: Michael P. Keating
Chief Information Officer
Technology Services

REGISTERED AND COUNTERSIGNED:

By: Dennis Gallagher
Auditor
Contract Control No. XC43041

ATTEST:

PEOPLESOFT USA, INC
Taxpayer (RS) Identification No. 84-1332677

By: _____

Authorized Signature

Title: _____

Printed Name and Title

ATTEST:

CITY AND COUNTY OF DENVER

Wayne E. Vaden, Clerk and Recorder
Ex-Officio Clerk of the City and County of Denver

By: _____
MAYOR

APPROVED AS TO FORM:
Cole Finegan, Attorney for the
City and County of Denver

RECOMMENDED AND APPROVED:

By: _____
Assistant City Attorney

By: _____
Chief Information Officer
Technology Services

REGISTERED AND COUNTERSIGNED:

By: _____
Auditor
Contract Control No. XC 43041

ATTEST:

PEOPLESOFT USA, INC
Taxpayer (RS) Identification No. 84-1332877

By: _____

Winston B Cutler
Authorized Signature

Title: _____

Winston B Cutler Vice President
Printed Name and Title

**MASTER SCHEDULE 1
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT
(ENTERPRISE PRICING)**

This independent Schedule to the Software License and Services Agreement ("**Schedule**") is made as of _____, 2004 ("**Schedule Effective Date**") by and between PeopleSoft USA, Inc. ("**PeopleSoft**") and City and County of Denver ("**Licensee**").

The Enterprise Software modules set forth on Exhibit A were previously licensed pursuant to earlier Schedules and/or Amendments to the Software License and Services Agreement between the parties dated as of March 31, 1998 ("**Previous Agreement**"). This Master Schedule 1 and this Agreement replaces and supersedes the terms and conditions of the prior Schedules relating to the Software specified in Exhibit A (the "**Previously Licensed Software**") and the corresponding Software License and Services Agreement of March 31, 1998 and any prior verbal or written understandings, communications, and representations between the parties regarding the Previously Licensed Software, except that, Licensee acknowledges and agrees that no additional warranty is being provided for the Previously Licensed Software beyond that which was originally provided.

SOFTWARE LICENSE AND SERVICES FEES				
Total License fees from Exhibit A – Previously Licensed Enterprise Software:				Previously Paid
Total License fees from Exhibit B – Newly Licensed Enterprise Software:				Included
TOTAL: SOFTWARE LICENSE FEES:				\$1,531,800.00
PEOPLESOFT TRAINING UNITS				
Theatre	Regions	Designated Region	Number of Training Units	Fee
North America	United States and Canada	United States	300 units	Included
SUBTOTAL: TRAINING UNIT FEES				\$135,000.00
SUPPORT SERVICES				
Services	Mfr.	Units	Fee	
Standard Support Services for the Initial Services Term for the Newly Licensed Enterprise Software modules as shown on Exhibit B	PeopleSoft, Inc.	N/A	Included	
SUBTOTAL: SUPPORT SERVICES FEES:				\$260,406.00
OTHER SERVICES				
Pre-paid Initial Services Credit (see section 9 below)				Included
Pre-Paid Travel and Expenses Credit (see section 9 below)				Included
TOTAL FEES:¹				\$1,927,206.00

1. **Specific Licensed Use:** Licensee's use of the Software is limited to each of the following restrictions.

Territory		United States
Version	Global Version² (indicate the country specific global version for each country for which the Software will be used)	American English and Associated Functionality
Base Metrics	Base Employee Count	13,000 employees
	Base Budget	\$2.2 billion

¹ Licensee affirms that the total license fees do not reflect any credit under the PeopleSoft "NOW" program and Licensee waives any such claim to any such applicable credit under the aforementioned "NOW" program.

² Notwithstanding anything in the Agreement to the contrary, Licensee is licensed to use and access only those licensed languages and licensed country specific features/functionality of the global Software version that are available as of the Schedule Effective Date. Any additional licensed languages or licensed country specific features/functionality that may become available after the Schedule Effective Date as part of the global version of the Software module(s) licensed pursuant to this Schedule may be used and accessed by Licensee only as may be provided pursuant to Support Services, provided Licensee is a current, compliant subscriber to Support Services.

Technical Information for Enterprise Software	Database Version	Oracle
	Operating System	AIX
	Hardware Model	IBM

2. **Payment Terms:** Payment terms will be those reflected in the Agreement.

3. **Services Terms and Conditions for the Previously Licensed Software of Exhibit A:**

3.1 **Support Services Terms:** In the event Standard Support Services are to be provided for the Previously Licensed Software following the term already paid for by Licensee for such Previously Licensed Software, PeopleSoft shall not increase the fee for Standard Support Services for such Previously Licensed Software over the fee paid during the previous twelve (12) month period for a period terminating one year after the expiration of the current Support Services term ("First Renewal Term"). Concerning the Previously Licensed Software only, the base value upon which future years of caps shall be calculated shall be equal to \$628,869.

For a period commencing on the expiration of the First Renewal Term and ending nine (9) years thereafter, increases in the fees for Standard Support Services for the Previously Licensed Software shall not exceed an increase of four percent (4%) in each subsequent twelve (12) month period, provided that: (i) Licensee continuously subscribes to Support Services and pays for such services in a timely manner, (ii) is not in breach of this or any other agreement with PeopleSoft; and (iii) the base upon which the increases are measured will be adjusted to take into account additional license fees, including fees owed pursuant to the incremental license fees section of the applicable document.

In the event Support Services are to be provided for the Previously Licensed Software after the period during which the increases have been capped, and Licensee has been a compliant, continuous subscriber to Support Services, the Support Services fee will equal the fee in effect at the time such Support Services are renewed.

Notwithstanding anything in the Agreement to the contrary, Licensee will owe additional Support Services fees each year for the incremental license fees due, if any, and for increases in Support Services which relate to Third Party Software.

In the event Support Services for the Previously Licensed Software are not renewed and Licensee subsequently requests Support Services, PeopleSoft may, in its sole discretion, reinstate Support Services but only after Licensee pays PeopleSoft the annual Support Services fee in effect at the time of such reinstatement, plus a reinstatement fee equal to the number of years or portion thereof during which Licensee was not a subscriber to Support Services multiplied by the annual Support Services fee in effect at the time of such reinstatement. Provided that Licensee is a continuous, compliant subscriber to Support Services, PeopleSoft grants Licensee the right to use and access any database and operating system versions of the Software that are generally available on the Schedule Effective Date. PeopleSoft makes no assurances regarding if or when any additional database or operating system versions of the Software shall become available.

