

To request translation or disability-related accommodations, please contact us at **bcc@clackamas.us | 503-655-8581**.

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Чтобы запросить перевод или приспособления, связанные с инвалидностью, пожалуйста, свяжитесь с нами по: **bcc@clackamas.us | 503-655-8581**.

Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **bcc@clackamas.us | 503-655-8581**.

如需翻译服务或残障相关的协助，请与我们联系：**bcc@clackamas.us | 503-655-8581**。

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **bcc@clackamas.us | 503-655-8581**.



Clackamas County
www.clackamas.us



Linu Parappilly

Director of Technology Services

09/17/2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of a Board Order authorizing a PO to Oracle America Inc. to renew the Technical Support Contract for PeopleSoft Finance and HR Systems. Total Contract Value is \$769,201.92 for a 1-year term. Funding is through departmental allocations, which may include a small portion of budgeted County General Funds.

Previous Board Action/Review: Approved 10/02/2025, BCC Agenda Item 20251002 IX.D.2.

Performance Clackamas: Building a strong infrastructure. Build public trust through good government

Counsel Review: A. Keller

Procurement Review: T. Candelario

Contact Person: Andrea Morrill

Contact Phone: 503-722-6675

EXECUTIVE SUMMARY: The purpose of this request is to approve the renewal of the Technical Service Contract 18891081 which supports the Finance and HR modules of PeopleSoft. These support services ensure that our staff have the resources they need to keep PeopleSoft systems operational. This is a 1-year renewal, with support dates covering from 09/30/2026 - 09/29/2027. Technical Support Services are governed by the terms and conditions of the original Oracle PeopleSoft agreement, US-PSFT-SLSA-12904429-30-SEP-1998. Approval of the board order will delegate authority to County Finance – Procurement to issue a purchase order in the amount of \$769,201.92 to be paid quarterly in arrears, for continuation of current technical support services.

RECOMMENDATION: Staff respectfully recommends the Board of County Commissioners approve the Board Order authorizing a Purchase Order to Oracle America Inc. for continuation of PeopleSoft technical support services.

Respectfully submitted,

A handwritten signature in black ink, reading "Linu Parappilly".

Linu Parappilly
Director of Technology Services

For Filing Use Only

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving
Issuance of Purchase Order for
PeopleSoft Licenses and
Delegating Signature Authority



Board Order No. _____

Page 1 of 2

Whereas, the Clackamas County Board of County Commissioners (the “Board”) has authority to sign all contracts and any amendments or renewals of the same;

Whereas, Clackamas County Department of Finance has used PeopleSoft USA, Inc. Enterprise Resource Planning and Human Resources Information Management software since 1998;

Whereas, the Clackamas County Department of Finance requires software licenses and maintenance services from Oracle America, Inc. to continue to use the aforementioned software, further described in the Ordering Document attached and incorporated herein as Exhibit A (“Ordering Document”);

Whereas, Oracle America, Inc utilizes an electronic invoicing system that requires a Purchase Order (“PO”);

Whereas, the Clackamas County Department of Finance requests authority to purchase the licenses and maintenance services by the issuance of a PO; and

Whereas, a PO is issued directly through the Department of Finance’s management software with no signature required or available;

NOW, THEREFORE, the Clackamas County Board of County Commissioners orders as follows:

1. The requested purchase of the licenses and maintenance services as described in the Ordering Document in the amount of \$769,201.92 is hereby approved;
2. The Director of the Clackamas County Department of Finance is hereby delegated limited authority to execute the Ordering Document; and
3. The Clackamas County Department of Finance is hereby delegated limited authority to issue a PO to purchase the aforementioned licenses and maintenance services.

Signatures Page Follows

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving
Issuance of Purchase Order for
PeopleSoft Licenses and
Delegating Signature Authority



Board Order No. _____
Page 2 of 2

DATED this ____ day of _____, 2026

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



18-Aug-26

Dear Casi Potter

Your technical support services are due for renewal.

Support Service Number: 18891081

Support Start Date: 30-Sep-26

Customer Reference: CLCK-0000031431

Amount Due: USD 769,201.92 (excluding applicable tax)

To avoid any interruption in these services, please complete your renewal by 31-Aug-26.

Oracle would like to thank you for your continued business.

Have a question about your renewal? Email Oracle at brenda.mailloux@oracle.com, [Chat on My Support Renewals](#), or [find answers and get help](#).



Technical Support Services Renewal Order

General Information

Customer: Clackamas County

Support Service Number: 18891081

Customer Reference: CLCK-0000031431

Offer Expires: 29-Sep-26

Oracle: Oracle America, Inc.

Oracle Contact Information:

Brenda Mailloux

Email: brenda.mailloux@oracle.com

[Chat on My Support Renewals](#)

[Click to find answers and get help](#)

Online Renewals can be viewed and accepted on [My Support Renewals](#)

Customer Quote To

Casi Potter

Clackamas County

2051 Kaen Rd

Oregon City

OR 97045

United States

503 722.6651

cpotter@clackamas.us

Customer Bill To

Casi Potter

Clackamas County

2051 Kaen Rd

Oregon City

OR 97045

United States of America

1-503-722.6651

cpotter@clackamas.us

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.

