SERIAL 02132 RFP PREPROGRAMMED SOFTWARE, PERSONNEL & FINANCIAL SYSTEM (INTEGRATED HUMAN RESOURCES & FINANCIAL SYSTEM)- Oracle Contract

DATE OF LAST REVISION: September 26, 2006 CONTRACT END DATE: March 31, 2013

CONTRACT PERIOD THROUGH MARCH 31, 2013

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PREPROGRAMMED SOFTWARE, PERSONNEL & FINANCIAL SYSTEM (INTEGRATED HUMAN RESOURCES & FINANCIAL SYSTEM)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 19, 2003.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

_____

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Danica Bunjevic, Chief Information Officer
Mirheta Muslic, Materials Management

(Please remove Serial 95085-X from your contract notebooks)

219167
03-0319-0 A

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement ("**Agreement**") is made as of Mar. 26, 2003 ("**License Effective Date**") by and between PeopleSoft USA, Inc. ("**PeopleSoft**"), a California corporation having a principal place of business at 4460 Hacienda Drive, P.O. Box 8018, Pleasanton, California 94588-8618 and County of Maricopa ("**Licensee**").

MASTER TERMS AND CONDITIONS

1. LICENSE

1.1 PeopleSoft grants Licensee a nonexclusive, nontransferable license to make and run copies of the Software for access by Licensee and Designates for Licensee's internal data processing operations on one or more servers and/or workstations located at facilities owned or leased by Licensee, in the Territory, for the entity specified in the Schedule(s), subject to the limitations contained in these Master Terms and Conditions and the applicable Schedule. PeopleSoft grants Licensee a nonexclusive, nontransferable license to: (i) modify or merge the Software with other software, and use such modified or merged software; and (ii) to make copies of and modify the Documentation and use such modified documentation; in accordance with the terms of this Agreement. No modification or merger of the Software with other software or modification of the Documentation, however extensive, shall diminish PeopleSoft's or its licensors' right, title or interest in the Software and Documentation. This license does not permit the use of the Software for creation of new modules or products.

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

2. LIMITATIONS ON LICENSE

2.1 Licensee shall not:

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

2.2 PeopleSoft reserves all rights not expressly granted herein.

3. FEES AND PAYMENT TERMS

3.1 Except as otherwise specified in a Schedule: (i) Licensee shall pay PeopleSoft all fees in U.S. dollars within thirty (30) days from the date of PeopleSoft's invoice, and (ii) all payment obligations are non-cancelable, nonrefundable and non-contingent. Payments which are not received on the due date shall bear interest at the lesser of eighteen percent (18%) per annum or the maximum rate allowed under applicable law.

3.2 Excluding taxes based on PeopleSoft's income, Licensee is liable for all taxes, duties and customs fees relating to the Software, Documentation, and/or Services whether or not PeopleSoft invoices Licensee for such

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taxes, duties or customs fees, unless Licensee has provided PeopleSoft with a valid tax exemption or direct pay certificate which exempts Licensee from such payments.

3.3 PeopleSoft reserves the right to withhold performance of any obligations, whether arising under this Agreement or otherwise, and/or change its credit terms, in the event of Licensee's nonpayment when due of any amounts owed to PeopleSoft.

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

4. TITLE AND PROTECTION

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

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

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

5. INDEMNITY

5.1 COPYRIGHT INDEMNITY

PeopleSoft shall indemnify and defend Licensee against any damage claims of third parties that the Software infringes any United States copyright, provided that PeopleSoft is given prompt notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the event of any threatened claim, PeopleSoft may, in its reasonable judgment and at its sole option and expense: (i) obtain for Licensee the right to continue using the allegedly infringing Software; (ii) replace or modify the allegedly infringing Software so that it becomes non-infringing; or (iii) terminate the license for the allegedly infringing Software, and upon receipt of such Software, return a prorated portion of the license fees paid by Licensee for such Software, prorated over a ten year term from the applicable Schedule Effective Date. PeopleSoft shall have no obligation to indemnify or defend Licensee for any liability arising out of or relating to any allegations or claims of infringement, to the extent the alleged infringement is based on: (a) a modification of the Software; (b) use of the Software other than in accordance with the Documentation or the terms of this Agreement; (c) use of a release of the Software no longer supported by PeopleSoft; (d) use of a release of the Software without having implemented all Updates; (e) any Third Party Software, unless otherwise specified in a Schedule; (f) use of the Software in combination with any other hardware, software or other materials where, absent such combination, the Software would not be infringing, or (g) in the event that Licensee agrees to settle any claim without the prior written consent of the General Counsel for PeopleSoft, Inc. This Section entitled "Copyright Indemnity" states PeopleSoft's entire liability for actual or alleged infringements and Licensee's sole and exclusive remedy in relation thereto.

