

Your Name
Your Location

 COLLIN COUNTY
 210 S McDonald St
 MCKINNEY
 TX 75069

Your Contact
Phone Number
Email Address

 Karen Skipworth
 9725484100

ORACLE CONTRACT INFORMATION
Agreement: Software License and Services Agreement

Agreement Name: US-OLSA-M_V122005-31296-11-ABR-2006

This ordering document incorporates by reference the terms of the agreement specified above. The following defined and capitalized terms in the referenced agreement between you and Oracle USA, Inc. (as successor in interest to Oracle Corporation, hereinafter "Oracle") shall have the same meaning as the stated terms in this ordering document: "Agreement" and "agreement"; "Customer"/"Client" and "you"/"your"; "Program" and "program"; "Technical Support" and "technical support"; "Program Documentation"/"Documentation" and "program documentation"; and "Ordering Document"/"Order Form" and "ordering document".

A. Description and Fees for Ordered Programs and Services

You have ordered the program licenses, and from May 15th, 2009, to Sept 30th, 2009, of technical support services described below:

Listed below is a summary of net fees due under the ordering document. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

Peoplesoft Enterprise

Product Description / License Type	Quantity	Net Fee
PeopleSoft Enterprise Human Resources - Employee Count Perpetual	165	
License		2,898.29
Software Update License & Support		241.07
PeopleSoft Enterprise Payroll For North America - Employee Count Perpetual	165	
License		2,898.29
Software Update License & Support		241.07
PeopleSoft Enterprise Benefits Administration - Employee Count Perpetual	165	
License		2,540.27

Software Update License & Support		211.29
PeopleSoft Enterprise Payroll Interface - Employee Count Perpetual	165	
License		1,449.15
Software Update License & Support		120.54
PeopleSoft Enterprise Time And Labor - Employee Count Perpetual	165	
License		2,540.27
Software Update License & Support		211.29
PeopleSoft Enterprise Candidate Gateway - Employee Count Perpetual	165	
License		545.56
Software Update License & Support		45.38
PeopleSoft Enterprise Talent Acquisition Manager - Employee Count Perpetual	165	
License		1,636.68
Software Update License & Support		136.14
PeopleSoft Enterprise eCompensation - Employee Count Perpetual	165	
License		366.55
Software Update License & Support		30.49
PeopleSoft Enterprise eCompensation Manager Desktop - Employee Count Perpetual	165	
License		366.55
Software Update License & Support		30.49
PeopleSoft Enterprise eProfile - Employee Count Perpetual	165	
License		366.55
Software Update License & Support		30.49
PeopleSoft Enterprise eProfile Manager Desktop - Employee Count Perpetual	165	
License		366.55
Software Update License & Support		30.49
PeopleSoft Enterprise eDevelopment - Employee Count Perpetual	165	

License		366.55
Software Update License & Support		30.49
PeopleSoft Enterprise eBenefits - Employee Count Perpetual	165	
License		366.55
Software Update License & Support		30.49
PeopleSoft Enterprise ePay - Employee Count Perpetual	165	
License		366.55
Software Update License & Support		30.49
PeopleSoft Enterprise Directory Interface - Employee Count Perpetual	165	
License		2,131.10
Software Update License & Support		177.26
PeopleSoft Enterprise ePerformance - Employee Count Perpetual	165	
License		1,449.15
Software Update License & Support		120.54
PeopleSoft Enterprise HRMS Portal Pack - Employee Count Perpetual	165	
License		366.55
Software Update License & Support		30.49
PeopleSoft Enterprise Absence Management - Employee Count Perpetual	165	
License		0.00
Software Update License & Support		0.00
PeopleSoft Enterprise Enterprise Learning Management - Employee Count Perpetual	165	
License		2,898.29
Software Update License & Support		241.07
PeopleSoft Enterprise Workforce Scorecard - Employee Count Perpetual	165	
License		366.55
Software Update License & Support		30.49

