Financial Service Department
Purchasing Office
124 W. 8th St., Austin, Texas, 78701

August 27, 2015

RFD & Associates Inc
Anna Presley Burnham
Oracle Practice Director
401 Camp Craft Road
Austin, Texas 78746

Dear Ms. Burnham:

The Austin City Council approved the execution of a contract with your company for Oracle software licensing, software maintenance, hardware support, and professional services.

Responsible Department:	Communications and Technology Management Department (CTM)
Department Contact Person:	Sekhar Gangidi
Department Contact Email Address:	Sekhar.Gangidi@austintexas.gov
Department Contact Telephone:	(512) 974-9088
Project Name:	Oracle software licensing, software maintenance, hardware support, and professional services
Contractor Name:	RFD & Associates Inc
Contract Number:	MA-5600-NC150000017
Contract Period:	August 31, 2015 through August 30, 2018
Extension Options:	N/A
Dollar Amounts:	$11,233,505.77 awarded, with a not to exceed amount of $11,467,950.00.
Agenda Item Number:	39
Council Approval Date:	August 20, 2015

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Shawn M. Willett
Shawn M. Willett
Corporate Purchasing Manager
IT Contract Management and Procurement Team
City of Austin, Purchasing Office

cc: Denise Lucas, CTM ; Sekhar Gangidi, CTM

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
And
RFD & ASSOCIATES, INC. ("Contractor")
For
UNLIMITED ORACLE SOFTWARE LICENSING, SOFTWARE MAINTENANCE, HARDWARE SUPPORT, AND PROFESSIONAL SERVICES

This Contract is between RFD & Associates, Inc. having offices at 401 Camp Craft Road, Austin, Texas 78746 and the City, a home-rule municipality incorporated by the State of Texas. Solicitation requirements are met by using Contractor's Department of Information Resources Contract No. DIR-TSO-2539

1.1 **This Contract is composed of the following documents:**

    1.1.1 DIR-TSO-2539

    1.1.2 This Contract

    1.1.3 Exhibit A, Supplemental Terms

    1.1.4 Exhibit B, RFD Customer Ordering Document

    1.1.5 Exhibit C, Oracle End User Ordering Document

    1.1.6 Exhibit D, Payment Plan Agreement

    1.1.7 Exhibit E, Payment Schedule

    1.1.8 Exhibit F, Non-Discrimination Certification

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

    1.2.1 DIR-TSO-2539

    1.2.2 This Contract

    1.2.3 Exhibit A

    1.2.4 Exhibit B

    1.2.5 Exhibit C

    1.2.6 Exhibit D

    1.2.7 Exhibit E

1.3 **Term of Contract.** The Contract will be in effect on the date executed by the City (Effective Date) and shall remain in effect for thirty-six (36) months or the City terminates the Contract.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $11,467,950.00, including all fees and expenses.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

RFD & ASSOCIATES, INC.

Scott T. Glover
Printed Name of Authorized Person

(signature)
Signature

CHIEF OPERATING OFFICER
Title:

26 August 2015
Date:

CITY OF AUSTIN

Shawn M Willett
Printed Name of Authorized Person

(signature) Shawn M Willett
Signature

Corp. Purchasing Manager
Title:

Aug. 26, 2015
Date:

Exhibit Listing

Exhibit A	Supplemental Terms
Exhibit B	RFD Customer Ordering Document
Exhibit C	Oracle End User Ordering Document
Exhibit D	Payment Plan Agreement
Exhibit E	Payment Schedule
Exhibit F	Non Discrimination Certification

Exhibit A
Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Anna Presley Burnham, Phone: 512-628-2646, Email: aburnham@rfdinc.com. The City's Contract Manager for the engagement shall be Sekhar Gangidi, Phone: 512-974-9088, Email: Sekhar.Gangidi@austintexas.gov.

2. **Invoices.**

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3. **Travel Expenses**: All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4. **Equal Opportunity**

4.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit F. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

4.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

5.1.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved,

whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

5.1.2   The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

6.   **Insurance**: The following insurance requirement applies.

6.1.1 **General Requirements**

6.1.1.1   The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2   The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3   The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4   The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5   The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

6.1.1.6   The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

6.1.1.7   All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

6.1.1.8   The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9   If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements herein, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10   The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

6.1.2.1.2 Contractor/Subcontracted Work.

6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

6.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements:

6.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage.

6.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage.

6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage.

6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage.