5.2 LICENSEE INDEMNITY

Licensee shall indemnify and defend PeopleSoft against any claims that any materials produced and/or distributed and/or received in any type of media resulting from use of the Software: (i) are factually inaccurate, misleading or deceptive; (ii) infringe or misappropriate any rights of any third party; (iii) are libelous, defamatory, obscene or

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pornographic, (iv) comprise unsolicited commercial e-mail or spam, or (v) violate civil or criminal laws, including those regulating the use and distribution of content on the Internet and protection of personal privacy.

6. TERM AND TERMINATION

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

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

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

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

7. LIMITED WARRANTY

7.1 PeopleSoft warrants that the Software, as delivered to Licensee, for a period of eighteen (18) months from the applicable Schedule Effective Date will perform substantially in accordance with the Documentation, provided that: (a) Licensee remains a compliant, continuous subscriber to Support Services and has installed all Updates; (b) Licensee is using the Software in accordance with PeopleSoft's hardware and software guidelines; (c) any error or defect detected is reproducible by PeopleSoft; (d) the performance issue, error or defect does not relate to Third Party Software; and (e) Licensee notifies PeopleSoft of such nonconformance within the warranty period.

PEOPLESOFT DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT THE SOFTWARE WILL RUN UNINTERRUPTED, OR THAT ALL SOFTWARE ERRORS CAN OR WILL BE CORRECTED. VERSIONS OF SOFTWARE THAT ARE NOT MADE GENERALLY COMMERCIALLY AVAILABLE BY PEOPLESOFT, AND ALL MATERIALS, ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTIESOR CONDITIONS OF ANY KIND.

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

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

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

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

7.4 Licensee accepts sole responsibility for (i) Licensee's system configuration, design and requirements, (ii) the selection of the Software to achieve Licensee's intended results, and (iii) modifications, changes or alterations to the Software. Licensee acknowledges that it has had an opportunity to review the Documentation, it understands

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the functionality of the Software and its ability to work with Licensee's systems and to support Licensee's business, and that it has made its own evaluation in deciding to license the Software.

7.5 ALL ERROR CORRECTIONS AND BUG FIXES PROVIDED TO LICENSEE WHICH ARE NOT MADE GENERALLY COMMERCIALLY AVAILABLE AS PART OF AN UPDATE ARE PROVIDED "AS IS" WITHOUT WARRANTYOR CONDITION OF ANY KIND AND PEOPLESOFT EXPRESSLY DISCLAIMS ALL WARRANTIESAND CONDITIONS IN RELATION THERETO. PeopleSoft will pass through to Licensee, to the fullest extent possible, the warranties from PeopleSoft's licensors as they relate to Third Party Software.

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

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, PEOPLESOFT SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM LOST DATA OR LOST PROFITS, OR COSTS OF PROCURING SUBSTITUTE GOODS, SOFTWARE OR SERVICES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PEOPLESOFT'S LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR THE PROVISION ORNON- PROVISION OF SOFTWARE, DOCUMENTATION OR SERVICES (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY LICENSEE TO PEOPLESOFT UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM A SOFTWARE MODULE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE SPECIFIC SOFTWARE MODULE(S) OR SERVICES GIVING RISE TO THE LIABILITY FROM WHICH THE CLAIM AROSE. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION ENTITLED "LIMITATION OF LIABILITY" LICENSEE ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE SOFTWARE AND SERVICES WOULD BE HIGHER.