Service Details

Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Rocket Software Visual COBOL for Windows for PeopleSoft	15316109	1		FULL USE	30-Sep-26	29-Sep-27	12,305.52

Program Technical Support Fees: USD 12,305.52

Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Accounts Payable For The Public Sector - Nonstandard User	14487131	56400000		FULL USE	30-Sep-26	29-Sep-27	2,781.56
PeopleSoft Enterprise Accts Receivable For The Public Sector - Nonstandard User	14487131	56400000		FULL USE	30-Sep-26	29-Sep-27	3,574.86
PeopleSoft Enterprise Asset Management For Public Sector - Nonstandard User	14487131	56400000		FULL USE	30-Sep-26	29-Sep-27	2,383.25
PeopleSoft Enterprise Billing For Public Sector - Nonstandard User	14487131	56400000		FULL USE	30-Sep-26	29-Sep-27	2,781.56
PeopleSoft Enterprise General Ledger For The Public Sector - Nonstandard User	14487131	56400000		FULL USE	30-Sep-26	29-Sep-27	3,969.87
PeopleSoft Enterprise Inventory For Public Sector - Nonstandard User	14487131	56400000		FULL USE	30-Sep-26	29-Sep-27	4,368.18
PeopleSoft Enterprise Project Costing For Public Sector - Nonstandard User	14487131	56400000		FULL USE	30-Sep-26	29-Sep-27	3,969.87
PeopleSoft Enterprise Purchasing For Public Sector - Nonstandard User	14487131	56400000		FULL USE	30-Sep-26	29-Sep-27	4,368.18

Program Technical Support Fees: USD 28,197.33

Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Accounts Payable For The Public Sector - Reported Revenues Perpetual	93999879	141000000	REPORTED REVENUES	FULL USE	30-Sep-26	29-Sep-27	5,211.26
PeopleSoft Enterprise Accts Receivable For The Public Sector - Reported Revenues Perpetual	93999879	141000000	REPORTED REVENUES	FULL USE	30-Sep-26	29-Sep-27	6,697.56
PeopleSoft Enterprise Asset Management For Public Sector - Reported Revenues Perpetual	93999879	141000000	REPORTED REVENUES	FULL USE	30-Sep-26	29-Sep-27	4,465.02

Program Technical Support Services**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Billing For Public Sector - Reported Revenues Perpetual	93999879	14100000	REPORTED REVENUES	FULL USE	30-Sep-26	29-Sep-27	5,211.27
PeopleSoft Enterprise General Ledger For The Public Sector - Reported Revenues Perpetual	93999879	14100000	REPORTED REVENUES	FULL USE	30-Sep-26	29-Sep-27	7,437.58
PeopleSoft Enterprise Inventory For Public Sector - Reported Revenues Perpetual	93999879	14100000	REPORTED REVENUES	FULL USE	30-Sep-26	29-Sep-27	8,183.82
PeopleSoft Enterprise Project Costing For Public Sector - Reported Revenues Perpetual	93999879	14100000	REPORTED REVENUES	FULL USE	30-Sep-26	29-Sep-27	7,437.58
PeopleSoft Enterprise Purchasing For Public Sector - Reported Revenues Perpetual	93999879	14100000	REPORTED REVENUES	FULL USE	30-Sep-26	29-Sep-27	8,183.82

Program Technical Support Fees: USD 52,827.91**Program Technical Support Services****Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Inventory For Public Sector - Nonstandard User	14487131	31020000		FULL USE	30-Sep-26	29-Sep-27	24,021.81
PeopleSoft Enterprise Project Costing For Public Sector - Nonstandard User	14487131	31020000		FULL USE	30-Sep-26	29-Sep-27	21,831.38
PeopleSoft Enterprise Purchasing For Public Sector - Nonstandard User	14487131	31020000		FULL USE	30-Sep-26	29-Sep-27	24,021.81

Program Technical Support Fees: USD 69,875.00**Program Technical Support Services****Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Accounts Payable For The Public Sector - Nonstandard User	14487131	31020000		FULL USE	30-Sep-26	29-Sep-27	15,296.53
PeopleSoft Enterprise Accts Receivable For The Public Sector - Nonstandard User	14487131	31020000		FULL USE	30-Sep-26	29-Sep-27	19,659.21
PeopleSoft Enterprise Asset Management For Public Sector - Nonstandard User	14487131	31020000		FULL USE	30-Sep-26	29-Sep-27	13,106.15
PeopleSoft Enterprise Billing For Public Sector - Nonstandard User	14487131	31020000		FULL USE	30-Sep-26	29-Sep-27	15,296.56
PeopleSoft Enterprise General Ledger For The Public Sector - Nonstandard User	14487131	31020000		FULL USE	30-Sep-26	29-Sep-27	21,831.38

Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
PeopleSoft Enterprise Ebenefits - Employee Count Perpetual	14474134	2000	VALUE		30-Sep-26	29-Sep-27	6,801.62
PeopleSoft Enterprise Ecompensation - Employee Count Perpetual	14474134	2000	VALUE		30-Sep-26	29-Sep-27	6,801.71
PeopleSoft Enterprise Edevelopment - Employee Count Perpetual	14474134	2000	VALUE		30-Sep-26	29-Sep-27	6,801.62
PeopleSoft Enterprise ePay - Employee Count Perpetual	14474134	2000	VALUE		30-Sep-26	29-Sep-27	6,801.62
PeopleSoft Enterprise Eprofile - Employee Count Perpetual	14474134	2000	VALUE		30-Sep-26	29-Sep-27	6,801.62
PeopleSoft Enterprise Erecruit - Employee Count Perpetual	14474134	2000	VALUE		30-Sep-26	29-Sep-27	10,202.46
PeopleSoft Enterprise Accounts Payable For The Public Sector - Reported Revenues Perpetual	14487131	282000000	VALUE		30-Sep-26	29-Sep-27	26,885.71
PeopleSoft Enterprise Accts Receivable For The Public Sector - Reported Revenues Perpetual	14487131	282000000	VALUE		30-Sep-26	29-Sep-27	34,553.57
PeopleSoft Enterprise Asset Management For Public Sector - Reported Revenues Perpetual	14487131	282000000	VALUE		30-Sep-26	29-Sep-27	23,035.73
PeopleSoft Enterprise Benefits Admin. For Public Sector - Employee Count Perpetual	14487131	2000	VALUE		30-Sep-26	29-Sep-27	47,611.43
PeopleSoft Enterprise Billing For Public Sector - Reported Revenues Perpetual	14487131	282000000	VALUE		30-Sep-26	29-Sep-27	26,885.71
PeopleSoft Enterprise General Ledger For The Public Sector - Reported Revenues Perpetual	14487131	282000000	VALUE		30-Sep-26	29-Sep-27	38,371.49
PeopleSoft Enterprise Human Resources For Public Sector - Employee Count Perpetual	14487131	2000	VALUE		30-Sep-26	29-Sep-27	54,413.08
PeopleSoft Enterprise Inventory For Public Sector - Reported Revenues Perpetual	14487131	282000000	VALUE		30-Sep-26	29-Sep-27	42,221.48
PeopleSoft Enterprise Payroll For Public Sector - Employee Count Perpetual	14487131	2000	VALUE		30-Sep-26	29-Sep-27	54,413.08
PeopleSoft Enterprise Project Costing For Public Sector - Reported Revenues Perpetual	14487131	282000000	VALUE		30-Sep-26	29-Sep-27	38,371.49
PeopleSoft Enterprise Purchasing For Public Sector - Reported Revenues Perpetual	14487131	282000000	VALUE		30-Sep-26	29-Sep-27	42,221.48
PeopleSoft Enterprise Time And Labor For Public Sector - Employee Count Perpetual	14487131	2000	VALUE		30-Sep-26	29-Sep-27	47,611.43

Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Powerplay	14487131	5	VALUE		30-Sep-26	29-Sep-27	0.00

Program Technical Support Fees: USD 520,806.33

Total Price: USD 769,201.92

Excluding applicable tax

Notes

If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").

If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

Technical Support Services Terms

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, Clackamas County represents that Customer has authorized Clackamas County to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. Clackamas County agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. Clackamas County agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of Clackamas County to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services..

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-PS-TSSA-FEC-80173842 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

Renewal Processing Details

Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If Clackamas County is a tax exempt organization and is not an U.S. federal government entity, a copy of Clackamas County's tax exemption certificate must be submitted with Clackamas County's purchase order, credit card, or other acceptable form of payment.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If Clackamas County is a tax exempt organization, a copy of Clackamas County's tax exemption certificate must be submitted with Clackamas County's purchase order, check, credit card or other acceptable form of payment.

Payment Details

Purchase Order

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 18891081
- Total Price: USD 769,201.92 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, Clackamas County agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

Credit Card

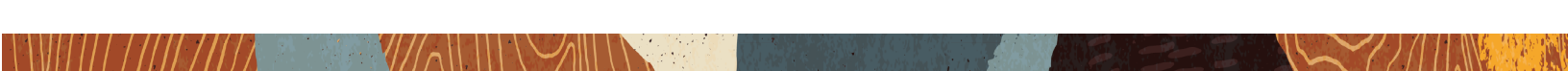
If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

PayPal

If You wish to use PayPal to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process PayPal transactions of USD \$100,000 or greater or transactions that are not in USD.

eCheck

If You wish to use eCheck to pay for the renewal of the technical support services on this renewal order, please



contact Oracle per the General Information section above. Please note that Oracle is unable to process eCheck transactions that are not in USD.

Check

If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: 18891081
- Total Price: USD 769,201.92 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, Clackamas County agrees that only the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the check shall apply.

Checks for technical support services ordered under this renewal order should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 884471
Los Angeles, CA 90088-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

Payment Confirmation

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

___ Clackamas County does not issue purchase orders.

___ Clackamas County does not require a purchase order for the services ordered hereto.

Clackamas County certifies that the information provided above is accurate and complies with Clackamas County's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, Clackamas County agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.

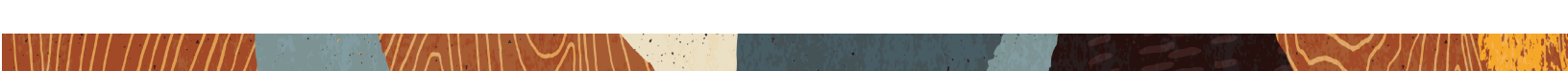
The signature below affirms Clackamas County's commitment to pay for the services ordered in accordance with the terms of this renewal order.

Clackamas County

Authorized Signature

Name

Title



Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.



W1-98-813-00-A

Clackamas County

Customer ID: 4514

Amount:

Date:



BCA

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement ("Agreement") is made as of SEP. 30, 1998 ("Effective Date") by and between PeopleSoft USA, Inc. ("PeopleSoft"), a California corporation having an office at 4305 Hacienda Drive, P.O. Box 9085, Pleasanton, California 94588 and Clackamas County ("Licensee").