4. **Services Terms and Conditions for the Newly Licensed Software of Exhibit B:**

4.1 **Support Services Terms:** For a period commencing upon the Schedule Effective Date and terminating one (1) year thereafter ("Initial Services Term"), Licensee shall receive Support Services for the newly licensed Supportable Modules for the version which meets the technical environment set forth in section entitled "Specific Licensed Use" for the fees set forth above.

In the event Support Services are to be provided thereafter for the newly licensed Supportable Modules, there shall be no increases in the fee for Support Services for a period terminating four (4) years after the Initial Services Term, years two (2) through five (5), other than Support Services for Third Party Software, provided that: (i) Licensee continuously subscribes to Support Services and pays for such services for all newly licensed Supportable Modules licensed pursuant to this Schedule in a timely manner, (ii) is not in breach of this or any other agreement with PeopleSoft; and (iii) the base upon which the increases are measured will be adjusted to take into account additional license fees, including fees owed pursuant to the incremental License Fees section.

In the event Support Services are to be provided thereafter, increases in the fee for the newly licensed Supportable Modules for years six (6) through ten (10), other than Support Services for Third Party Software, shall not exceed four percent (4%) in each subsequent twelve (12) month period, provided that: (i) Licensee continuously subscribes to Support Services and pays for such services for all newly licensed Supportable Modules licensed pursuant to this Schedule in a timely manner, (ii) is not in breach of this or any other agreement with PeopleSoft; and (iii) the base upon which the increases are measured will be adjusted to take into account additional license fees, including fees owed pursuant to the Incremental License Fees section.

Thereafter, in the event Support Services are to be provided for the newly licensed Supportable Modules licensed pursuant to this Schedule, and Licensee has been a compliant, continuous subscriber to Support Services, Licensee shall pay PeopleSoft, on or before the applicable Anniversary Date (defined as the annually recurring month and date of the Schedule Effective Date), the Support Services fee in effect at the time such Support Services are renewed. In the event Support Services are not renewed and Licensee subsequently requests Support Services, PeopleSoft may, in its sole discretion, reinstate Support Services but only after Licensee pays PeopleSoft the annual Support Services fee in effect at the time of such reinstatement, plus a reinstatement fee equal to the number of years or portion thereof during which Licensee was not a subscriber to Support Services multiplied by the annual Support Services fee in effect at the time of such reinstatement. Provided that Licensee is a continuous, compliant subscriber to Support Services, PeopleSoft grants Licensee the right to use and access any database and operating system versions of the Software that are generally available on the Schedule Effective Date. PeopleSoft makes no assurances regarding if or when any additional database or operating system versions of the Software shall become available.

4.2 Purchase, Use and Limitations of PeopleSoft Training Units.

4.2.1. Training Unit Definitions.

"Designated Region" means the Region selected by Licensee for each Training Unit purchased in this Schedule as identified in the "Designated Region" column in the Training Unit section in the table above. A Training Unit will have only one associated Designated Region.

"Region" means one of the smaller geographic regions that make up each Theatre as set forth in the Training Unit section in the table above. For example, within the North American Theatre, the United States is one Region and Canada is the other Region.

"Theatre" means one of the four (4) geographic areas designated in the Training Unit section in the table above, each of which contains a group of Regions.

"Training" means: (a) PeopleSoft education products and services offered: (i) in a PeopleSoft classroom; (ii) in Licensee's classroom; (iii) over the Internet; or (iv) on a compact disc; and (b) certain other education-related services that PeopleSoft makes available to its licensees.

"Training Unit" means a unit that may be purchased by Licensee and redeemed by Licensee for Training in the Designated Region in accordance with the terms and conditions of this Schedule.

4.2.2. Upon receipt of the fees set forth in this Schedule, PeopleSoft will credit Licensee's account with the number and type of Training Units set forth in the table above.

4.2.3. Licensee must select a Designated Region for each Training Unit at the time of purchase. Licensee may only redeem a Training Unit purchased herein for Training provided in the Designated Region, unless Licensee transfers Training Units as follows. Licensee may change the Designated Region for a Training Unit to a different Region within the same Theatre (e.g., Licensee may change the Designated Region from a Region in the EMEA Theatre to any other Region in the EMEA Theatre), provided that for each request: (i) Licensee must transfer a minimum of ten (10) Training Units to the new Region; and (ii) Licensee must make such request in writing (which may be via e-mail) to Licensee's designated training representative. Licensee may not change the Designated Region for a Training Unit to a Region in another Theatre. In no event shall Licensee be entitled to a refund as a result of changing the Designated Region for applicable Training Units.

4.2.4. The number of Training Units that must be redeemed for each registrant to attend a particular class offered as part of Training will be as reflected on the PeopleSoft Training site of PeopleSoft.com at the time the registrant registers for the class. Licensee may use Training Units for training at Licensee's site only as the parties mutually agree in writing.

4.2.5. Training Unit Expiration. Licensee must use Training Units within two (2) years from the Schedule Effective Date. Training Units are non-returnable, and except as explicitly set forth in this Schedule, non-

transferable, and except as explicitly set forth on PeopleSoft's training site on PeopleSoft.com, cannot be used as a credit toward any other type of training unit, license or service.

5. Incremental License Fees

5.1 Incremental License Fees for the EC Software: Licensee may use the EC Software licensed pursuant to this Schedule in accordance with the terms of this Schedule and the Agreement, to process its data at no additional license fee, provided that the Employee Count does not exceed 13,000 ("**Base Employee Count**"). Each year ninety (90) days prior to the Anniversary Date, Licensee shall report to PeopleSoft the Employee Count as of such date and, in the event the Employee Count as of such date exceeds the Base Employee Count, Licensee shall pay, on or before the applicable Anniversary Date, additional non-refundable, non-cancelable license fees. Upon receipt of such license fees in the amount of \$15,392, Licensee's Base Employee Count shall be modified to increase by 1,200. Licensee shall pay as many increments of \$15,392 as necessary so that the Base Employee Count exceeds the Employee Count as of that particular Anniversary Date. "**Employee Count**" shall mean the full or part time employees of Licensee and all related entities for whom Licensee and such related entities withhold payroll taxes, and contractors who are or would be deemed "employees" under applicable laws. "**EC Software**" shall mean those Software modules licensed pursuant to this Schedule which are priced based upon the Employee Count, as indicated in the Software/Services table in the Exhibit(s) to this Schedule.