9. NONDISCLOSURE OBLIGATIONS

9.1 During the course of the parties' relationship, they may have access to confidential information of the other ("**Confidential Information**"). PeopleSoft's Confidential Information includes, without limitation, the Software and Documentation, information proprietary to PeopleSoft, this Agreement and the terms, conditions and pricing contained herein. Confidential information shall not be disclosed, orally or in writing, to any third party without the prior written consent of the owner of such information, except as provided below. Each party shall use the other's Confidential Information solely for purposes consistent with this Agreement.

9.2 The parties shall protect each other's Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which the receiving party utilizes for its own information that it does not wish disclosed to the public.

9.3 From time to time, PeopleSoft may offer Licensee the opportunity to participate in focus groups, guide groups, or other advisory groups for the purpose of obtaining customer feedback on PeopleSoft products, services or programs. Licensee agrees to treat any and all information presented to it in such focus groups, guide groups, or other advisory groups by PeopleSoft as confidential and agrees not to disclose such information to any third parties. Any information provided to Licensee in any advisory group is presented "as-is" and without warrantyor condition of any kind.

9.4 This Agreement imposes no obligation upon either party ("**Recipient**") with respect to the other party's ("**Discloser's**") Confidential Information which Recipient can establish by legally sufficient evidence: (a) was, prior to receipt from Discloser, in the possession of, or rightfully known by Recipient, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this Agreement or without a violation of

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an obligation of confidentiality owed to the Discloser; or (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality.

9.5 Recipient may provide access to and use of the Discloser's Confidential Information only to those third parties that: (a) provide services to Recipient concerning Recipient's use of the Discloser's Confidential Information; (b) have a need to use and access the Confidential Information (solely for purposes consistent with this Agreement); and (c) have agreed to substantially similar non-disclosure obligations as those contained herein. Disclosure of Discloser's Confidential Information by any such third party will be deemed a breach by Recipient hereunder To the extent Recipient may be required to disclose Confidential Information in a legal proceeding, Recipient may make such disclosure, provided that Recipient notifies Discloser of such requirement prior to disclosure, and provided further that Recipient makes diligent efforts to avoid and/or limit disclosure.

10. NOTICE

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

11. ASSIGNMENT

Licensee may not assign or transfer this Agreement (by operation of law, as a result of a change of control, or otherwise), grant a security interest in the Software, or sublicense the Software without the prior written consent of PeopleSoft, and any assignment, grant or sublicense without such consent shall be null and void.

12. USE OF AGREEMENT BY ADDITIONAL LICENSEES

The parties agree that additional licensee(s) ("third party") may agree to be bound by the terms of this Agreement as if such third party were a party hereto. Such agreement shall be valid only upon the execution by the third party and PeopleSoft of mutually acceptable documentation to evidence the agreement, and upon such execution, and as regards the agreement between the third party and PeopleSoft, any and all references to Licensee in this Agreement shall mean the third party. Terms and conditions contained in any Schedule between PeopleSoft and such third party or any subsequent amendment to the Agreement, where such amendment is between the third party and PeopleSoft ,shall be of no force and effect as to the parties to this Agreement.

13. SURVIVABILITY

The terms of Sections herein entitled "Title and Protection", "Term and Termination", "Limited Warranty", "Limitation of Liability", "Nondisclosure Obligations", "Notice", "Survivability", "General", and "Definitions" shall survive termination of this Agreement.

14. GENERAL

This Agreement is made in and shall be governed by the laws of the State of Arizona, without regard to its choice of law principles, and without regard to the provisions of any federal or state Uniform Computer Information Transactions Act. Exclusive jurisdiction and venue of any actions arising out of, or relating to or in any way connected with this Agreement, its negotiation or termination, or Services provided or to be provided by PeopleSoft, shall be in Maricopa County, Arizona if in state court. 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 document that purports to modify or supplement this Agreement or any Schedule shall add to or vary the terms of this Agreement or such Schedule. All proposed variations or additions (whether submitted by PeopleSoft or Licensee) are objected to and deemed material unless otherwise agreed to in a writing signed by both parties. Except for Licensee's obligation to pay PeopleSoft or to assume its obligations for taxes, duties and customs fees, 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