DIR-TSO-2539

Ordering Document

Reference: Quote # L-COA-071415
Expires August 31, 2015
Vendor HUB Certification #: 69004

Vendor:	Customer:
RFD & Associates, Inc. 401 Camp Craft Road Austin, Texas 78746 Contact: Anna Presley Burnham aburnham@rfdinc.com 512-762-1360 phone	City of Austin Communications and Technology Management 1124 S. Interstate 35, Suite 300 Austin, Texas 78704 Contact: Paul Hopingardner paul.hopingardner@austintexas.gov 512-974-2408 office

Contract and Terms

1. This Ordering Document ("Order") between City of Austin ("COA" and "Customer") and RFD & Associates, Inc. ("RFD" and "Reseller") is subject to the Texas Department of Information Resources ("DIR"), contract # DIR-TSO-2539, the Contract between the City of Austin and RFD & Associates, Inc., City of Austin's Supplemental Terms, RFD & Associates, Inc. Ordering Document, Oracle End User Ordering Document, and the Oracle Payment Schedule.

2. This document shall be deemed an "Order" for purposes outlined within these documents, and is non-cancelable and the fees paid non-refundable.

3. Notwithstanding anything to the contrary in the End User Ordering Document, attached as Exhibit A, during the Unlimited Deployment Period City of Austin may not assign the licenses of the Unlimited Deployment Programs acquired under this ordering document, or give or transfer an interest in them to another individual or entity.

4. Notwithstanding anything to the contrary in End User Ordering Document ("EUOD"), attached as Exhibit A, at the end of the Unlimited period, City of Austin will certify actual usage, and the license count will be fixed on that number as detailed in the End User Ordering Document, attached as Exhibit A. City of Austin will be allowed 30 days past the end of the unlimited period to submit the certification.

5. The following items are required to place this order with Oracle:

    a. Ordering document signed by COA and RFD (this document),

    b. End User Order Document "EUOD" (Exhibit A) signed by COA and RFD; and

    c. Oracle Finance Division Installment Payment Agreement signed by City of Austin and Opinion of Counsel letter signed and provided on City of Austin letterhead.

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Unlimited Deployment Programs

Quantity	Description	Type	Metric
Unlimited	Oracle Database Enterprise Edition	Perpetual	Processor
Unlimited	Real Application Clusters	Perpetual	Processor
Unlimited	Partitioning	Perpetual	Processor
Unlimited	Database Vault	Perpetual	Processor
Unlimited	GoldenGate	Perpetual	Processor
Unlimited	Advanced Compression	Perpetual	Processor
Unlimited	Audit Vault Database Firewall	Perpetual	Processor
Unlimited	GoldenGate	Perpetual	Processor
Unlimited	Advanced Security Option	Perpetual	Processor
Unlimited	Diagnostics Pack	Perpetual	Processor
Unlimited	Tuning Pack	Perpetual	Processor
Unlimited	Database Lifecycle Management Pack	Perpetual	Processor
Unlimited	Cloud Management Pack for Oracle Database	Perpetual	Processor
27	Spatial And Graph	Perpetual	Processor
4	OLAP	Perpetual	Processor

ULA Net License Fee:	$4,099,789.30
This amount to be financed by Oracle Finance Division	
Price includes: 1,000 hours of consulting services and $40,000 of training services	

Years 1-3 Total ULA Support:	$2,340,604.93
Year 1 ULA Support Fee:	$901,953.65
Years 2-3 ULA Support Fees:	$1,438,651.28 *($719,325.64 annually)*
Oracle support billed quarterly in arrears according to the payment schedule on page 4	

Years 1-3 Legacy Migrated Product Support:	$4,153,499.99
Support for legacy COA / AE owned products migrating into the ULA	*(Y1: $1,461,951.95 Y2-3: $1,345,774.02)*
Years 1-3 Legacy Non-Migrated (Existing) Product Support:	$452,595.00 *($150,865 annually)*
COA / AE already pay annual support on these licenses and RFD will cover $437,337.68 worth of Back Support to Oracle with the funding on the following open COA purchase orders: DO 5600 14103002436, DO 1100 14102101755	

Ordering Document between City of Austin and RFD & Associates, Inc.   Page 2 of 5

Exadata Database Machine ¼ Rack:	No Charge
Years 1-3 Exadata Support Fees:	$187,016.55
Exadata package includes: 750 hours of consulting services and $40,000 of training services, and 2 Oracle OpenWorld 2015 passes	
Total Fees Years 1-3 (September 2015 – August 2018):	**$11,233,505.77**
Includes ULA License + ULA Support + Legacy Migrated Product Support + Exadata Support	

RFD Software Design & Development   Systems Integration   Application Performance Monitoring   Business Process Management