TERMS AND CONDITIONS

1. LICENSE

1.1 PeopleSoft grants Licensee a perpetual, non-exclusive, non-transferable license to use the licensed Software, solely for Licensee's internal data processing operations on one or more servers at its facilities in the Territory for the size of the entity specified in the Schedule(s). Licensee shall use any third party software products or modules provided by PeopleSoft solely with PeopleSoft Software.

1.2 Licensee may:

- a. in the event that a Server at its facility is inoperable, use the Software temporarily on a back-up Server, which may be at a third-party site provided that the back-up Server is under the sole control of Licensee and the Software installed on the back-up Server is used only in accordance with this Agreement;
- b. make a reasonable number of copies of the Software, solely for: (i) use in accordance with the terms set forth herein in the Territory for the size of the entity specified in the applicable Schedule; (ii) archive or emergency back-up purposes; (iii) disaster recovery testing purposes; and/or (iv) test and development purposes; and
- c. modify or merge the Software with other software, provided, however, that any modifications, however extensive, shall not diminish PeopleSoft's title or interest in the Software.

1.3 PeopleSoft shall provide Licensee with the number of copies of the Software and Documentation only as specified in the applicable Schedule and workstation access as specified in the applicable Schedule. Licensee may make a reasonable number of copies of Documentation and the Software which shall be limited to Production and test and development use solely for Licensee's internal data processing operations provided all copyright and proprietary notices are reproduced.

2. LICENSE EXCLUSIONS

2.1 Except as expressly authorized herein, Licensee shall not:

- a. Copy the Software;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software;
- c. Distribute, disclose, market, rent, lease or transfer to any third party any portion of the Software (including PeopleTools) or the Documentation, or use the Software or

Documentation in any service bureau arrangement, facility management, or third party training;

- d. Disclose the results of Software performance benchmarks to any third party without PeopleSoft's prior written consent;
- e. Transfer the Software to a different software database platform without the prior written consent of PeopleSoft (such consent shall not be unreasonably withheld) and payment of any additional fees that may be due;
- f. Transfer to or use the Software outside the Territory without providing prior written notice to PeopleSoft; and without paying additional fees that may be due;
- g. Export the Software in violation of U.S. Department of Commerce export administration regulations;
- h. Use PeopleTools or third party software provided by PeopleSoft, except solely in conjunction with the licensed PeopleSoft applications.

2.2 No license, right, or interest in any PeopleSoft trademark, trade name, or service mark is granted hereunder.

3. FEES AND PAYMENT TERMS

3.1 Licensee shall pay PeopleSoft the fees as specified in each applicable Schedule.

3.2 Unless Licensee provides PeopleSoft with a valid tax exemption or direct pay certificate, Licensee is responsible for all taxes, duties and customs fees concerning the Software and/or services, excluding taxes based on PeopleSoft's income. Overdue payments shall bear interest at the lesser of twelve percent (12%) per annum or the maximum rate allowed under applicable law.

3.3 The license fee for the Software is based upon Licensee's representations concerning pricing metrics of operation, as set forth in the Schedule(s). PeopleSoft reserves the right to assess additional license fees if the pricing metrics of operation are enlarged beyond the scope which formed the basis for the license fees.

3.4 On an annual basis PeopleSoft shall provide Licensee with a statement listing the applicable pricing metrics for which the Software is licensed. Licensee shall provide PeopleSoft with a signed certification of such statement either (a) confirming that the Software is being used in conformance with the applicable License; or (b) providing PeopleSoft with corrected figures. If Licensee provides PeopleSoft with corrected figures, PeopleSoft shall invoice Licensee for the



applicable fees for any increase beyond the applicable pricing metrics licensed. Should Licensee fail to pay the applicable fees for any increase, such failure shall be a breach of this Agreement.

3.5 PeopleSoft reserves the right to audit Licensee's use of the Software no more than once annually at PeopleSoft's expense. All audits shall be conducted during regular business hours at Licensee's site and shall not unreasonably interfere with Licensee's business activities. PeopleSoft shall schedule any audits at least fifteen (15) days in advance.

4. TITLE AND PROTECTION

4.1. PeopleSoft (or its third-party providers) retains title to all portions of the Software and any copies thereof. PeopleSoft retains title to all modifications created by Licensee as a derivative work, but Licensee shall have a perpetual, royalty free license to use such modifications in conjunction with the Software in accordance with this Agreement. Licensee may share modifications with other PeopleSoft customers only through PeopleSoft Customer Connection, subject to PeopleSoft's right to modify and monitor modifications distributed through PeopleSoft Customer Connection. Except as stated above, Licensee shall have no rights to market or distribute modifications. PeopleSoft shall have no obligation to support Licensee created modifications or third party modifications. Licensee is not obligated to disclose modifications to PeopleSoft.

4.2 Title to the physical media for the Software vests in Licensee upon delivery. PeopleSoft represents that the Software contains valuable proprietary information. Licensee shall not disclose the Software to anyone other than those of its employees or consultants under nondisclosure obligation who have a need to access the Software for purposes consistent with this Agreement. This section shall not prohibit Licensee from giving third parties access to the Software through the Internet or other means, such as a kiosk, if such access: (i) does not include installation of any part of the Software upon the third party's computer; (ii) does not give the third party any ability to copy the Software; and (iii) does not give the third party any access to the Software's source code. Each full or partial copy of the Software made by Licensee shall have all copyright and proprietary information notices as affixed to the original.