5.2 Incremental License Fees for the RB Software: Licensee may use the RB Software licensed pursuant to this Schedule in accordance with the terms of this Schedule and the Agreement, to process its data at no additional license fee, provided that the Reported Budget does not exceed \$2.2 billion ("**Base Budget**"). Each year ninety (90) days prior to the Anniversary Date, Licensee shall report to PeopleSoft the Reported Budget as of such date, and, in the event the Reported Budget as of such date exceeds the Base Budget, Licensee shall pay, on or before the applicable Anniversary Date, additional non-refundable, non-cancelable license fees. Upon receipt of such license fees in the amount of \$137,788, Licensee's Base Budget shall be modified to increase by \$200 million. Licensee shall pay as many increments of \$137,788 as necessary so that the Base Budget exceeds the Reported Budget as of that particular Anniversary Date. "**Reported Budget**" shall mean the gross budget reflected in the annual budget approved by the City Council. "**RB Software**" shall mean those Software modules licensed pursuant to this Schedule which are priced based upon Reported Budget, as indicated in the Software/Services table in the Exhibit(s) to this Schedule.

6. Customer Assurance Program.

6.1 PeopleSoft or the Acquiring Entity (defined below) agrees to pay to Licensee: (a) the Total Fees set forth in the table in this Schedule and paid to PeopleSoft, minus any fees included on the Schedule for installation or consulting, multiplied by: (b) three (3) ("Payment") if:

- (i) on or before two (2) years from the Schedule Effective Date, PeopleSoft, Inc. is Acquired (hereinafter, the "Acquisition"); and
- (ii) on or before four (4) years from the Schedule Effective Date, the entity that results from an Acquisition ("Acquiring Entity"):
 - (a) discontinues or materially reduces Support Services for the Supportable Module(s) before the end of the Applicable Support Term, or
 - (b) declines to license to Licensee on a commercially reasonable basis PeopleSoft Software Modules, or
 - (c) discontinues providing Updates for the Supportable Module(s); and
- (iii) Licensee requests the Payment in writing from PeopleSoft or the Acquiring Entity on or before the date that is fifty-one (51) months after the Schedule Effective Date, and

- (iv) Licensee is at the time the Payment is requested, and has been, a continuous, compliant subscriber to Support Services and no monies are owed under its agreements with PeopleSoft as of the date Payment is requested.

6.2 Notwithstanding the foregoing, either PeopleSoft or an Acquiring Entity may:

- (i) discontinue licensing one or more PeopleSoft Software Modules if such software module does not operate substantially as warranted, or if third party technology required for the operation or use of such software module is no longer commercially available, and
- (ii) discontinue providing Updates to Supportable Modules if:
 - a. it may discontinue licensing the Supportable Module pursuant to Section 6.2 (i), or

- b. Updates for such Supportable Module are not being provided by PeopleSoft as of the date of the Acquisition.

In no event does this relieve PeopleSoft or an Acquiring Entity from providing Support Services for the Supportable Module(s) licensed on this Schedule for the duration of the Applicable Support Term.

6.3 The Payment described in this Section is Licensee's sole and exclusive remedy for any liability of PeopleSoft or its affiliates or the Acquiring Entity arising out of or related to the events described in 6.1 (i) and (ii) above and will be reduced by any other amounts or damages Licensee seeks or recovers from PeopleSoft or the Acquiring Entity in relation to this Schedule or the events described in 6.1 (i) and (ii) above.

6.4 This Section will be effective only if this Schedule is executed by both parties on or before the earlier of the following dates: (i) the expiration date defined in this Schedule, (ii) the expiration or withdrawal of the Oracle tender offer, or (iii) December 31, 2004. If the Schedule is not executed by such date, the offer set forth in this term is rescinded, all terms are null and void, and neither party shall have any obligation in relation thereto.

6.5 For purposes of this Section only, the following terms are defined as set forth below:

- (i) "Acquired" means:

(a) Oracle Corporation or any "affiliate" (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of Oracle Corporation (Oracle Corporation and such affiliates, collectively or individually, "Oracle") becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of securities of PeopleSoft, Inc. representing fifty-one percent (51%) or more of the total voting power represented by PeopleSoft's then outstanding voting securities, or

(b) The consummation of a merger or consolidation of PeopleSoft, Inc. with Oracle, other than a merger or consolidation which would result in the voting securities of PeopleSoft, Inc. outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty-five percent (55%) of the total voting power represented by the voting securities of PeopleSoft, Inc. or such surviving entity outstanding immediately after such merger or consolidation, or

(c) The consummation of the sale or disposition by PeopleSoft, Inc. of all or substantially all of PeopleSoft, Inc.'s assets to Oracle.

- (ii) "Applicable Support Term" means the period that PeopleSoft offers to provide Support Services (generally four (4) years) for the Supportable Modules.
- (iii) "PeopleSoft Software Modules" means all PeopleSoft software modules available for licensing as of the date of the Acquisition.
- (iv) "Supportable Module(s)" means the module(s) developed by PeopleSoft using its underlying application development platform PeopleTools, which is licensed on this Schedule for the database(s) indicated on the Schedule.
- (v) "Support Services" means the package of services offered by PeopleSoft and paid for by Licensee and which are designed to support the Supportable Modules, and the standard terms and conditions thereto, in effect as of the Schedule Effective Date.
- (vi) "Updates" means subsequent releases of the Software and Documentation which are a) generally made available as part of Support Services to licensees of the Supportable Modules running on the same database platform, operating system and hardware as Licensee for no additional license fee, and b) substantially similar in frequency and quality when compared overall to the frequency and quality of updates (i) that Acquiring Entity delivers to licensees of its products that are substantially similar in function and purpose to the Supportable Modules ("Acquiring Entity Modules") or (ii) if there are no Acquiring Entity Modules, that PeopleSoft delivered for the Supportable Modules in the most recent major release cycle completed prior to the Acquisition.

6.6 For any term defined in this Section, such definition shall be the sole definition for purposes of interpreting this Section. In construing this Section only, if there is any conflict between the terms of this Section and any other term, the terms of this Section shall control.

7. **Separate Agreement:** PeopleSoft may provide Consulting services regarding the Software licensed hereunder pursuant to an independent Consulting Services Agreement executed between the parties. Licensee understands and agrees that such Consulting Services Agreement and associated Statements of Services that may be signed are separate and independent contractual obligations from any Schedule or amendment thereto relating to the license of Software. Licensee shall not withhold payments that are due and payable pursuant to

this Schedule or any other Schedule(s) or amendment(s) thereto because of the status of work performed under any executed Consulting Services Agreement and associated Statement of Services. In addition, the parties acknowledge that the ability to provide such services: (i) are not exclusive or specific to PeopleSoft; and (ii) are commercially available from a variety of third party service providers.