ORACLE

Payment Schedule – Software License and Technical Support

Description	New ULA	Legacy Migrated Product Support	Legacy Non-Migrated Support	Exadata Support	Total	Due Date
YEAR ONE (9/1/15 - 8/31/16)						
Net License Payment 15%	614,968.40				614,968.40	10/31/15
Yr 1 quarterly support - 1st	225,488.41	365,487.99	37,716.25	14,867.45	643,560.10	11/30/15
Yr 1 quarterly support - 2nd	225,488.41	365,487.99	37,716.25	14,867.45	643,560.10	2/29/16
Yr 1 quarterly support - 3rd	225,488.41	365,487.99	37,716.25	14,867.45	643,560.10	5/31/16
Yr 1 quarterly support - 4th	225,488.41	365,487.99	37,716.25	14,867.45	643,560.10	8/31/16
TOTAL YEAR ONE	1,516,922.04	1,461,951.95	150,865.00	59,469.81	**3,189,208.80**	
YEAR TWO (9/1/16 - 8/31/17)						
Net License Payment 42.5%	1,742,410.45				1,742,410.45	10/31/16
Yr 2 quarterly support - 1st	179,831.41	336,443.51	37,716.25	15,769.30	569,760.47	11/30/16
Yr 2 quarterly support - 2nd	179,831.41	336,443.51	37,716.25	15,769.30	569,760.47	2/29/17
Yr 2 quarterly support - 3rd	179,831.41	336,443.51	37,716.25	15,769.30	569,760.47	5/31/17
Yr 2 quarterly support - 4th	179,831.41	336,443.51	37,716.25	15,769.30	569,760.47	8/31/17
TOTAL YEAR TWO	2,461,736.09	1,345,774.02	150,865.00	63,077.21	**4,021,452.32**	
YEAR THREE (9/1/17 - 8/31/18)						
Net License Payment 42.5%	1,742,410.45				1,742,410.45	10/31/17
Yr 3 quarterly support - 1st	179,831.41	336,443.51	37,716.25	16,117.38	570,108.55	11/30/17
Yr 3 quarterly support - 2nd	179,831.41	336,443.51	37,716.25	16,117.38	570,108.55	2/29/18
Yr 3 quarterly support - 3rd	179,831.41	336,443.51	37,716.25	16,117.38	570,108.55	5/31/18
Yr 3 quarterly support - 4th	179,831.41	336,443.51	37,716.25	16,117.38	570,108.55	8/31/18
TOTAL YEAR THREE	2,461,736.09	1,345,774.02	150,865.00	64,469.53	**4,022,844.64**	

(handwritten on pink note)

3,038,344.⁰⁰

3,189,208.80

150,864.80

RFD Software Design & Development   Systems Integration   Application Performance Monitoring   Business Process Management

Your signature date, or electronic submission date, will be the effective date of this ordering document.

This quote is valid through August 28, 2015, and shall become binding upon execution by City of Austin and acceptance by RFD & Associates, Inc.

City of Austin   **RFD & Associates, Inc.**

Signature _Shawn M Willett_   Signature _Scott T. Glover_

Name: _Shawn M Willett_   Name: Scott Glover

Title: _Corp. Purchasing Manager_   Title: Chief Operating Officer

Date _Aug 26, 2015_   Date _25 AUGUST 2015_

                    Effective Date _____

Ordering Document between City of Austin and RFD & Associates, Inc.   Page **5** of **5**

Exhibit C
Oracle End User Ordering Document

EXHIBIT A

END USER ORDERING DOCUMENT

Your Name	City of Austin	Your Contact	Stephen Elkins
Your Location	1124 S Interstate 35, Suite 300	Phone Number	512-802-6679
	Austin, TX 78704	Email Address	stephen.elkins@austintexas.gov

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CONTRACT INFORMATION

End User Agreement: Contract for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle"), effective April 25, 2014 (DIR Contract No. DIR-TSO-2539)

This ordering document incorporates by reference the terms of the end user agreement specified above (the "EUA") The defined terms in the agreement shall have the same meaning in this ordering document unless otherwise specified herein.

A.   PROGRAMS AND SERVICES

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

The programs designated below with an asterisk ("*") are for use on an unlimited number of Processors during the Unlimited Deployment Period (as defined in section C.1.a below), subject to the fixing requirements and all other terms and conditions of this ordering document (each such program being referred to as an "**Unlimited Deployment Program**" and collectively as the "**Unlimited Deployment Programs**")

The program designated below with two asterisks ("**") is licensed for the quantity of Processors indicated in the table below for each such program, and may be used by you subject to the terms and conditions of this ordering document and the EUA (such program being referred to herein as the "**Quantity Based Program**") The Quantity Based Program is not part of the Unlimited Deployment Programs or the Unlimited Deployment Right (defined below in section C 1)

All fees on this ordering document are in US Dollars.