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party to exercise or enforce any right hereunder shall not operate as a waiver of such party's right to exercise or enforce such right or any other right in the future. Except for actions for (a) Licensee's failure to assume its obligations for taxes, duties and customs fees; (b) nonpayment of amounts owed to PeopleSoft; or (c) breach of PeopleSoft's or its licensors' proprietary rights in the Software, Third Party Software, Tools Documentation, Materials and/or PeopleSoft's Confidential Information, no action, regardless of form, arising out of, relating to or in any way connected with this Agreement or Services provided or to be provided by PeopleSoft may be brought by either party more than one year after the cause of action has accrued. For a period of six (6) months from the License Effective Date and each Schedule Effective Date either party may individually issue a press release discussing: (i) Licensee's license of the Software; (ii) Licensee's plans to use, or the use of, PeopleSoft to implement the Software (if Licensee has contracted with PeopleSoft for such implementation); and/or (iii) any publicly available information describing Licensee's or PeopleSoft's businesses, products or services. Licensee consents to the use of its name on PeopleSoft customer lists. PeopleSoft reserves the right to audit Licensee's use of the Software no more frequently than once annually at PeopleSoft's expense. All audits shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. PeopleSoft shall schedule any such audits at least fifteen (15) days in advance. This Agreement constitutes the entire agreement between the parties concerning Licensee's use of the Software, Documentation and Services and may not be modified by custom and usage. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the parties, except for confidentiality agreements between the parties. To the extent there is any conflict between the terms of this Agreement and any previously executed confidentiality agreement, the terms providing the most protection to PeopleSoft's confidential information will control. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties, unless expressly provided otherwise herein. Transmitted Copies are considered documents equivalent to original documents. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.

14. DEFINITIONS

"**Agreement**" means (i) these Master Terms and Conditions; (ii) Schedule(s); and (iii) any exhibits and amendments hereto.

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

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

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

"**Schedule(s)**" means the schedule(s) or amendment executed by the parties and which references the Agreement. Each Schedule in conjunction with the other terms of the Agreement is a separate and independent contractual obligation of PeopleSoft from any other Schedule.

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

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

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

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

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

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

"Tools" means the underlying architecture from which the Software is designed, and includes software application programming tools in object code form, including, PeopleTools, but does not include source code, which is delivered by PeopleSoft to Licensee.

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

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

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Software License and Services Agreement and to bind their respective party thereto.

COUNTY OF MARICOPA

3/26/03

Authorized Signature

CHAIRMAN BOARD OF SUPERVISORS

Printed Name and Title

ATTEST:

Norma Rusch 031903

DEPUTY Clerk of the Board

APPROVED AS TO FORM
this 26th day of March, 2003
RICHARD ROMLEY
Maricopa County Attorney

By Terry E. Eckhardt
Deputy County Attorney

PEOPLESOFT USA, INC.

Authorized Signature

J. McGlothlin, Regional V.P.

Printed Name and Title

PeopleSoft USA, Inc.
Approved as to Legal Form

Date	Initials
3/03	KZ

219167
02-1107

SCHEDULE #1
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT

This independent Schedule to the Software License and Services Agreement ("**Schedule**") is made as of March 26 __, 2003 ("**Schedule Effective Date**") by and between PeopleSoft USA, Inc. ("**PeopleSoft**") and the County of Maricopa ("**Licensee**"). This Schedule is part of the Software License and Services Agreement between the parties dated Mar. 26, 2003 ("**Agreement**").

SOFTWARE / SERVICES			
Software Modules	**Mfr.**	**Provided Copies**	**Fee**
PEOPLESOFT GLOBAL VERSION APPLICATION SOFTWARE MODULES			
PeopleSoft HRMS Software Modules[1]			
Human Resources	PeopleSoft, Inc.	1	Included
Payroll for North America2	PeopleSoft, Inc.	1	Included
Benefits Administration	PeopleSoft, Inc.	1	Included
Time and Labor	PeopleSoft, Inc.	1	Included
eRecruit	PeopleSoft, Inc.	1	Included
eRecruit Manager Desktop	PeopleSoft, Inc.	1	Included
eCompensation	PeopleSoft, Inc.	1	Included
eCompensation Manager Desktop	PeopleSoft, Inc.	1	Included
eProfile	PeopleSoft, Inc.	1	Included
eProfile Manager Desktop	PeopleSoft, Inc.	1	Included
eDevelopment	PeopleSoft, Inc.	1	Included
eBenefits	PeopleSoft, Inc.	1	Included
ePay	PeopleSoft, Inc.	1	Included
Directory Interface	PeopleSoft, Inc.	1	Included
ePerformance	PeopleSoft, Inc.	1	Included
HRMS Portal Pack [3]	PeopleSoft, Inc.	1	Included
PeopleSoft Financials Software Modules[4]			
EPM Portal Pack	PeopleSoft, Inc.	1	Included
PeopleSoft EPM Workforce Analytics Software Modules[5]			
Workforce Rewards[6]	PeopleSoft, Inc.	1	Included