8. Electronic Delivery of Software: PeopleSoft shall exercise commercially reasonable efforts to deliver the Software licensed under this Schedule, and Updates, if requested by Licensee, using telecommunications to transfer the Software and Updates from PeopleSoft's place of business, to or through Licensee's computer, without transferring title to, or possession of any tangible personal property, such as storage media, to Licensee during the course of such Software delivery ("Download"). PeopleSoft's delivery of the Software via Download is conditioned upon, and subject in all respects, to each of the following:

(a) Licensee will provide PeopleSoft with all information necessary to effect such Download.

(b) Any sales and other taxes owed or due in relation to Licensee's license of the Software are the responsibility of Licensee.

Licensee understands that if the Software is Downloaded to any location other than that identified under shipping information in this Schedule, other state tax may be due.

(c) Licensee agrees that, in the event a problem arises with respect to Downloading the Software, the availability of services from PeopleSoft or its electronic software delivery vendor to correct such problem shall be billed at and paid for by Licensee at the rates in effect at time such services are rendered by PeopleSoft or its electronic software delivery vendor, subject to further written agreement of the parties.

Licensee's Technical Contact for Arranging and Completing the Download is:

ESD CONTACT INFORMATION
Adam Solomon
201 West Colfax Avenue, Dept. 306
Denver, CO 80202
Phone: 303-884-8734
Fax:
email: adam.Solomon@ci.denver.co.us

9. Credits: Included as part of the License granted hereto, Licensee shall receive an initial credit of \$136,800.00 for no additional application fee, which must be used within one year following the Schedule Effective Date. The credit may only be used for standard Implementation Services. This \$136,800.00 credit shall be converted at PeopleSoft's then-current Professional Services Group Rates in the case of installation or implementation Services. Licensee shall pay all reasonable travel and living expenses associated with provision of such services as set forth in Licensee's travel reimbursement policies. Licensee has a prepaid, non-refundable credit of \$20,580.00 to be applied for such expenses incurred for these Implementation Services, which must be used within one year following the Schedule Effective Date. For any such expenses in excess of this credit, PeopleSoft shall invoice Licensee as expenses are incurred. The PeopleSoft consulting services referenced in this Section shall be used solely for standard implementation services which do not include unique complex interfaces, unique custom interfaces, custom modifications and the like. Licensee acknowledges that Licensee may acquire Software licenses without acquiring consulting services. Licensee shall not withhold payments that are due and payable under this Schedule because of the status of the professional services. Any consulting services that require a deliverable or acceptance terms shall be performed in accordance with a separately executed Consulting Services Agreement and Statement of Services. If Licensee does not use the entire service credit within the one-year period, Licensee shall not be entitled to a refund.

10. Option to Become a Source Code Escrow Beneficiary: Licensee may become a beneficiary to the source code escrow agreement between DSI Technologies and PeopleSoft, ("Escrow Agreement"), during the term of this Agreement, by executing the requisite documentation. Licensee will remain a beneficiary under the Escrow Agreement only if Licensee (i) remains a compliant subscriber to Support Services, and (ii) is not in breach of this Agreement or the Escrow Agreement. If Licensee becomes entitled to receive the source code (or any other materials deposited by PeopleSoft) from Escrow ("Deposit"), Licensee will (i) use the Deposit only as necessary to support and maintain the Software so it can be used pursuant to the terms of this Agreement, (ii)

maintain the Deposit in confidence and not disclose it, and (iii) be subject to all the restrictions contained in this Agreement which will also apply to the Deposit like it was Software. PeopleSoft may change the escrow agent at anytime on notice to Licensee.

11. **Definitions:** Definitions are set forth within the Agreement and unless otherwise set forth herein, capitalized terms used herein shall have the same meaning ascribed to them in the Agreement.

12. **Expiration of Offer:** The offer set forth in this Schedule and in the Agreement is valid only through December 23, 2004, and if the Schedule and Agreement, if applicable, are not executed by both parties by such date, the offer is rescinded, all terms are null and void, and neither party shall have any obligation in relation thereto; however, the date may be unilaterally extended by PeopleSoft by facsimile notification to the appropriate person(s) identified herein.

13. **Miscellaneous Information:**

13.1 **Title to Physical Media:** Notwithstanding anything in the Agreement to the contrary, (i) in the event physical media for the Software is shipped, title to the physical media for the Software vests in Licensee upon shipment thereof to Licensee and (ii) upon Licensee's reasonable request, PeopleSoft will provide a reasonable number of additional copies of the Software at no additional cost.

13.2

<u>SHIPPING INFORMATION</u>	<u>BILLING INFORMATION</u>	<u>SITE INFORMATION</u>	<u>TRAINING ADMINISTRATOR</u>
Adam Solomon	Same	Same	Same
201 West Colfax Avenue, Dept. 306			
Denver, CO 80202			
Phone: 303-884-8734			
Fax:			
email: adam.Solomon@ci.denver.co.us			

Executed and acknowledged by the parties pursuant to the Agreement

Schedule #2 to the
Software License and Services Agreement
between
City and County of Denver and PeopleSoft USA, Inc.

This independent Schedule ("Schedule") is made as of _____, 2004 ("Schedule Effective Date") by and between PeopleSoft USA, Inc. ("PeopleSoft") a Colorado corporation, ID# 84-1332677, having a principal place of business at 4460 Hacienda Drive, P.O. Box 8018, Pleasanton, California 94588-8618 and the City and County of Denver ("Licensee"). This Schedule is part of the Software License and Services Agreement between the parties dated _____, 2004 ("Agreement"). Capitalized terms used herein shall have the same meaning ascribed to them in the Agreement.

1. License Grant: PeopleSoft grants to Licensee a non-exclusive, nontransferable license to: (i) use those PeopleSoft User Productivity Kit ("UPK") products listed below (collectively referred to as "Materials") only as necessary to create and provide training solely for Named Users to use the underlying Software modules for the benefit of Licensee; (ii) make an unlimited number of copies of the Materials only as necessary to create and provide training solely to Named Users to use the underlying Software modules for the benefit of Licensee; and (iii) develop modifications and customizations to the UPK Content Materials, 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. Except as explicitly set forth above, the Materials designated as Software Materials in the table below shall be considered Software as such term is defined in the Agreement. Licensee is prohibited from reselling or distributing the Materials to any other party, or using the Materials other than as explicitly permitted in this Schedule or in the Agreement. PeopleSoft represents that the Materials and any content created by Customer using the Software Materials, contain valuable proprietary information. PeopleSoft (or its third-party Software providers) retains title to all portions of the Materials and any copies thereof or modifications thereto. Any content created by Customer using the Software Materials will be considered a modification to the Software under the Agreement. Licensee shall use Materials modifications created by Licensee solely for its internal use in accordance with the terms of the Agreement. Licensee may provide access to and use of the Materials only to those third parties that are licensed as a Named User and that: (a) provide services to Licensee concerning Licensee's use of the Materials; (b) have a need to use and access the Materials; and (c) have agreed to substantially similar non-disclosure obligations imposed by Licensee as those contained in the Agreement. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, CONTENT MATERIALS ARE PROVIDED "AS IS" AND ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.