Product Description / License Type	Quantity
* Oracle Database Enterprise Edition - Processor Perpetual	Unlimited
* Oracle Real Application Clusters - Processor Perpetual	Unlimited
* Oracle Partitioning - Processor Perpetual	Unlimited
* Oracle GoldenGate - Processor Perpetual	Unlimited
* Oracle Advanced Compression - Processor Perpetual	Unlimited
* Oracle Advanced Security - Processor Perpetual	Unlimited
* Oracle Diagnostics Pack - Processor Perpetual	Unlimited
* Oracle Tuning Pack - Processor Perpetual	Unlimited
* Oracle Database Lifecycle Management Pack - Processor Perpetual	Unlimited
* Oracle Cloud Management Pack for Oracle Database - Processor Perpetual	Unlimited
* Oracle WebLogic Suite - Processor Perpetual	Unlimited
* Oracle Data Masking and Subsetting Pack - Processor Perpetual	Unlimited
* Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	Unlimited
* Oracle Multitenant - Processor Perpetual	Unlimited
** + Oracle Spatial and Graph - Processor Perpetual	26
** Oracle OLAP - Processor Perpetual	4

	Net Fees
Net License Fees	4,099,789 30
Net Technical Support Fees	2,363,905 60
Back Support Fees	437,337 68
Total Fees	6,901,032.58

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B. GENERAL TERMS

1. End User Definition
Notwithstanding anything to the contrary in the EUA, for purposes of this ordering document only, "you" and "your" shall mean the City of Austin, and you will be the only entity allowed to use the Unlimited Deployment Programs licensed under this ordering document.

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

3. Territory
The program licenses included on this ordering document are for use in the U.S.

4. Fees, Invoicing, and Payment Obligation
   a. License fees are invoiced as of the commencement date. Service fees are invoiced in arrears of the service performance; specifically, technical support fees are invoiced quarterly in arrears, except for back support fees which are invoiced as of the effective date. The total annual technical support fees due under this ordering document and specified in section A above include the existing annual technical support fees for the Converted and Replaced Licenses (as defined in section E.1 below) as well as the incremental technical support fees due for the program licenses specified in section A, including the licenses of the Unlimited Deployment Programs.

   b. In addition to the fees listed in section A, RFD & Associates, Inc. (RFD) will invoice you for any applicable shipping charges or applicable taxes.

   c. In entering into payment obligations under this ordering document, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (i) if you order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, if-and-when available, in accordance with Oracle's then current technical support policies; and (ii) the preceding sentence does not change the rights granted to you for any program licensed under this ordering document, per the terms of this ordering document and the EUA.

   d   The back support fee amount as of August 31, 2015, is reflected in section A and represents an estimate of the back support fee. The actual back support fee will be processed as of the effective date of this ordering document.

5. Delivery and Installation
   a. Oracle has made the programs listed in section A are available to you for electronic download at the electronic delivery web site located at the following Internet URL: http://edelivery.oracle.com. Through the Internet URL, you can access and electronically download to your location the current production release as of the effective date below of the software and related program documentation for each program listed in section A. Provided that you have continuously maintained technical support for the programs listed in section A, you may continue to download the software and related program documentation for the programs listed in section A. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligations under this ordering document, electronic download or otherwise.

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

6. Total Support Stream
For purposes of this ordering document, the "Total Support Stream" shall mean: (i) the existing technical support for the Converted and Replaced Licenses (as defined in section E.1 below); (ii) the technical support for the Program licenses specified in section A; and (iii) technical support for any program licenses purchased under section D.1 (Price Hold).

7. Technical Support Cap
   a Notwithstanding anything to the contrary in the agreement, Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") for the programs specified in section A of this ordering document may be renewed annually and, if you renew such technical support for the Total Support Stream, then for the first renewal year the annual fee for such technical support shall be $2,065,099.66 if you renew directly with Oracle, or $2,065,099.68 if you renew through RFD; for the second renewal year of technical support, the annual fee for such technical support will not increase by more than 0% over the prior year's fees. The technical support caps set forth in the preceding sentence are granted, provided that, with respect to each technical support renewal year that occurs during the Unlimited Deployment Period, you renew the Total Support Stream

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b. Notwithstanding anything to the contrary in this section, the technical support fees owed by you for the program licenses acquired under this ordering document may increase as a result of the purchase of program licenses under section D.1 (Price Hold) of this ordering document

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

9. Segmentation
The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

10. Customer Reference
In consideration of the discounts granted to you under this ordering document, Oracle may refer to you as a customer in sales presentations, marketing vehicles and activities. In addition you agree to become part of Oracle's reference program by working with a representative from Oracle Marketing to develop a customer profile for use on Oracle.com and for other promotional activities at Oracle's discretion. The profile will include a quote from an executive of your company and your company's logo.