4.3 The Software was developed at private expense, is commercial, and is published and copyrighted. 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 transferred to Licensee with rights no greater than those set forth at Federal Acquisition Regulation 52.227-19(c) [or DFAR 227.7202-3 if the transfer is to a defense-related agency] or subsequent citation.

5. PATENT AND COPYRIGHT INDEMNITY

PeopleSoft shall indemnify and defend Licensee against any claims that the Software infringes any United States or Canadian patent or copyright, provided that PeopleSoft is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the defense or settlement of the claim, PeopleSoft shall, in its reasonable judgment and at its option and expense: (i) obtain for Licensee the right to continue using the Software; (ii) replace or modify the Software so that it becomes noninfringing while giving equivalent performance; or (iii) if PeopleSoft cannot obtain the remedies in (i) or (ii), as its sole obligation, terminate the license for the infringing Software, and upon receipt of the infringing Software, return only the license fees paid by Licensee for such Software, prorated over a five year term from the applicable Schedule Effective Date. PeopleSoft shall have no liability to indemnify or defend Licensee to the extent the alleged infringement is based on: (i) a modification of the Software by anyone other than PeopleSoft; (ii) use of the Software other than in accordance with the Documentation; or (iii) use of the Software outside the Territory where such claim is brought under the law of such country or countries.

6. DEFAULT AND TERMINATION

6.1 An event of default is: (i) a failure by either party to comply with any material obligation under this Agreement; and (ii) such non-compliance remains uncured for more than thirty (30) days after receipt of written notice thereof.

6.2 If an event of default occurs, the nondefaulting party, in addition to any other rights available to it under law or equity, may terminate this Agreement and all licenses granted hereunder by giving written notice to the defaulting party. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

6.3 Within fifteen (15) days after termination of this Agreement, Licensee shall certify in writing to PeopleSoft that all copies of the Software in any form, including partial copies within modified versions, have been destroyed or returned to PeopleSoft.

7. LIMITED WARRANTY

PeopleSoft warrants that it has title to the Software and/or the authority to grant licenses to use the third party software. PeopleSoft warrants that the Software will perform substantially in accordance with the Documentation for a period of one (1) year from the date of initial installation and that the Software media is free from material defects. PeopleSoft does not warrant that the Software is error-free. PeopleSoft's sole obligation is limited to repair or replacement of the defective Software in a timely manner, provided Licensee notifies PeopleSoft of the deficiency within the one-year period and provided Licensee has installed all Software updates provided pursuant to PeopleSoft's Software Support Services. PEOPLESOFT DISCLAIMS ALL OTHER



WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY

EXCEPT FOR VIOLATIONS OF PEOPLESOFT'S INTELLECTUAL OR PROPRIETARY RIGHTS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING DAMAGES INCURRED BY LICENSEE UNDER THE ARTICLE ENTITLED, "PATENT AND COPYRIGHT INDEMNITY," PEOPLESOFT'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY LICENSEE TO PEOPLESOFT FOR THE SOFTWARE MODULE OR THE SERVICES FROM WHICH THE CLAIM AROSE. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY RISK SET FORTH IN THIS SECTION.

9. SOFTWARE SUPPORT SERVICES TERMS AND CONDITIONS

For a period of one year commencing on the Schedule Effective Date, PeopleSoft shall provide Licensee with one (1) year of Software Support Services for a single production instance at a single Site designated in the applicable Schedule as described in PeopleSoft's standard Software Support Services Terms and Conditions. After the first year, Licensee may elect to acquire Software Support Services pursuant to the then-current terms and conditions by paying PeopleSoft the fees stated in the applicable Schedule. Unless Licensee elects to purchase Software Support Services for more than one Site, Licensee shall support all copies of the Software licensed under this Agreement through one central point of support staffed by Licensee's employees. Licensee may purchase Support Services for Additional Sites or Servers in accordance with PeopleSoft's then-current fee.

10. INSTALLATIONS

Upon Licensee's request and upon a mutually agreeable schedule, PeopleSoft shall provide Licensee with installation support i) for the installation of one (1) copy of the licensed Software; ii) on a single database server, single file server, single application server, and single web server; iii) at one (1) Site; and iv) at no additional charge, for a maximum of installation support equal to the number of installation hours set forth in the applicable Schedule. All installation support shall be provided in accordance with PeopleSoft's Software Installation standard terms and conditions posted at

http://www.peoplesoft.com/products_and_services/services/installa.htm and must be expended within six (6) months of the Schedule Effective Date. Any additional installation support requested by Licensee shall be provided to Licensee at the then-current PeopleSoft Professional Services hourly rate. Licensee shall reimburse PeopleSoft for all reasonable travel and living expenses associated with any Installation Event.

11. TRAINING

PeopleSoft shall provide Licensee with the number of training units set forth in the Schedule for use at a PeopleSoft training facility. Licensee may use training units for training at Licensee's site only as the parties mutually agree in writing. Licensee must use these training units within one (1) year from the Schedule Effective Date.

12. NOTICES

All notices shall be in writing and sent by registered mail, overnight mail, courier, or transmitted by facsimile (if confirmed by such mailing), 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. Notices to PeopleSoft shall be sent to the attention of PeopleSoft Legal with a copy to Licensee's assigned PeopleSoft account manager.

13. ASSIGNMENT

Licensee may not assign this Agreement (by operation of law or otherwise) or sublicense the Software without the prior written consent of PeopleSoft, and any prohibited assignment or sublicense shall be null and void.