UPK MATERIALS			
UPK Software Materials	Language ¹	# of Named Developers	Fee
UPK Developer - PeopleSoft Development ²	English	Two (2)	Included
UPK Content Materials³			
Content Materials for PeopleSoft Enterprise Financials/ESA Software Modules⁴			
PeopleSoft Enterprise General Ledger			Included
PeopleSoft Enterprise Payables			Included
PeopleSoft Enterprise Asset Management			Included
PeopleSoft Enterprise Project Costing			Included
PeopleSoft Enterprise Project Grants			Included
PeopleSoft Enterprise Project Contracts			Included
Content Materials for PeopleSoft Enterprise Supply Chain Management Software Modules⁵			

¹ If "All Available Languages" is selected, Licensee will be licensed to use and access only those versions of UPK Developer that are available as of the Schedule Effective Date. Any additional licensed languages that may become available after the Schedule Effective Date may be used and accessed by Licensee only as may be provided pursuant to Support Services, provided Licensee is a current, compliant subscriber to Support Services.

² Licensee shall use UPK Developer PeopleSoft Development to develop content to be used solely for providing training Licensee's employees on any PeopleSoft Software module. In no event will Licensee market or distribute any such training content or products to any other party.

³ For UPK Content Materials licensed under this Schedule, Licensee represents and warrants that it has a valid license for the underlying Software module(s).

⁴ These Content Materials are for version 8.8 of the applicable Software module.

⁵ These Content Materials are for version 8.8 of the applicable Software module.

PeopleSoft Enterprise Purchasing	Included
Other PeopleSoft Enterprise Content Materials⁶	
PeopleSoft Enterprise Reporting Tools for Financials/ESA and Supply Chain Management Software Modules	Included
PeopleSoft Enterprise Fundamentals for Financials and Supply Chain Management Software Modules	Included
TOTAL MATERIALS FEES:	\$150,000.00
UPK SERVICES	
Standard Support Services for the Initial Services Term	Included
TOTAL SUPPORT SERVICES FEES:	\$25,500.00
TOTAL FEES:	\$175,500.00

2. **Specific Licensed Use:** In addition to any other applicable restrictions set forth herein, Licensee's use of the Software Materials, or any content created by Customer using the Software Materials, is also limited to the following restrictions:

Territory		Worldwide
Base Metrics	# of Named Users	200

3. **Payment Terms.** Payment terms shall be those as expressed in the Agreement.

4. **Support Services Terms and Conditions.**

4.1 **Support Services Terms:** For a period commencing upon the Schedule Effective Date and terminating one (1) year thereafter ("Initial Services Term"), Licensee shall receive Support Services for the Software Materials and/or the Content Materials, if applicable, for the version which meets the technical environment set forth in section entitled "Specific Licensed Use" for the fees set forth above.

In the event Support Services are to be provided thereafter, there shall be no increases in the fee for Support Services for a period terminating four (4) years after the Initial Services Term, years two (2) through five (5), other than Support Services for Third Party Software, provided that: (i) Licensee continuously subscribes to Support Services and pays for such services for all Software Materials and/or the Content Materials, if applicable, licensed pursuant to this Schedule in a timely manner, (ii) is not in breach of this or any other agreement with PeopleSoft; and (iii) the base upon which the increases are measured will be adjusted to take into account additional license fees, including fees owed pursuant to the Incremental License Fees section.

In the event Support Services are to be provided thereafter, increases in the fee for Support Services for years six (6) through ten (10), other than Support Services for Third Party Software, shall not exceed four percent (4%) in each subsequent twelve (12) month period, provided that: (i) Licensee continuously subscribes to Support Services and pays for such services for all Software Materials and/or the Content Materials, if applicable, licensed pursuant to this Schedule in a timely manner, (ii) is not in breach of this or any other agreement with PeopleSoft; and (iii) the base upon which the increases are measured will be adjusted to take into account additional license fees, including fees owed pursuant to the Incremental License Fees section.

Thereafter, in the event Support Services are to be provided for the Software Materials and/or the Content Materials, if applicable, licensed pursuant to this Schedule, and Licensee has been a compliant, continuous subscriber to Support Services, Licensee shall pay PeopleSoft, on or before the applicable Anniversary Date (defined as the annually recurring month and date of the Schedule Effective Date), the Support Services fee in effect at the time such Support Services are renewed. In the event Support Services are not renewed and Licensee subsequently requests Support Services, PeopleSoft may, in its sole discretion, reinstate Support Services but only after Licensee pays PeopleSoft the annual Support Services fee in effect at the time of such reinstatement, plus a reinstatement fee equal to the number of years or portion thereof during which Licensee was not a subscriber to Support Services multiplied by the annual Support Services fee in effect at the time of such reinstatement. Provided that Licensee is a continuous, compliant subscriber to Support Services, PeopleSoft grants Licensee the right to use and access any database and operating system versions of the

⁶ These Content Materials are for version 8.8 of the applicable Software module.

Software that are generally available on the Schedule Effective Date. PeopleSoft makes no assurances regarding if or when any additional database or operating system versions of the Software shall become available.

5. Licensee Representations and Agreements.

5.1. Licensee understands that PeopleSoft has worked with Global Knowledge Network, Inc. ("Global Knowledge") to develop the UPK Software Materials and Global Knowledge will be assisting PeopleSoft with second and third level support calls. Licensee acknowledges and agrees that PeopleSoft will provide Global Knowledge with Licensee's name and contact information (e.g., address, phone number, contact name, etc.) and a list of the Materials licensed by Licensee so that Global Knowledge can validate Licensee for Support Services. 5.2 Licensee's initials in the space below shall indicate Licensee's agreement that PeopleSoft can also provide Global Knowledge with Licensee's "contact" information (e.g., address, phone number, contact name, etc.) so that Global Knowledge can provide Licensee with information regarding other Global Knowledge products.