11. Third Party Beneficiary
Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party beneficiary of this order and the EUA between RFD and you, but does not assume any of RFD's obligations hereunder or thereunder

12. Order of Precedence
In the event of any inconsistencies between the EUA and this ordering document, the EUA shall take precedence

C. UNLIMITED DEPLOYMENT

1. Unlimited Deployment Right
a. **General.** In consideration of the payment to RFD of the license and technical support fees specified in section A, for three (3) years from the effective date of this ordering document (or such earlier period as set forth below in section C.1.c) (the "**Unlimited Deployment Period**"), you will receive the right to use the Unlimited Deployment Programs on an unlimited number of Processors (the "**Unlimited Deployment Right**"), provided that (i) deployment is limited to hardware that is either owned or leased by you; (ii) your use of such Unlimited Deployment Programs shall be in compliance with the terms of the EUA and this ordering document; and (iii) you continuously maintain the Total Support Stream.

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

b. **Certification Process.** On the Certification Date (or Accelerated Certification Date (as defined below), if applicable), you shall furnish Oracle with a certification signed by a C-level executive of your entity verifying the quantity of Processors on which the Unlimited Deployment Programs are installed and running by you as of the date on which the Unlimited Deployment Period ends (such certified quantity, the "**Certified Deployment**"). On the date the Unlimited Deployment Period ends your quantity of Processor licenses of the Unlimited Deployment Programs above shall be fixed and limited as set forth in the Certified Deployment

c. **Breach of Unlimited Deployment Terms.** Upon the date that you first fail to meet any of the conditions specified in section C.1.a above (the "**Non-Compliance Date**"), then the Unlimited Deployment Period and the Unlimited Deployment Right shall immediately terminate, the Certification Date shall be accelerated to 15 business days after the Non-Compliance Date (the "**Accelerated Certification Date**"), and you and Oracle shall follow the certification process set forth in section C.1.b above

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

d. **End of Unlimited Deployment Period.** Following the end of the Unlimited Deployment Period, your use of the programs licensed and certified pursuant to the certification process set forth in section C.1.b will continue to be in accordance with the EUA and this ordering document.

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

If at any time after the end of the Unlimited Deployment Period your use of the programs licensed and certified pursuant to the certification process set forth in section C.1.b exceeds the Certified Deployment, then you must acquire additional licenses and technical support for such program(s) for such exceeded use in accordance with Oracle's then current prices and policies.
If at any time after the end of the Unlimited Deployment Period your use of the programs licensed and certified pursuant to the certification process set forth in section C.1.b decreases such that such use is below the Certified Deployment, you shall not be entitled to a refund or credit of any license and/or technical support fees paid under this ordering document.

e. **Restriction on Assignment.** Notwithstanding anything to the contrary in the EUA, during the Unlimited Deployment Period you may not assign any of the program licenses acquired under this ordering document (including, without limitation, the Unlimited Deployment Programs),or give or transfer an interest in them to another individual or entity

D. FUTURE PURCHASES

1. Price Hold

a. For a period of eighteen (18) months from the effective date of this ordering document, you may order licenses through **RFD** for the programs (and first year of SULS for the programs) at the appropriate license and support fees specified on the attached Price Hold Exhibit, provided (i) such programs are available in production release when ordered, and (ii) you have continuously maintained the Total Support Stream.

b. Each order placed pursuant to this section will specify the delivery obligation. If the order specifies delivery, the programs will be delivered via electronic download. If electronic download is not possible or otherwise agreed to by the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, you are charged for media and the shipping terms are FCA: Shipping Point, Pre-paid and Add.

c. All technical support for program licenses acquired under the terms of this section shall be deemed part of the Total Support Stream.

E. OTHER

1. Converted and Replaced Licenses

a. **General.** In connection with the Unlimited Deployment Right granted under this ordering document, all licenses of any versions or releases of the Unlimited Deployment Programs that were acquired by you prior to the effective date of this ordering document shall be converted and replaced as of the effective date of this ordering document (the "**Converted and Replaced Licenses**"). The Converted and Replaced Licenses are specified on the attached Converted and Replaced Licenses Exhibit. You will no longer have any right to use the Converted and Replaced Licenses, nor will you be permitted to reinstate the Converted and Replaced Licenses. You shall not be entitled to a credit or refund of license fees for the Converted and Replaced Licenses

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

This quote is valid through August 31, 2015, and shall become binding upon execution by you and acceptance by RFD

City of Austin	RFD & Associates, Inc.
Signature _Shawn Willett_	Signature _Scott T. Glor_
Name _Shawn Willett_	Name _SCOTT T. GLOVER_
Title _Corp. Purchasing Manager_	Title _CHIEF OPERATING OFFICER_
Signature Date _Aug 26, 2015_	Signature Date _25 AUGUST 2015_

Effective Date _____ (to be completed by Oracle)