[1] Unless otherwise explicitly indicated in this Schedule, incremental license fees for the HRMS Software modules shall be based on Employee Count.

[2] The license for the Payroll for North America Software module includes a limited use license for the **Human Resources** Software module. Such limited use license means that the **Human Resources** Software module shall only be used in order to access the features and functions of the Payroll for North America Software module. This footnote shall not be applicable as long as Licensee is a current licensee of the Human Resources module listed on this Schedule #1.

[3] Incremental license fees shall be based on Employee Count.

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

[5] Unless otherwise explicitly indicated in this Schedule, incremental license fees for the EPM Workforce Analytics Software modules shall be based on Employee Count. Notwithstanding anything in the Agreement to the contrary, the license for any EPM Workforce Analytics Software module includes a limited use license to: (i) use the **Enterprise Warehouse** Software module only in order to access the features and functions of such licensed EPM Workforce Analytics Software module(s); and (ii) only import data from any source into those Enterprise Warehouse data tables that are used to facilitate the functionality of such licensed EPM Workforce Analytics Software module(s); and (iii) only export data from the Enterprise Warehouse Software module to any PeopleSoft Software module or back into the original source of such data, provided, that, when using the delivered extract, transform and load tool, such source is not an analytical or data warehouse product (However, such limitation on the source of the data shall not apply as long as Licensee is a current licensee of the Enterprise Warehouse module listed on this Schedule #1); and (iv) only extend the Enterprise Warehouse data tables that are used to facilitate the functionality of such licensed EPM Workforce Analytics Software module(s); and (v) export data from the Enterprise Warehouse Software module to any application using tools other than the delivered extract transform and load tool.

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Workforce Planning	PeopleSoft, Inc.	1	Included
Workforce Scorecard[7]	PeopleSoft, Inc.	1	Included
PeopleSoft EPM Financials/ESA Analytics Software Modules[8]			
Enterprise Scorecard	PeopleSoft, Inc.	1	Included
PeopleSoft Portal Software Modules[9]			
Enterprise Portal	PeopleSoft, Inc.	1	Included
PeopleSoft Enterprise Performance Management Software Modules[10]			
Enterprise Warehouse[11]	PeopleSoft, Inc.	1	Included
PEOPLESOFT TOOLS SOFTWARE MODULES[12]			
PeopleTools- Restricted Development[13]	PeopleSoft, Inc.	1	Included
PeopleTools- Enterprise Development[14]	PeopleSoft, Inc.	1	Included
Business Analysis Modeler – Restricted Development[15]	PeopleSoft, Inc.	1	Included
SUBTOTAL PEOPLESOFT SOFTWARE LICENSE FEES:			**$1,478,000.00**
Third Party Software			
WebSphere[16]	International Business Machines Corporation	1	Included

[6] Licensee must have a license for Business Analysis Modeler- Restricted Development.

[7] Licensee must have a license for Enterprise Scorecard.

[8] Unless otherwise explicitly indicated in this Schedule, incremental license fees for the EPM Financial Analytics Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget. Notwithstanding anything in the Agreement to the contrary, the license for any EPM Financial Analytics Software module includes a limited use license to: (i) use the **Enterprise Warehouse** Software module only in order to access the features and functions of such licensed EPM Financial Analytics Software module(s); and (ii) only import data from any source into those Enterprise Warehouse data tables that are used to facilitate the functionality of such licensed EPM Financial Analytics Software module(s); and (iii) only export data from the Enterprise Warehouse Software module to any PeopleSoft Software module or back into the original source of such data, provided, that, when using the delivered extract, transform and load tool, such source is not an analytical or data warehouse product (However, such limitation on the source of the data shall not apply as long as Licensee is a current licensee of the Enterprise Warehouse module listed on this Schedule #1); and (iv) only extend the Enterprise Warehouse data tables that are used to facilitate the functionality of such licensed EPM Financial Analytics Software module(s); and (v) export data from the Enterprise Warehouse Software module to any application using tools other than the delivered extract transform and load tool.