____ Licensee hereby agrees that PeopleSoft can provide Global Knowledge with Licensee's "contact" information.

6. Separate Agreement. PeopleSoft may provide Consulting Services regarding Materials pursuant to an independent Consulting Services Agreement executed between the parties. Licensee understands and agrees that such Consulting Services Agreement and associated Statements of Services that may be signed are separate and independent contractual obligations from any Schedule or amendment thereto relating to the license of Software. Licensee shall not withhold payments that are due and payable pursuant to this Schedule or any other Schedule(s) or amendment(s) thereto because of the status of work performed under any executed Consulting Services Agreement and associated Statement of Services. In addition, the parties acknowledge that the ability to provide such services: (i) are not exclusive or specific to PeopleSoft; and (ii) are commercially available from a variety of third party service providers.

7. Electronic Delivery of Software: PeopleSoft shall exercise commercially reasonable efforts to deliver the Software licensed under this Schedule, and Updates, if requested by Licensee, using telecommunications to transfer the Software and Updates from PeopleSoft's place of business, to or through Licensee's computer, without transferring title to, or possession of any tangible personal property, such as storage media, to Licensee during the course of such Software delivery ("Download"). PeopleSoft's delivery of the Software via Download is conditioned upon, and subject in all respects, to each of the following:

- (a) Licensee will provide PeopleSoft with all information necessary to effect such Download.
- (b) Licensee understands that if the Software is Downloaded to any location other than that identified under shipping information in this Schedule, other state tax may be due.
- (c) Licensee agrees that, in the event a problem arises with respect to Downloading the Software, the availability of services from PeopleSoft or its electronic software delivery vendor to correct such problem shall be billed at and paid for by Licensee at the rates in effect at time such services are rendered by PeopleSoft or its electronic software delivery vendor, subject to future written agreement of the parties.

Licensee's Technical Contact for Arranging and Completing the Download is:

ESD CONTACT INFORMATION
Adam Solomon
201 West Colfax Avenue, Dept. 306
Denver, CO 80202
Phone: 303-884-8734
Fax:
email: adam.Solomon@ci.denver.co.us

8. Definitions. Definitions are set forth within the Agreement and unless otherwise set forth herein, capitalized terms used herein shall have the same meaning ascribed to them in the Agreement.

9. Miscellaneous Information.

9.1 PeopleSoft Account Executive: _Mike Clemons

9.2 PeopleSoft Client Executive: _Brent Pearce

9.3 Title to Physical Media: Notwithstanding anything in the Agreement to the contrary, (i) in the event physical media for the Materials is shipped, title to the physical media for the Materials vests in Licensee upon shipment thereof to Licensee and (ii) upon Licensee's reasonable request, PeopleSoft will provide a reasonable number of additional copies of the Materials at no additional cost.

9.4

<u>SHIPPING INFORMATION</u>	<u>BILLING INFORMATION</u>	<u>TRAINING ADMINISTRATOR</u>
Adam Solomon	Same	Same
201 West Colfax Avenue, Dept. 306		
Denver, CO 80202		
Phone: 303-884-8734		
Fax:		
email:		
adam.Solomon@ci.denver.co.us		

10. Expiration of Offer. The offer set forth in this Schedule and in the Agreement is valid only through December 23, 2004, and if the Schedule and Agreement, if applicable, are not executed by such date, the offer is rescinded, and all terms are null and void; however, the date may be unilaterally extended by PeopleSoft by facsimile notification to the appropriate person(s) identified herein.

Executed and acknowledged by the parties pursuant to the Agreement.

**EXHIBIT A TO MASTER SCHEDULE 1 – ENTERPRISE PRICING
PREVIOUSLY LICENSED ENTERPRISE SOFTWARE MODULES**

SOFTWARE ¹			
Software Modules	Mfr.	Provided Copies	Fee
PEOPLESOFT GLOBAL VERSION APPLICATION SOFTWARE MODULES			
Enterprise HRMS Software Modules²			
Human Resources	PeopleSoft, Inc.	1	Included
Payroll for North America ³	PeopleSoft, Inc.	1	Included
Benefits Administration ⁴	PeopleSoft, Inc.	1	Included
FSA Administration ⁵	PeopleSoft, Inc.	1	Included
Time and Labor ⁶	PeopleSoft, Inc.	1	Included
eRecruit ⁷	PeopleSoft, Inc.	1	Included
eRecruit Manager Desktop ⁸	PeopleSoft, Inc.	1	Included
eCompensation ⁹	PeopleSoft, Inc.	1	Included
eProfile ¹⁰	PeopleSoft, Inc.	1	Included
eDevelopment ¹¹	PeopleSoft, Inc.	1	Included
eBenefits ¹²	PeopleSoft, Inc.	1	Included
ePay ¹³	PeopleSoft, Inc.	1	Included
Enterprise Financials Software Modules¹⁴			
General Ledger	PeopleSoft, Inc.	1	Included
Receivables	PeopleSoft, Inc.	1	Included
Payables	PeopleSoft, Inc.	1	Included
Asset Management (aka Fixed Asset Accounting)	PeopleSoft, Inc.	1	Included
Enterprise ESA Software Modules¹⁵			

¹ All Software modules licensed on this Exhibit are PeopleSoft Enterprise Software modules. Unless otherwise explicitly indicated in this Exhibit, all references to Software modules in this Exhibit, including all footnotes, are to PeopleSoft Enterprise Software modules.

² Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the HRMS Software modules shall be based on Employee Count.

³ The license for the Payroll for North America Software module includes a limited use license for the Human Resources Software module. Such limited use license means that the Human Resources Software module shall only be used in order to access the features and functions of the Payroll for North America Software module.

⁴ Licensee must have a license for Human Resources.

⁵ Licensee must have a license for Human Resources and Payroll for North America.

⁶ Licensee must have a license for Human Resources.

⁷ Licensee must have a license for Human Resources.

⁸ Licensee must have a license for Human Resources.

⁹ Licensee must have a license for Human Resources.

¹⁰ Licensee must have a license for Human Resources.

¹¹ Licensee must have a license for Human Resources.

¹² Licensee must have a license for Human Resources.

¹³ Licensee must have a license for one of the following: (i) Payroll for North America; (ii) Global Payroll Core; (iii) Global Payroll for United Kingdom; (iv) Global Payroll for Germany; (v) Global Payroll for Switzerland; (vi) Global Payroll for Spain; (vii) Global Payroll for France; (viii) Global Payroll for Australia; (ix) Global Payroll for Hong Kong; (x) Global Payroll for Italy; (xi) Global Payroll for Japan; (xii) Global Payroll for Mexico; (xiii) Global Payroll for Brazil; (xiv) Global Payroll for India; (xv) Global Payroll for New Zealand; (xvi) Global Payroll for Singapore; (xvii) Global Payroll for The Netherlands; (xviii) Global Payroll for Malaysia or (xix) Payroll Interface.