PRICE HOLD EXHIBIT

Program	Quantity	Net License Fee	Net SULS Fee
Oracle Spatial and Graph - Processor Perpetual	1	7,175.00	1,578.50
Oracle Real Application Testing - Processor Perpetual	1	4,715.00	1,037.30
Oracle Label Security - Processor Perpetual	1	4,715.00	1,037.30
Oracle Database Vault - Processor Perpetual	1	4,715.00	1,037.30
Oracle Audit Vault and Database Firewall - Processor Perpetual	1	2,460.00	541.20
Oracle Database In-Memory - Processor Perpetual	1	9,430.00	2,074.60

CONVERTED AND REPLACED LICENSES EXHIBIT

Existing License	Existing Quantity	License Metric	CSI#
Oracle Database Enterprise Edition	3	PROCESSOR	3886091
Oracle Real Application Clusters	4	PROCESSOR	3886091
Oracle Database Enterprise Edition	471	NAMED USER MULTI SERVER	3191583
Oracle Database Enterprise Edition	429	NAMED USER MULTI SERVER	3191583
Oracle Database Enterprise Edition	3	PROCESSOR	3191583
Oracle Database Enterprise Edition	288	NAMED USER MULTI SERVER	3186847
Oracle Partitioning	152	NAMED USER MULTI SERVER	3186847
Oracle Database Enterprise Edition	512	NAMED USER MULTI SERVER	3186847
Oracle Data Masking Pack	12	PROCESSOR	16605850
Configuration Management Pack	61	PROCESSOR	16605850
Change Management Pack	61	PROCESSOR	16605850
Oracle Tuning Pack	61	PROCESSOR	16605850
Oracle Diagnostics Pack	61	PROCESSOR	16605850
Oracle Label Security	6	PROCESSOR	16605850
Oracle Active Data Guard	61	PROCESSOR	16605850
Oracle Advanced Security	56	PROCESSOR	16605850
Oracle Advanced Compression	12	PROCESSOR	16605850
Oracle Partitioning	8	PROCESSOR	16605850
Oracle Real Application Clusters	28	PROCESSOR	16605850
Oracle Database Enterprise Edition	61	PROCESSOR	16605850
Oracle Tuning Pack	8	PROCESSOR	16122231
Configuration Management Pack	8	PROCESSOR	16122231
Oracle Real Application Clusters	8	PROCESSOR	16122231
Oracle Partitioning	8	PROCESSOR	16122231
Oracle Database Enterprise Edition	8	PROCESSOR	16122231
Oracle Diagnostics Pack	8	PROCESSOR	16122231
Oracle Real Application Clusters	4	PROCESSOR	16053061
Oracle Tuning Pack	8	PROCESSOR	16053061
Oracle Diagnostics Pack	8	PROCESSOR	16053061
Oracle Database Enterprise Edition	4	PROCESSOR	16053061
Configuration Management Pack	200	NAMED USER PLUS	15813248
Oracle Tuning Pack	200	NAMED USER PLUS	15813248
Oracle Diagnostics Pack	200	NAMED USER PLUS	15813248
Oracle Real Application Clusters	2	PROCESSOR	15813248
Oracle Database Enterprise Edition	2	PROCESSOR	15813248
Oracle Real Application Clusters	4	PROCESSOR	15597515
Oracle Database Enterprise Edition	4	PROCESSOR	15597515
Oracle Partitioning	2	PROCESSOR	15401682
Oracle Diagnostics Pack	6	PROCESSOR	15401682
Configuration Management Pack	6	PROCESSOR	15401682
Change Management Pack	6	PROCESSOR	15401682
Oracle Database Enterprise Edition	2	PROCESSOR	15401682
Oracle Tuning Pack	6	PROCESSOR	15401682
Oracle Tuning Pack	9	PROCESSOR	15181859
Oracle Real Application Clusters	9	PROCESSOR	15181859

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Oracle Database Enterprise Edition	9	PROCESSOR	15181859
Oracle Diagnostics Pack	9	PROCESSOR	15181859
Oracle Database Enterprise Edition	1	PROCESSOR	14657093
Configuration Management Pack	35	PROCESSOR	14464052
Change Management Pack	35	PROCESSOR	14464052
Oracle Database Enterprise Edition	22	PROCESSOR	14464052
Oracle Database Enterprise Edition	8	PROCESSOR	14464052
Oracle Database Enterprise Edition	1	PROCESSOR	14464052
Oracle Database Enterprise Edition	1	PROCESSOR	14187289
Oracle Database Enterprise Edition	100	NAMED USER PLUS	14154119
Oracle Real Application Clusters	4	PROCESSOR	14154119
Oracle Database Enterprise Edition	4	PROCESSOR	14154119
Oracle Real Application Clusters	52	NAMED USER PLUS	14154119

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Exhibit D
Payment Plan Agreement
(Previously executed between Oracle Credit Corporation and City of Austin on December 31, 2009.)