14. NONDISCLOSURE OBLIGATION

14.1 The terms, conditions, pricing and any other information clearly marked "confidential" under this Agreement are confidential and shall not be disclosed, orally or in writing by Licensee to any third party without the prior written consent of PeopleSoft. If Licensee is a governmental entity subject to disclosure obligations under the United States Freedom of Information act or similar statute or regulation, Licensee agrees that the terms, conditions, and pricing under this Agreement will be disclosed only pursuant to requests made in accordance with the relevant statute or regulation, and that any other information clearly marked "confidential" under this Agreement shall be treated as information identified by PeopleSoft as confidential, trade secret, commercially sensitive information, and will not be disclosed without affording PeopleSoft a full opportunity to establish that such information is exempt from the disclosure obligation.

14.2 Licensee shall protect the Software with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee information that it does not wish disclosed to the



public. Licensee may provide access to and use of the Software only to those third parties that: (i) provide services to Licensee concerning Licensee's use of the Software; (ii) have a need to use and access the Software; and (iii) have agreed to substantially similar non-disclosure obligations imposed by Licensee as those contained herein. This Agreement imposes no obligation upon Licensee with respect to PeopleSoft's confidential information which Licensee can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by Licensee without an obligation to maintain its confidentiality prior to receipt from PeopleSoft; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Licensee in good faith from a third party having the right to disclose it without an obligation on confidentiality; or (d) is independently developed by Licensee without the participation of individuals who have had access to PeopleSoft's confidential information. Licensee may disclose confidential information if so required by law, provided that Licensee notifies PeopleSoft of such requirement prior to disclosure, and provided further that PeopleSoft may (i) require Licensee to request the appropriate court or governmental body to seal the record that shall contain such confidential information; and/or (ii) assume responsibility for responding to and defending such requests for disclosure of the confidential information.

15. GENERAL

This Agreement is made in and shall be governed by the laws of the State of California, without regard to its choice of law principles. Venue shall be in San Francisco, California. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or any Schedule shall add to or vary the terms of this Agreement. All such proposed variations or additions (whether submitted by PeopleSoft or Licensee) are objected to and deemed material unless agreed to in writing. Except for Licensee's obligation to pay PeopleSoft, neither party shall be liable for any failure to perform due to causes beyond its reasonable control. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future. Except for actions for non-payment or breach of PeopleSoft's proprietary rights in the Software, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

This Agreement and the Schedule(s) constitute the entire agreement between the parties concerning Licensee's acquisition and use of the Software. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the parties. This Agreement may be executed in counterparts, which taken together shall be considered an original.

The provisions of Sections 3, 4, 5, 8, 14, and 15 shall survive termination of this Agreement.

16. DEFINITIONS

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

"PeopleTools" means the underlying architecture from which the Software is designed, and includes software application programming tools and code.

"Schedule(s)" means the independent Software product schedule(s) executed by the parties and Support Services schedule(s) referencing this Agreement. Each Schedule is a separate and independent contractual obligation from any other Schedule. Agreement Effective Date and Schedule Effective Date(s) may differ.

"Server" means a single database or file server that may be accessed by a network of personal computers as set forth in the applicable Schedule.

"Site" means a specific, physical location of Licensee's Server as set forth in the applicable Schedule that shall be the one location to which Software Support Services are provided, if at all.

"Software" means all or any portion of the then commercially available global version(s) of the binary computer software programs and enhancements thereto, (including corresponding source code), and Documentation delivered by PeopleSoft to Licensee, as listed in the applicable Schedule. Software includes the third-party software delivered by PeopleSoft as specified in the Schedule(s), subject to usage limitations that may appear in the applicable Schedule(s). Software does not include source code to PeopleTools, PepperTools, or certain third party software delivered by PeopleSoft. Unless specifically stated otherwise, all Software is delivered to Licensee only if and when generally commercially available.

"Territory" means the territory as specified on the applicable Schedule in which Licensee may use the Software.



The authorized representatives of the parties have signed this Software License and Services Agreement.

CLACKAMAS COUNTY**PEOPLESOFT USA, INC.**By: Marc S. GonzalezBy: Michael L. EberhardtName: MARC S. GONZALEZName: MICHAEL L. EBERHARDTTitle: FINANCE DIRECTORTitle: REGIONAL VICE PRESIDENT
PUBLIC SECTOR



BCA

Addendum No. 1 to Software License and Services Agreement

This Addendum No. 1 is made as of September 30, 1998, to the Software License and Services Agreement by and between PeopleSoft USA, Inc. ("PeopleSoft") and Clackamas County ("Licensee").

Wherefore, in consideration of the mutual promises contained herein, the Software License and Services Agreement ("Agreement") by and between PeopleSoft and Licensee made as of September 30, 1998 is modified as follows:

1. Paragraph 1.1 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

1.1 PeopleSoft grants Licensee, including Licensee's Affiliates and Subsidiaries, a perpetual, non-exclusive, non-transferable license to use the licensed Software, solely for Licensee's internal data processing operations at its facilities in the Territory for the size of the entity specified in the Schedule(s). Licensee shall use any third party software products or modules provided by PeopleSoft solely with PeopleSoft Software.