¹⁴ Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the Financials Software modules shall be based on either Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget.

Project Costing	PeopleSoft, Inc.	1	Included
Enterprise EPM Financials/ESA Analytics Software Modules¹⁶			
Budgeting ¹⁷	PeopleSoft, Inc.	1	Included
Business Planning ¹⁸	PeopleSoft, Inc.	1	Included
Enterprise Supply Chain Management Software Modules¹⁹			
Billing	PeopleSoft, Inc.	1	Included
Purchasing	PeopleSoft, Inc.	1	Included
Inventory	PeopleSoft, Inc.	1	Included
PEOPLESOFT ENTERPRISE TOOLS SOFTWARE MODULES²⁰			
PeopleTools- Restricted Development ²¹	PeopleSoft, Inc.	1	Included
Business Analysis Modeler – Restricted Development ²²	PeopleSoft, Inc.	1	Included
THIRD PARTY SOFTWARE			
WebSphere ²³	International Business Machines Corporation	1	Included
TOTAL LICENSE FEES ON THIS EXHIBIT:			Previously Paid

¹⁵ Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the EEA Software modules shall be based on either Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget.

¹⁶ Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the EPM Financials/ESA Analytics Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget. Notwithstanding anything in the Agreement to the contrary, the license for any EPM Financials/ESA Analytics Software module includes a limited use license to: (i) use the Enterprise Warehouse Software module ("EW") only to access the features and functions of such licensed EPM Financials/ESA Analytics Software module(s); and (ii) extend only the EW data tables that are used to facilitate the functionality of such licensed EPM Financials/ESA Analytics Software module(s); and (iii) import data from any source only into the EW data tables that are used to facilitate the functionality of such licensed EPM Financials/ESA Analytics Software module(s); and (iv) export data from the EW to any target, provided, however, that when using the delivered extract, transform and load tool, data may be exported only to any PeopleSoft Software module or back into the original source of such data.

¹⁷ Licensee must have a license for Business Analysis Modeler – Restricted Development.

¹⁸ Licensee must have a license for Business Analysis Modeler – Restricted Development.

¹⁹ Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the Supply Chain Management Software modules shall be based on either Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget.

²⁰ Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the Tools Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget.

²¹ PeopleTools - Restricted Development shall be used by Licensee to develop interfaces and modifications, including creation of new application data tables, only to the licensed PeopleSoft Software application modules. This Software module will not be shipped if all other Software modules licensed on this Exhibit are identified as modules that do not require PeopleTools.

²² Business Analysis Modeler - Restricted Development shall be used by Licensee to develop interfaces and modifications, including creation of new application data tables, only to the licensed PeopleSoft Software application modules.

²³ Notwithstanding anything in the Agreement to the contrary, PeopleSoft shall not be obligated to indemnify Licensee for any claims based on: (i) any third party products identified in the "README" AND "LICENSE.TXT" files included with WebSphere; (ii) open source code delivered with the WebSphere product; (iii) any trade secret embodied within WebSphere; and (iv) the combination, operation or use of WebSphere with any non-International Business Machine Corporation product, data, or apparatus. In addition to the terms set forth in the Agreement and this Schedule, use of this Software module shall be subject to the terms and conditions set forth in the "README" and "LICENSE.TXT" files included with the WebSphere Software module, as those terms may change from time to time. Notwithstanding anything herein to the contrary: (a) source code is not included for this Software module; (b) this Software module is a Supportable Module.

EXHIBIT B TO MASTER SCHEDULE 1 – ENTERPRISE PRICING

NEWLY LICENSED ENTERPRISE SOFTWARE MODULES

SOFTWARE / SERVICES¹			
Software Modules	Mfr.	Provided Copies	Fee
PEOPLESOFT GLOBAL VERSION APPLICATION SOFTWARE MODULES			
Enterprise HRMS Software Modules²			
Resume Processing ³	PeopleSoft, Inc.	1	Included
eProfile Manager Desktop ⁴	PeopleSoft, Inc.	1	Included
ePerformance ⁵	PeopleSoft, Inc.	1	Included
HRMS Portal Pack	PeopleSoft, Inc.	1	Included
Directory Interface ⁶	PeopleSoft, Inc.	1	Included
Enterprise Learning Solutions Software Modules⁷			
Enterprise Learning Management (aka Learning Management)	PeopleSoft, Inc.	1	Included
Enterprise Financials Software Modules⁸			
EPM Portal Pack	PeopleSoft, Inc.	1	Included
Financials Portal Pack	PeopleSoft, Inc.	1	Included
Enterprise ESA Software Modules⁹			
Contracts ¹⁰	PeopleSoft, Inc.	1	Included
Grants ¹¹	PeopleSoft, Inc.	1	Included
Enterprise Supply Chain Management Software Modules¹²			
eProcurement	PeopleSoft, Inc.	1	Included
Strategic Sourcing	PeopleSoft, Inc.	1	Included
eBill Payment ¹³	PeopleSoft, Inc.	1	Included
Enterprise EPM Financials/ESA Analytics Software Modules¹⁴			

- 1 All Software modules licensed on this Exhibit are PeopleSoft Enterprise Software modules. Unless otherwise explicitly indicated in this Exhibit, all references to Software modules in this Exhibit, including all footnotes, are to PeopleSoft Enterprise Software modules.
- 2 Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the HRMS Software modules shall be based on Employee Count.
- 3 Licensee must have a license for Human Resources.
- 4 Licensee must have a license for Human Resources.
- 5 Licensee must have a license for Human Resources.
- 6 Licensee must have a license for Human Resources.
- 7 Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the Enterprise Learning Solutions Software modules shall be based on Employee Count.
- 8 Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the Financials Software modules shall be based on either Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget.
- 9 Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the ESA Software modules shall be based on either Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget.
- 10 Licensee must have a license to Business Analysis Modeler - Restricted Development to use forecasting functionality.
- 11 Licensee must have a license for Billing, Project Costing and Contracts. Incremental license fees for this Software module shall be based on Reported Budget.
- 12 Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the Supply Chain Management Software modules shall be based on either Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget.
- 13 Licensee must have a license for Receivables.
- 14 Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the EPM Financials/ESA Analytics Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget. Notwithstanding anything in the Agreement to the contrary, the license for any EPM Financials/ESA Analytics Software module includes a limited use license.