PeopleSoft Enterprise Workforce Rewards - Employee Count Perpetual	165	
License		2,557.32
Software Update License & Support		212.71
PeopleSoft Enterprise Workforce Planning - Employee Count Perpetual	165	
License		2,557.32
Software Update License & Support		212.71
PeopleSoft Enterprise HCM Warehouse - Employee Count Perpetual	165	
License		4,262.19
Software Update License & Support		354.52
PeopleSoft Enterprise Scorecard – Employee Perpetual	165	
License		1,091.12
Software Update License & Support		90.76
PeopleSoft Enterprise HelpDesk for Human Resources - Employee Count Perpetual	165	
License		3,614.34
Software Update License & Support		300.63
PeopleSoft Enterprise Enterprise Portal – Employee Count Perpetual	165	
License		2,531.74
Software Update License & Support		210.59
		44,301.98

	Net Fee
Oracle Programs License Fees	40,900.00
Oracle Programs Support Fees	3,401.98
Net Fee	44,301.98
Total Fees	44,301.98

B. General Terms

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.

2. Fees, Invoicing, and Payment Obligation

a. All fees due under this ordering document shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

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

c. License and services fees are invoiced as of the commencement date. Service fees are invoiced in advance of the service performance; specifically, technical support fees are invoiced annually in advance.

d. In addition to the fees listed in section A, Oracle will invoice you for any applicable shipping charges or applicable taxes.

3. Delivery and Installation

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

b. Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the programs listed in section A. Through the Internet URL, you can access and electronically download to your location the current production release as of the effective date below of the software and related 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 obligation under this ordering document, electronic download or otherwise.

4. Source Code

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

5. Order of Precedence

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

6. Segmentation

The program licenses provided in this ordering document are offered separately from any other proposal for consulting services you may receive or have received from Oracle and do not require you to purchase Oracle consulting services.

7. Territory

The program licenses and services described in section A are for use in the U.S.

C. Future Purchases

1. Additional Copies of Programs

Provided that you have continuously maintained technical support for the programs listed in section A, you may order media packs at the standard media fee in effect at the time your order is placed provided the programs listed in section A for use on the computer/operating system combination requested by you are available in a production release.

D. Technical Support

1. Technical Support Policies

For purposes of the ordering document, technical support consists of technical support services, from May 15th 2009 to Sept 30th 2009, you may have ordered for the programs. If ordered, technical support from May 15th 2009 to September 30th 2009 is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

2. Effective Date

Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

3. Renewal

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first and second renewal years the fee for SULS, will not increase by more than 5% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 5% over the prior year's fees.

4. Support Level

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

E. Other

1. Pricing Pursuant to Expansion

The program licenses in section A with the license type(s) Employee Count are ordered and subject to the applicable fees and terms of the ordering document between you and Oracle dated 11-APR-2006. As of the effective date of this ordering document, your actual Employee Count is greater than or equal to 1650. The Summary lists the program licenses acquired prior to the effective date, program licenses acquired under this ordering document and the total number of program licenses acquired to date.

Summary

Program	License Type	Acquired Licenses Prior to Effective Date	Number of Program Licenses Acquired under Section A	Total Number of Program Licenses Acquired as of the Effective Date (Under This Ordering Document)
Those programs specified in Section A of this ordering document, of the License Type(s) specified in the License Type column	Employee Count	1650	165	1815

By signing below, the parties agree that the agreement and this ordering document constitute the entire agreement between the parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions, on the customer's purchase order or elsewhere, shall apply. The offer is valid through 15-MAY-2009 and shall become binding upon execution by you and acceptance by Oracle.

COLLIN COUNTY

Signature _____
Name _____
Title _____
Signature Date _____
Effective Date _____
(To be completed by Oracle)

ORACLE USA, INC.

Signature _____
Name _____
Title _____
Signature Date _____