2. Section 7 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

7. LIMITED WARRANTY

PeopleSoft warrants that it has title to the Software and/or the authority to grant licenses to use the third party software. PeopleSoft warrants that the Software will perform substantially in accordance with the Documentation and in accordance with features and functionality described as currently available in the portions of PeopleSoft's proposal to Licensee attached hereto as Attachment A for a period of one (1) year from the date of initial installation and that the Software media is free from material defects. PeopleSoft warrants for a period beginning with Schedule Effective Date and ending on January 31, 2001 that, provided that Licensee continuously receives Software Support Services through January 31, 2001 and is utilizing a then-supported release of the Software, each Software application shall operate in accordance with the Documentation with respect to date calculations before, during, and after the Year 2000 in that it will correctly address and operate accurately: (1) the change of the century in a standard compliant manner, including both the Year 2000 and beyond; (2) the existence and absence of leap years; and (3) date related operations. Compliance means that the Software operates and correctly processes in a manner that: (i) calculations using dates execute utilizing a four digit year; (ii) the Software functionality, including but not limited to, entry, inquiry, maintenance and update (whether on-line, batch or otherwise) supports four digit year processing; (iii)



BCA

successful transition to the Year 2000 using the correct system date occurs without human intervention; (iv) after the transition to the Year 2000, processing with a four digit year shall occur without human intervention; (v) all leap years shall be calculated correctly; and (vi) correct results shall be produced in forward and backward date calculation spanning century boundaries (there are no years stored as two digits). PeopleSoft does not warrant that the Software is error-free. PeopleSoft's sole obligation is limited to repair or replacement of the defective Software in a timely manner, provided Licensee notifies PeopleSoft of the deficiency within the one-year period and provided Licensee has installed all Software updates provided pursuant to PeopleSoft's Software Support Services. PEOPLESOFT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Section 11 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

11. TRAINING

PeopleSoft shall provide Licensee with the number of training units set forth in the Schedule(s) for use at a PeopleSoft Training Facility. Licensee may use training units for training at Licensee's site only as the parties mutually agree in writing. Licensee must use these training units within two (2) years from the Schedule Effective Date. If Licensee purchases additional training units, such additional training units must be used within one (1) year of date of purchase.

4. Paragraph 14.1 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

14.1 The terms, conditions, pricing and any other information clearly marked "confidential" under this Agreement are confidential and shall not be disclosed, orally or in writing by Licensee to any third party without the prior written consent of PeopleSoft. If Licensee is a governmental entity subject to disclosure obligations under the United States Freedom of Information act or similar statute or regulation, including Oregon Revised Statutes sections 192.410 through 192.505. Licensee agrees that the terms, conditions, and pricing under this Agreement will be disclosed only pursuant to requests made in accordance with the relevant statute or regulation, including Oregon Revised Statutes sections 192.410 through 192.505, and that any other information clearly marked "confidential" under this Agreement shall be treated as information identified by PeopleSoft as confidential, trade secret, commercially sensitive information, and will not be disclosed without affording PeopleSoft a full opportunity to establish that such information is exempt from the disclosure obligation.



5. Section 15 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

15. GENERAL

This Agreement is made in and shall be governed by the laws of the State of Oregon, without regard to its choice of law principles. Venue shall be in the state and federal courts for Clackamas County, Oregon. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or any Schedule shall add to or vary the terms of this Agreement. All such proposed variations or additions (whether submitted by PeopleSoft or Licensee) are objected to and deemed material unless agreed to in writing. Except for Licensee's obligation to pay PeopleSoft, neither party shall be liable for any failure to perform due to causes beyond its reasonable control. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

This Agreement, the Addendum, the Schedule(s), the portions of PeopleSoft's proposal attached hereto as Attachment A, and Attachment B constitute the entire agreement between the parties concerning Licensee's acquisition and use of the Software. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the parties. This Agreement may be executed in counterparts, which taken together shall be considered an original. This Agreement, the Addendum, the Schedule(s) and Attachments A and B shall be binding on the parties, their heirs, successors, and assigns.

The provisions of Sections 3, 4, 5, 8, 14, and 15 shall survive termination of this Agreement.

6. A new definition is added to Section 16 of the Software License and Services Agreement, as follows:

"Affiliate and Subsidiary" means any entity listed on Attachment B to this Agreement. Licensee warrants that it has the authority to bind Affiliate or Subsidiary to the confidentiality and use restrictions of this Agreement. If Licensee lacks such authority, Licensee agrees that it will enter into a written agreement with its Affiliate or Subsidiary in which Affiliate or Subsidiary accepts confidentiality and use limitations no less restrictive than those set forth herein. No entity shall be added to Attachment B without the written approval of PeopleSoft and Licensee.



7. A new Section 17 is added to the Software License and Services Agreement, as follows:

17. Additional Services

Any purchase of additional services, including but not limited to consulting services, installation services, and training units, shall require written approval of both parties.

8. A new Section 18 is added to the Software License and Services Agreement, as follows:

18. Insurance

18.1 PeopleSoft is the sole proprietor or a partner or is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If PeopleSoft has the assistance of other persons in the performance of this contract, PeopleSoft agrees to qualify as an insured employer under ORS 656.407 as long as PeopleSoft does business in the State of Oregon. PeopleSoft shall maintain workers' compensation insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

18.2 The insurance shall include Licensee as an additional insured and refer to and support PeopleSoft's obligation to hold harmless Licensee, its officers, commissioners and employees, except as noted in this Agreement. Such insurance shall provide thirty (30) days written notice to Licensee in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to Licensee under this insurance. The insurance company will provide written notice to Licensee within thirty (30) days after any reduction in the general aggregate limit. This policy(s) shall be primary insurance as respects to Licensee. Any insurance or self-insurance maintained by Licensee shall be excess and shall not contribute to it. PeopleSoft agrees to provide Licensee proof of insurance on the "Acord Certificate," which specifically states types and amounts of insurance.