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

[10] Unless otherwise explicitly indicated in this Schedule, incremental license fees for the Enterprise Performance Management Software modules shall be based on Reported Revenues or, if Licensee is a PeopleSoft Education and Government customer, on Reported Budget.

[11] The license for the Enterprise Warehouse (**"EW"**) Software module includes a limited use license to: (i) import data from any source into the EW Software module; and (ii) export any data from the EW Software module to any PeopleSoft application or back into the original source of such data, provided that when using the delivered extract, transform and load tool, such original source is not an analytical or data warehouse product; and (iii) develop unlimited extensions of the EW data tables; and (iv) export data from the EW Software module to any application using tools other than the delivered extract transform and load tool.

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

[13] PeopleTools - Restricted Development shall be used by Licensee to develop interfaces and modifications, including creation of new application data tables, only to the licensed PeopleSoft Software application modules.

[14] Notwithstanding anything in the Agreement to the contrary, PeopleTools - Enterprise Development shall be used solely to develop applications for Licensee's internal data processing operations. In no event shall Licensee market or distribute such applications. Notwithstanding anything to the contrary, Licensee shall not have the right to use the functionality currently referred to as Crystal Reports and/or Verity search engine provided as part of this Software module for the purpose of developing applications.

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

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

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__5__ Pack(s) of PowerPlay Web Named Users Pack for 5 Named Users (25 named users)[17]	Cognos Corporation	1	$11,250.00
PowerPlay 1__number of Enterprise Intranet Server(s)[18]	Cognos Corporation	1	$40,000.00
Net Express v3.x for Windows/NT for Three (3) Named Users including Application Server[19]	Micro Focus International Limited	1	$31,500.00
SUBTOTAL THIRD PARTY SOFTWARE LICENSE FEES:			**$ 82,750.00**
TOTAL LICENSE FEES:			**$1,560,750.00**
Services	**Mfr.**	**Units**	**Fee**
Installation Services[20]			
Installation- HRMS Software Modules, Customer Site	PeopleSoft, Inc.	N/A	Included
Installation- Portal Software Modules, Customer Site	PeopleSoft, Inc.	N/A	Included
Installation- Enterprise Performance Management (EPM) Software Modules, Customer Site[21]	PeopleSoft, Inc.	N/A	Included
SUBTOTAL INSTALLATION SERVICES FEES[22]:			**$20,000.00**
Other Services			
Education Training Units	PeopleSoft, Inc.	700 units	$ 262,500.00
Standard Support Services for the Initial Services Term for PeopleSoft Software and Third Party Software	PeopleSoft, Inc.	N/A	$ 310,750.00
Premium Support Services for the Initial Services Term in accordance with Amendment #1 to this Schedule	PeopleSoft, Inc.	N/A	$ 15,000.00
Standard Support Services for the Pre-Paid Support Services Term (years 2-4) for the PeopleSoft Software	PeopleSoft, Inc.	N/A	$ 886,800.00
TOTAL FEES:			**$3,055,800.00**

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

Territory	United States

"LICENSE.TXT" files included with the WebSphere Software module, as those terms may change from time to time. Notwithstanding anything herein to the contrary: (a) source code is not included for this Software module; (b) this Software module is a Supportable Module.

[17] Notwithstanding anything herein to the contrary: (i) Licensee shall not have the right to make copies of this module; and (ii) Licensee shall use this module exclusively in conjunction with those PeopleSoft Enterprise Performance Management Warehouse Software modules licensed by Licensee; and (iii) this Software module is a Supportable Module.

[18] Notwithstanding anything herein to the contrary: (i) Licensee shall not have the right to make copies of this module; and (ii) Licensee shall use this module exclusively in conjunction with those PeopleSoft Enterprise Performance Management Warehouse Software modules licensed by Licensee; and (iii) this Software module is a Supportable Module.