ORACLE | Credit Corporation

Customer	City of Austin, Texas
Address	1124 South IH-35
	Suite 300
	Austin, TX 78704
Phone	
PPA No.	6502 Date 31-DEC-09

Municipal Payment Plan Agreement

Executed by Customer (authorized signature):
By
Name
Title
Executed by Oracle Credit Corporation:
By
Name:
Title:

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

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

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

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

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

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

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

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

Customer Initials
Page 1 of 2

PPA_Mun/ 06Apr01 (2 pages)

insolvency proceedings shall be instituted by or against Customer.

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

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

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

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

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

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

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

Exhibit E
Payment Schedule
(Includes Payment Schedule #73515, Amendment No. 1, and the Customer Payment Information
for Schedule #73515 on the following pages)

ORACLE

Customer	City of Austin Texas		Executed by Customer (authorized signature):
			Signature _Shawn Willett_
Address	1124 South IH-35		Name: _Shawn Willett_
	Suite 300		Title _Corp. Purchasing Manager_
	Austin TX 78704		
Contact			**Executed by Oracle Credit Corporation:**
Phone			Signature. _____
Email Notice			Name: _____
Order			Title _____
PPA No.	6502	Dated: 31-Dec-09	Contract Effective Date _____

System Price:			Payment Schedule:	
Software		4,099,789.30	**Payment Amount:**	**Due Date:**
Total:	USD	4,099,789.30	USD 614,968.40	01-Nov-15
			USD 1,742,410.45	01-Oct-16
			USD 1,742,410.45	01-Oct-17

Taxes: Customer agrees that OCC may add the applicable Taxes due on the System Price to each Payment Amount based on the applicable tax rate invoiced by Supplier at shipment. OCC may adjust subsequent Payment Amounts to reflect any change or correction in Taxes due.

Transaction Specific Terms (any terms specified in this section will supersede inconsistent terms elsewhere in the Contract):

Optional: ☑ ("Supplier" includes the supplier specified below, who is not Oracle or an Oracle affiliate)

The Customer has ordered the System from Supplier. Customer has independently selected such Supplier and entered into the Order based upon its own judgment. Customer consents to OCC obtaining any necessary rights or consents from Supplier in order to enter into this Contract

Supplier	RFD & Associates, Inc
Address	401 Camp Craft Road Austin TX 78746
Contact:	Phone

This schedule ("Schedule" or "Payment Schedule") is entered into by Customer and Oracle Credit Corporation ("OCC") for the acquisition of the System from the applicable Supplier. This Contract replaces Customer's payment obligation under the Order to Supplier to the extent of the System Price listed above and Customer agrees to pay the System Price (including Renewal Services fees) on an installment basis. This Schedule incorporates by reference the terms and conditions of the above-referenced PPA to create a separate Contract. Each component of the System specified herein is further described in the Order. Any reference to "Order" or "Agreement" in this Contract shall mean the above-referenced Order above together with any other agreement governing Customer's right in the System. The System Price is the amount set forth above for the items that are paid for through this Contract

A. SYSTEM: Customer has evaluated and independently selected the System and reviewed the Order prior to placing its Order and entering into this Contract. For the purposes of this Contract the software and services are accepted. Before any part of the System is converted, replaced or traded in by Customer or any other party. Customer shall contact Operations to make arrangements to fulfill all its financial obligations under the Contract

If the System Price includes fees for renewal periods of services after the first period of services (as such period is defined in the Order), such services will be "Renewal Services" and will be ordered through this Contract. At the start of each Renewal Services period. Renewal Services for that period will become a part of the System and are accepted for purposes of Customer's payment obligations under the Contract. Renewal Services fees (and applicable Taxes) will be paid to Supplier (pursuant to the Supplier invoice) through this Contract from the Payment Amounts (and applicable Taxes) received in the applicable Renewal Service period. Future increases in fees for Renewal Services (if any) are not included in the System Price or Payment Amounts, and shall be due separately to the applicable Supplier from Customer. Each Payment Amount (net of applicable fees for Renewal Services, if any) is comprised of a proportional amount of each component of the System Price (net of total fees for Renewal Services, if any). The term Order also includes orders (in whatever form) for Renewal Services included in the System

B. ADMINISTRATIVE: Customer agrees that OCC may insert the appropriate administrative information to complete the Contract, and OCC will provide a copy of the Contract upon request. For this Contract, the discount rate in the Remedies Section of the PPA shall be the lesser of the rate in the Contract or 2% (the "Index Rate"). OCC will countersign this Schedule upon Customer's delivery of a fully executed Order, PPA, and any other documentation required by OCC (in form and substance acceptable to OCC), and upon such countersignature, the Contract will be effective as of the Contract Effective Date. All notices or contact for Operations shall be sent to old-notice_ww@oracle.com