18.3 PeopleSoft agrees to furnish Licensee evidence of commercial general liability insurance in the amount of not less than \$500,000 combined single limit per occurrence/\$1,000,000 general annual aggregate for personal injury and property damage for the protection of Licensee, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property. PeopleSoft agrees to provide Licensee proof of insurance on the "Acord Certificate," which specifically states types and amounts of insurance.

18.4 PeopleSoft agrees to furnish Licensee evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single



limit for bodily injury and property damage for the protection of Licensee, its officers, commissioners, and employees against liability for damages because of bodily injury, death or damage to property. PeopleSoft agrees to provide Licensee proof of insurance on the "Acord Certificate," which specifically states types and amounts of insurance.

9. A new Section 19 is added to the Software License and Services Agreement, as follows:

19. Appropriation of Funds

This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Licensee agrees that it will not execute a Schedule unless the funds to pay for the license on that Schedule are appropriated and encumbered for payment of the software license fee. At Licensee's request, the parties will work together to align Licensee's Software Support Services year with its fiscal year, so that Licensee will not have a Software Support Services term which falls into more than one fiscal year. Any provisions herein which would conflict with law are deemed inoperative to that extent.

10. A new Section 20 is added to the Software License and Services Agreement, as follows

20. Miscellaneous

The following terms and conditions are made a part of this agreement:

A. PeopleSoft shall:

- 1) Make payments promptly, as due, to all persons supplying to PeopleSoft labor or materials for the prosecution of the work provided for in this agreement.
- 2) Pay all contributions or amounts due the Industrial Accident Fund from PeopleSoft incurred in the performance of this agreement.
- 3) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished, excluding software and services agreed to in this Agreement.
- 4) Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. If PeopleSoft fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to PeopleSoft or a subcontractor by any person in connection with this agreement as



such claim becomes due, the proper officer representing Licensee may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due PeopleSoft by reason of this agreement.

- C. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the employee shall be paid at least time and one-half pay:
- 1) for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - 2) for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - 3) for all work performed on Saturday and on any legal holiday specified in ORS 297.334.

Employers must give written notice to employees of the days and hours of required work. In the case of contracts for personal services as defined in ORS 279.051, employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime

- D. PeopleSoft shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of PeopleSoft, of all sums which PeopleSoft agrees to pay for such services and all moneys and sums which PeopleSoft collected or deducted from the wages of PeopleSoft's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

11. Section 8 of the Software Support Services Terms and Conditions is deleted in its entirety and replaced as follows:

8. Term and Termination

Unless otherwise expressly set forth in the Agreement, Support Services shall be provided for a period of one (1) year from the Schedule Effective Date, and shall be extended each additional year, upon written approval of both parties, unless otherwise terminated by either party. Each one (1) year term shall commence on the anniversary of the Schedule Effective Date.



Either party may terminate the Support Services provisions at the end of the original term or at the end of any renewal term by giving the other party written notice at least ninety (90) days prior to the end of any term.

In the event Licensee fails to make payment pursuant to the section titled "Fees", or in the event Licensee breaches the Support Services provisions and such breach has not been cured within thirty (30) days of written receipt of notice of breach, PeopleSoft may suspend or cancel Support Services.

12. Except as set forth above, the Software License and Services Agreement and the Software Support Services Terms and Condition are unchanged.

THE TERMS AND CONDITIONS HEREIN ARE ACCEPTED AS PART OF THIS AGREEMENT.

ACCEPTED BY:

CLACKAMAS COUNTY

Authorized Signature

MARC S. GONZALES FINANCE
Printed Name and Title DIRECTOR

ACCEPTED BY:

PEOPLESOFT USA, INC.

Authorized Signature

MICHAEL L. EBERHARD REGIONAL VICE PRES.
Printed Name and Title PUBLIC SECTOR

TECHNICAL SUPPORT SERVICES TERMS

“You” and “Your” as used in this renewal order refer to the Customer identified on the Support Service Renewal Summary page.

If the entity or person listed in the Quote To Details section of the Support Service Renewal Summary page is not the Customer named on the Support Service Renewal Summary page, then such person or entity represents that Customer has authorized it (including the individual executing this renewal order) to execute this renewal order on Customer's behalf and to bind Customer to the terms described in this renewal order. Such person or entity agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. Such person or entity agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the entity or person listed in the Bill To Details section of the Support Service Renewal Summary page is not the Customer named on the Support Service Renewal Summary page, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of the entity or person listed in the Bill To Details section of the Support Service Renewal Summary page to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

The technical support services acquired under this renewal order are governed by the terms and conditions of the agreement specified on the Support Service Renewal Summary page (“agreement”). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

Please review Oracle's Lifetime Support Policy before entering into this renewal order. Under Oracle's Lifetime Support Policy, the support level for an Oracle product, if applicable, may change during the term of the services purchased under this renewal order. If extended support is offered, an additional fee will be charged for such support if ordered.

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as “tax”). If you are a tax exempt organization and not an U.S. federal government entity, a copy of your tax exemption certificate must be submitted with your purchase order, credit card, or other acceptable form of payment.