[19] Notwithstanding anything in the Agreement to the contrary, the license granted herein is limited for use by: (i) the licensed number of named users for the purpose of performing compilation tasks; and (ii) unlimited number of users for purposes other than performing compilation tasks, such purposes include, without limitation, runtime use. Notwithstanding anything herein to the contrary: (a) source code is not included; (b) this Software module is a Supportable Module; and (c) Support Services fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.

[20] Installation Services shall be provided in accordance with the terms of the attached Exhibit entitled "Installation of Software" Installation Services must be used on or before that date which is six (6) months after the Schedule Effective Date.

[21] The Enterprise Performance Management (EPM) Software Modules are comprised of: (i) EPM Workforce Analytics Software Modules; and (ii) EPM Financial Analytics Software Modules; and (iii) EPM Supply Chain Analytics Software Modules; and (iv) EPM CRM Analytics Software Modules; and (v) Enterprise Performance Management Software Modules.

[22] Total Hours (as defined in the Exhibit attached hereto entitled "Installation of Software") for Installation Services are 118 hours.

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Version	**Global Version**[23] (indicate the country specific global version for each country within the Territory in which or for which the Software will be used)	American English and Associated Functionality
Base Metrics	**Base Employee Count**[24]	13,000 employees
	Base Budget[25]	$2.5 billion
Technical Information	**Database Version**	SQL Server
	Operating System	NT
	Hardware Model	TBD

2. Payment Terms: Unless Licensee has obtained financing for the Total Fees owed hereunder (in which case PeopleSoft agrees to recognize payment by the third party providing financing on behalf of Licensee as satisfaction of Licensee's payment obligation hereunder), Licensee shall pay PeopleSoft one hundred percent (100%) of TOTAL FEES on or before that date which is thirty (30) calendar days after the date of PeopleSoft's invoice. Unless explicitly stated in this Schedule, all fees specified herein are non-cancelable, non-refundable and non-contingent. All fees are payable in U.S. dollars and shall be sent to the attention of PeopleSoft's Accounts Receivable Department.

3. Acceptance: Commencing on the Schedule Effective Date and terminating upon the earlier of: (a) sixty (60) days after the installation of the Software licensed herein; or (b) that date which is four (4) months after the Schedule Effective Date ("**Acceptance Period**"), Licensee shall have the opportunity to load and run the Software in a nonproduction environment in order to test that all Software licensed pursuant to this Schedule operate(s) substantially in accordance with the Documentation. Licensee shall provide to PeopleSoft a detailed description of any material deviation from the Documentation ("**Deviation List**") prior to the expiration of the Acceptance Period in accordance with the notice requirements set forth in the Agreement. Upon receipt of such notice, PeopleSoft shall have thirty (30) days to cure any such material deviation listed on the Deviation List so that the Software operates substantially in accordance with the Documentation ("**Cure Period**"). Notwithstanding the foregoing, any deviation that occurs as a result of Licensee's: (1) not adhering to the guidelines and recommendations contained in the PeopleSoft Hardware and Software Requirement Guide in implementing the Software; (2) not maintaining and tuning its technical environment in accordance with generally accepted industry principals and methodologies; (3) not having CPU capacity which is sufficient to run all of the software loaded thereon; (4) modifying the Software or the database on which it was designed to run in a manner that could impact the Software; or (5) not using workstations that meet minimal standards set for the workstation configuration; will not be considering deviations for purposes of nonacceptance of the Software. In the event that: (i) Licensee provides notice to PeopleSoft that it has accepted the Software; (ii) the Acceptance Period expires without Licensee providing PeopleSoft with a Deviation List; (iii) PeopleSoft is not able to reproduce any of the alleged material deviations cited on the Deviation List; or (iv) PeopleSoft cures the material deviations cited on the Deviation List, Licensee shall be deemed to have accepted the Software ("**Acceptance**"). If Acceptance has not occurred within five (5) months after the Schedule Effective Date ("**Final Date**"), Licensee shall have the option of terminating the license for all Software licensed pursuant to this Schedule that fail(s) to reach Acceptance, by doing the following, on or before the Final Date: (A) providing notice of such decision to PeopleSoft; and (B) deinstalling and returning to PeopleSoft all copies of all Software licensed pursuant to this Schedule. Upon receipt of such Software by PeopleSoft, PeopleSoft shall refund: (i) any Support Services fees paid, and (ii) any license fees paid, for such Software.

