



ORDERING DOCUMENT

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

Your Name
Your Location

CITY OF FRANKLIN
P.O. Box 305
FRANKLIN
TN 37064

Your Contact
Phone Number
Email Address

christine oliver
christine.oliver@franklin.tn.gov

Renew/Extend Term: 23-Dec-2013 to 22-Dec-2014

Cloud Services			Service Period: 12 months	
Data Center Region: North America	Quantity	Term	Unit Net Price	Net Fee
B68832 - TBE Onboard - User (TL-2-SA-020)	1	12 mo	0.0000	0.00
B68846 - TBE Recruiting Site License Premium - User (TL-2-SA-022)	1	12 mo	1,154.4167	13,853.00
B68916 - Taleo Smart Sourcing Mid Market Broadbean - Each (TL-2-SA-016, TL-2-SA-072)	1	12 mo	52.0833	625.00
Subtotal				14,478.00

Fee Description	Net Fee
Cloud Services Fees	14,478.00
Total Fees	14,478.00

A. Ordered Services

1. Agreement

a. This order incorporates by reference the terms of the Taleo Business Edition General Terms and Conditions dated 16-DEC-2011 COF Contract #2011-0185 (US-TALEO-MSA-132891-04-16-DEC-2011) and all amendments and addenda thereto (the "Agreement"). The defined terms in the agreement shall have the same meaning in this order unless otherwise specified herein.

B. General Terms

1. Summary of Fees

All fees on this ordering document are in US Dollars.

2. Terms of Use:

All products and services listed on this Ordering Document are provided by Oracle under, and subject to, the terms of this Ordering Document, including the Agreement and all Oracle documents referenced in this Ordering Document. You indicate Your agreement to the terms of this Ordering Document, including the Agreement, by signing this Ordering Document, and You represent that You have the authority to bind the company to whom this Ordering Document is addressed above to the terms of this Ordering Document and the Agreement. Oracle normally processes a customer's order after receipt of a purchase order or a valid credit card. Any terms and conditions on Your purchase order are void and have no legal effect. For Cloud Services, You may not reduce the quantity of services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. In the event of any conflict between the terms of this Ordering Document and the terms of the Agreement, the terms of this Ordering Document shall govern. The Services Period for the Cloud Services commences on the date stated in the Ordering Document, or, if none is provided in the Ordering

Document, the day the User login names and password are issued to You to access the Cloud Services under the Ordering Document (the "Cloud Services Start Date"). You must maintain a current subscription to applicable Oracle Cloud Services for the duration of any Consulting/Professional services ordered under this Ordering Document.

3. Fees

a. The Cloud Services Payment Frequency applies to all Cloud Services fees and taxes, and the Consulting/Professional Services Payment Frequency applies to all fees and taxes for Consulting/Professional Services. All fees payable to Oracle are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Agreement. The fees for services listed in this Ordering Document are exclusive of expenses and all taxes, levies, or duties imposed by taxing authorities, and You shall be responsible for payment of expenses and all such taxes, levies, and duties invoiced by Oracle, except for taxes based solely on Oracle's net income. Please note that if the pre-tax value of this Ordering Document is USD 2,000 or less, the products and Cloud Services listed on this Ordering Document must be purchased by credit card. Purchase orders and checks are no longer accepted for transactions of this size. Consulting/Professional Services may not be purchased by credit card irrespective of the transaction size, You agree not to disclose the terms of this Ordering Document to any third party unless required by law or regulation.

Cloud Services Payment Frequency: Your payment frequency is annual in advance.

4. Price Hold for Cloud Services

During the Services Period, You may order additional quantities of the Cloud Services acquired under this Ordering Document at the Unit Net Price specified above. This price hold does not apply to Eloqua Marketing Platform Cloud Service, to any renewals or extensions of the Cloud Services ordered under this Ordering Document, to Cloud Services ordered pursuant to a separate Oracle discount or promotion, or to any Cloud Services other than those listed in the initial purchase under this Ordering Document.