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Amendment No. 1
to Payment Schedule No. 73515 dated _____ ("PS")
to the Municipal Payment Plan Agreement No ____ dated _____ ("PPA" and together with the
PS, the "Contract") between City of Austin, Texas ("Customer") and Oracle Credit Corporation
("OCC")

This Amendment hereby amends the above-referenced Contract in the following respects

In the PS

1   Transaction Specific Terms:
     Add the following: "Customer may make payments to OCC or Assignee with a check made
payable to RFD & Associates, Inc., however, such payments must be delivered to OCC or Assignee as
directed in a notice of assignment or payment invoice by the applicable Due Date. Notwithstanding the
foregoing, if bankruptcy, insolvency, dissolution, liquidation, or other similar proceedings are instituted
by or against RFD & Associates, Inc. then upon written notice from OCC or Assignee Customer shall
make checks payable to OCC or Assignee. Customer is liable for any late fees incurred due to
misdirected payments or a failure to comply with OCC's and Assignee's payment instructions."

All other provisions of the Contract remain unchanged and in full force and effect

The Effective Date of this Amendment No ____ is _____

CUSTOMER (authorized signature):

By: _Shawn Willett_

Name _Shawn W. Ilett_

Title _Corp Cash Manager_

ORACLE CREDIT CORPORATION

By: _____

Name: _____

Title: _____

ORACLE

Company Name: City of Austin, Texas

Thank you for utilizing one of our payment solutions for your recent IT acquisition. In an effort to offer excellent customer care to your company, we will need contacts for billing, notification and tax. Please complete and submit this form within 3 days of signing the Contract. If you have any questions regarding this form or administration of the Contract, please contact us at ofd-fso_us@oracle.com or via fax to 650-633-3741 OFD, Attn: Field Operations.

INVOICES should be sent to:	CONTACT PERSON: If we should contact someone directly to obtain the information requested on this form, please provide their information below:
Attn. to Name: CTM AP	Name:
Title:	
Email: CTMAPINVOICES@	Name:
Company: Austin texas.gov	Title:
Address:	Email:
Phone: (512)974-9165	
Fax:	Phone:

TAX ID Number ████████	COUNTERSIGNED AGREEMENT AND ANY NOTIFICATIONS should be sent to:
TAX STATUS (Please select one. If unsure, leave blank and provide a tax contact below)	Name:
☐ **Taxable.** Add taxes to payment amounts due under this contract if taxes are included on the Supplier invoice	Email:
☐ **Taxable.** Customer will pay applicable taxes separately and directly to Supplier. Do not add taxes to payment amounts due under the contract.	Address:
☐ **Taxable - Direct Pay.** Customer has a Direct Pay Permit.	
☑ **Tax Exempt** Customer has a Tax Exemption Certificate.	Phone:
TAX CONTACT - required to confirm tax treatment	Fax:
Name: Joyce Herring	Form completed by:
Email: Joyce.Herring@austintexas.gov	Name: Peggy MacCallum
	Title: Chief Financial Manager
Phone: (512) 974-6526	Email: peggy.maccallum@austintexas.gov
	Phone: 512-974-1661

INVOICING INSTRUCTIONS:	ADDITIONAL INFORMATION which will aid in the administration of this contract:
Will a Purchase Order be issued? ☑ Yes ☐ No	
Please forward a copy to ofd-fso_us@oracle.com or submit with this form.	
P.O. #	
Reference on the invoice: Reference all Purchase order numbers on invoice.	

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
City of Austin	
Address *(Street & number, P.O. Box or Route number)*	Phone *(Area code and number)*
P.O. BOX 1088	(512)974-2500
City, State, ZIP code	
Austin, TX 78767	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchase Order/Contract Number, if applicable: _____

Contractor Name, if applicable: _____
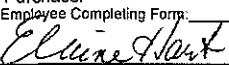
Description and Amount of Purchase: _____

Purchaser claims this exemption for the following reason:

Governmental Agency - City; See Title 2 - State Taxation; Chapter 151 - Limited Sales, Excise, and

Use Tax; Section 309 - Governmental Entities of the State Tax Code

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchaser Employee Completing Form: *Elaine Hart*	Title Employee Completing Form: Chief Financial Officer	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B)   (1)   Not to engage in any discriminatory employment practice defined in this chapter.

       (2)   To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

       (3)   To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

       (4)   To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

       (5)   To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

       (6)   To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

       (7)   To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this ___2-5___ day of ___AvhvsT___, ___2ol5___

CONTRACTOR   *PFD ＇ ASSOCIATES, INC.*

Authorized Signature   *Kvott 7 - Vla*

Title   *CHIEF OPERATING OFFICER*

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