Enterprise Scorecard	PeopleSoft, Inc.	1	Included
Enterprise EPM CRM Analytics Software Modules¹⁵			
Customer Scorecard ¹⁶	PeopleSoft, Inc.	1	Included
Enterprise Customer Relationship Management Software¹⁷			
Support ¹⁸	PeopleSoft, Inc.	1	Included
Support for Customer Self Service ¹⁹	PeopleSoft, Inc.	1	Included
Multichannel Communications (aka Multichannel Interactions) ²⁰	PeopleSoft, Inc.	1	Included
CTI Integration ²¹	PeopleSoft, Inc.	1	Included
Order Capture ²²	PeopleSoft, Inc.	1	Included
Order Capture Self Service ²³	PeopleSoft, Inc.	1	Included
Integrated FieldService (aka Field Service) ²⁴	PeopleSoft, Inc.	1	Included
CRM Portal Pack	PeopleSoft, Inc.	1	Included
HelpDesk for Human Resources ²⁵	PeopleSoft, Inc.	1	Included
Enterprise Portal Software Modules²⁶			
Enterprise Portal	PeopleSoft, Inc.	1	Included

to: (i) use the Enterprise Warehouse Software module ("EW") only to access the features and functions of such licensed EPM Financials/ESA Analytics Software module(s); and (ii) extend only the EW data tables that are used to facilitate the functionality of such licensed EPM Financials/ESA Analytics Software module(s); and (iii) import data from any source only into the EW data tables that are used to facilitate the functionality of such licensed EPM Financials/ESA Analytics Software module(s); and (iv) export data from the EW to any target, provided, however, that when using the delivered extract, transform and load tool, data may be exported only to any PeopleSoft Software module or back into the original source of such data.

¹⁵ Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the EPM CRM Analytics Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget. Notwithstanding anything in the Agreement to the contrary, the license for any EPM CRM Analytics Software module includes a limited use license to: (i) use the Enterprise Warehouse Software module ("EW") only to access the features and functions of such licensed EPM CRM Analytics Software module(s); and (ii) extend only the EW data tables that are used to facilitate the functionality of such licensed EPM CRM Analytics Software module(s); and (iii) import data from any source only into the EW data tables that are used to facilitate the functionality of such licensed EPM CRM Analytics Software module(s); and (iv) export data from the EW to any target, provided, however, that when using the delivered extract, transform and load tool, data may be exported only to any PeopleSoft Software module or back into the original source of such data.

¹⁶ Licensee must have a license for Enterprise Scorecard.

¹⁷ Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the Customer Relationship Management Software - PeopleTools Technology Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget.

¹⁸ Licensee must have a license for Business Analysis Modeler - Restricted Development.

¹⁹ Licensee must have a license for Support and Business Analysis Modeler - Restricted Development.

²⁰ Licensee must have a license for one of the following: (i) HelpDesk; or (ii) HelpDesk for Human Resources; or (iii) Support; or (iv) Support for Customer Self-Service; or (v) Sales; or (vi) Integrated FieldService; or (vii) Order Capture; (viii) Order Capture Self-Service; or (ix) Marketing; or (x) Telemarketing. Licensee must also have a license to any Software modules that are required for the Software modules listed in (i) through (x), above.

²¹ Licensee must have a license for one of the following: (i) HelpDesk; or (ii) HelpDesk for Human Resources; or (iii) Support; or (iv) Support for Customer Self Service; or (v) Sales; or (vi) Integrated FieldService; or (vii) Order Capture; or (viii) Order Capture Self Service; or (ix) Marketing; or (x) Telemarketing. Licensee must also have a license to any Software modules that are required for the Software modules listed in (i) through (x), above.

²² Licensee must have a license for Business Analysis Modeler - Restricted Development.

²³ Licensee must have a license for Business Analysis Modeler - Restricted Development.

²⁴ Licensee must have a license for Business Analysis Modeler - Restricted Development.

²⁵ Incremental license fees for this Software module shall be based on Employee Count.

²⁶ Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the Portal Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget.

Enterprise Performance Management Software Modules²⁷			
Enterprise Warehouse ²⁸	PeopleSoft, Inc.	1	Included
PEOPLESOFT ENTERPRISE TOOLS SOFTWARE MODULES²⁹			
PeopleTools- Restricted Development ³⁰	PeopleSoft, Inc.	1	Included
Business Analysis Modeler - Restricted Development ³¹	PeopleSoft, Inc.	1	Included
THIRD PARTY SOFTWARE			
WebSphere ³²	International Business Machines Corporation	1	Included
TOTAL LICENSE FEES ON THIS EXHIBIT:	Included within the Total Fees as set forth on the Master Schedule		

²⁷ Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the Enterprise Performance Management Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget. Except for the Enterprise Warehouse Software module, the license for the Enterprise Performance Management Software modules includes a limited use license to: (i) use the Enterprise Warehouse Software module ("EW") only to access the features and functions of such licensed Enterprise Performance Management Software module(s); and (ii) extend only the EW data tables that are used to facilitate the functionality of such licensed Enterprise Performance Management Software module(s); and (iii) import data from any source only into the EW data tables that are used to facilitate the functionality of such licensed Enterprise Performance Management Software module(s); and (iv) export data from the EW to any target, provided, however, that when using the delivered extract, transform and load tool, data may be exported only to any PeopleSoft Software module or back into the original source of such data.

²⁸ The Enterprise Warehouse Software module ("EW") may be used only to: (i) import data from any source into the EW; and (ii) export any data from the EW to any target, provided, however, that when using the delivered extract, transform and load tool, data may be exported only to any PeopleSoft application or back into the original source of such data; and (iii) develop unlimited extensions of the EW data tables.

²⁹ Unless otherwise explicitly indicated in this Exhibit, incremental license fees for the Tools Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget.

³⁰ PeopleTools - Restricted Development shall be used by Licensee to develop interfaces and modifications, including creation of new application data tables, only to the licensed PeopleSoft Software application modules. This Software module will not be shipped if all other Software modules licensed on this Exhibit are identified as modules that do not require PeopleTools.

³¹ Business Analysis Modeler - Restricted Development shall be used by Licensee to develop interfaces and modifications, including creation of new application data tables, only to the licensed PeopleSoft Software application modules.

³² Notwithstanding anything in the Agreement to the contrary, PeopleSoft shall not be obligated to indemnify Licensee for any claims based on: (i) any third party products identified in the "README" AND "LICENSE.TXT" files included with WebSphere; (ii) open source code delivered with the WebSphere product; (iii) any trade secret embodied within WebSphere; and (iv) the combination, operation or use of WebSphere with any non-International Business Machine Corporation product, data, or apparatus. In addition to the terms set forth in the Agreement and this Schedule, use of this Software module shall be subject to the terms and conditions set forth in the "README" and "LICENSE.TXT" files included with the WebSphere Software module, as those terms may change from time to time. Notwithstanding anything herein to the contrary: (a) source code is not included for this Software module; (b) this Software module is a Supportable Module.