5. Renewal of Cloud Services:

At the end of the Services Period, if all Cloud Services ordered under this Ordering Document are identified as Auto Renewal eligible in the applicable Service Specifications, the Cloud Services will Auto Renew for additional Services Periods subject to Your payment of fees and to the terms of this Ordering Document and the Agreement. Otherwise, all Cloud Services ordered under this Ordering Document will not Auto Renew (regardless of whether some Cloud Services are identified as Auto Renewal eligible) and may be renewed for one additional Services Period of equal duration to the Services Period under this Ordering Document, subject to Your placement of a renewal order and payment of fees for such Cloud Services. For Cloud Services that are identified as Auto Renewal eligible (and regardless of whether they actually renew through Auto Renewal), the Unit Net Price for the renewal will be the Unit Net Price for such Cloud Service set forth in this Ordering Document. For Cloud Services that are not identified as Auto Renewal eligible, the Unit Net Price for the renewal will not increase by more than 4% of the Unit Net Price for such Cloud Service set forth in this Ordering Document. The Cloud Services may not be renewed as described in this paragraph if: (i) Oracle is no longer making such Cloud Services generally available to commercial customers, or (ii) You are seeking to cancel or reduce the ordered quantity of the Cloud Services set forth in this Ordering Document.

6. Offer Validity

This order is valid through 28-FEB-2014 and shall become binding upon execution by You and acceptance by Oracle.

C. Service Specifications

1. Service Specifications:

The Service Specifications that govern the Services ordered consist of the documents listed below, which are incorporated into this Ordering Document. The Service Specifications are subject to change at Oracle's discretion; however, Oracle changes to the Service Specifications will not result in a material reduction in the level of performance or availability of the applicable Services provided to You for the duration of the Services Period. The terms of the Service Specifications will govern over any conflicting term in this Ordering Document or the Agreement. For the purposes of this Ordering Document, references to the term "Customer" in any document within the Service Specifications shall mean "You" as defined in this Ordering Document.

• Service Descriptions and Metrics

Oracle service descriptions and metrics govern Cloud Services and Consulting/Professional Services. You may access the version of these descriptions and metrics that apply to the Cloud Services and Consulting/Professional Services that You have ordered at www.oracle.com/contracts.

• Cloud Hosting and Delivery Services Policies

Cloud Hosting and Delivery Services Policies describe and govern Cloud Services. You may access the version of these policies that apply to the Cloud Services that You have ordered at www.oracle.com/contracts.

• Program Documentation

Program Documentation refers to the program user manuals for the Oracle Programs for Cloud Services, as well as any help windows and read me files for such Oracle Programs that are accessible from within the service. The Program Documentation describes technical and functional aspects of the Oracle Programs. You may access the documentation online at www.oracle.com/contracts.

D. Other

1. Order of Precedence

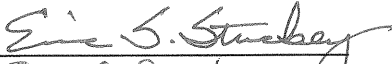
a. In the event of inconsistencies between the terms contained in this order and the Agreement referenced above in Section A.1, this Ordering Document shall take precedence. This Ordering Document will control over the terms contained in any purchase order.

2. Terms

The following terms, as used in this Ordering Document or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and "Master Agreement"; "Customer", "Client" and "You"; "Program Documentation" and "Documentation"; "Ordering Document" and "Order Form"; "Services Term" and "Services Period"; "Your Data" and "Your Content".

3. Data Processing Agreement

Oracle's Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement>, is incorporated herein by reference and describes the parties' respective roles for the processing and control of Personal Data (as that term is defined in the Data Processing Agreement) that Customer provides to Oracle as part of the Cloud Services under this order. Oracle will act as a data processor and will comply with all applicable data protection laws to the extent such laws by their terms impose obligations directly on Oracle as a data processor in connection with the services specified in this ordering document. Oracle will act on Customer's instruction concerning the treatment of Customer's Personal Data residing in the Cloud Services Environment, as specified in the Agreement, the Data Processing Agreement and this order. Customer remains solely responsible for Customer's regulatory compliance in connection with Customer's use of the Cloud Services and will comply with all applicable laws in connection with the performance of obligations or exercise of rights under this ordering document and the Agreement. Customer agrees to provide any notices and obtain any consents related to Customer's use of the Cloud Services and Oracle's provision of the Cloud Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data."

CITY OF FRANKLIN		
Authorized Signature		APPROVED AS TO FORM
Name	<u>Eric S. Stuckey</u>	By: <u>Knutson & Co</u>
Title	<u>City Administrator</u>	Title: <u>Staff Attorney</u>
Signature Date	<u>2/24/2014</u>	