4. Services Terms and Conditions:

4.1 For a period commencing on the Schedule Effective Date of this Schedule and terminating one (1) year thereafter ("**Initial Services Term**"), Licensee shall receive Support Services for the Supportable Modules

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

[24] Pricing is based on an Employee Count of 13,000 employees.

[25] Pricing is based on Reported Budget of $2.5 billion.

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licensed pursuant to this Schedule which meet the technical environment set forth herein for the fees set forth above.

4.2 Pre-Payment of Support Services Fees. Licensee agrees to pre-pay Support Services fees set forth in the table above for the period beginning on the completion of the Initial Services Term and ending three (3) years thereafter ("**Pre-Paid Support Services Term**"). Notwithstanding anything in the Agreement to the contrary, Licensee will owe additional Support Services fees each year during the Pre-Paid Support Services Term as set forth in this Schedule for the incremental license fees due pursuant to the Schedule, if any, and for any Support Services which relate to Third Party Software.

4.3 In the event Support Services are to be provided thereafter, increases in the fees for Support Services for a period terminating six (6) years after the end of the Pre-Paid Support Services Term, other than Support Services for Third Party Software, shall not exceed eight percent (8%) in each subsequent twelve (12) month period, provided that: (i) Licensee continuously subscribes to Support Services and pays for such services for all Supportable Modules licensed pursuant to this Schedule in a timely manner, (ii) is not in breach of this or any other agreement with PeopleSoft; and (iii) the base upon which the increases are measured will be adjusted to take into account additional license fees, including fees owed pursuant to the Incremental License Fees section. Notwithstanding anything herein to the contrary after the Initial Services Term, the Support Services fee for Third Party Software Supportable Modules licensed pursuant to this Schedule will equal the fee in effect at the time such Support Services are renewed. Support Services shall be available for the PeopleSoft software modules listed in this Schedule for a period of four years from the general availability date of such modules at the fees set forth herein.

4.4 Thereafter, in the event Support Services are to be provided for the Supportable Modules licensed pursuant to this Schedule after the period during which the increases have been capped, and Licensee has been a compliant, continuous subscriber to Support Services, Licensee shall pay PeopleSoft, on or before the applicable Anniversary Date (defined as the month and day of the Schedule Effective Date), PeopleSoft's fee for Support Services in effect on the Anniversary Date on which Support Services are renewed.

4.5 In the event Support Services are not renewed or are terminated and Licensee subsequently requests Support Services, PeopleSoft may, in its sole discretion, reinstate Support Services but only after Licensee pays PeopleSoft the annual Support Services fee in effect at the time of such reinstatement, plus a reinstatement fee equal to the number of years or portion thereof during which Licensee was not a subscriber to Support Services multiplied by the annual Support Services fee in effect at the time of such reinstatement.

4.6 Training: PeopleSoft shall provide Licensee with the number of training units set forth in the table above for use at a PeopleSoft training facility, at the price set forth in the applicable Schedule. Licensee may use training units for training at Licensee's site only as the parties mutually agree in writing. Licensee must use training units within two (2) years from the Schedule Effective Date. Unused training units are non-returnable and cannot be used as a credit toward any future license or service. The number of training units required for each registrant to attend a particular class will be the units listed in the PeopleSoft Training Administrator's Guide and Course Curriculum guide in effect at the time the registrant registers for the class.

5. Incremental License Fees

5.1 Incremental License Fees for the EC Software: Licensee may use the EC Software licensed pursuant to this Schedule in accordance with the terms of this Schedule and the Agreement, to process its data at no additional license fee, provided that the Employee Count does not exceed 13,000 employees ("**Base Employee Count**"). Each year ninety (90) days prior to the Anniversary Date, Licensee shall report to PeopleSoft the Employee Count as of such date and, in the event the Employee Count as of such date exceeds the Base Employee Count, Licensee shall pay, on or before the applicable Anniversary Date, additional non-refundable, non-cancelable license fees. Upon receipt of such license fees in the amount $119,791, Licensee's Base Employee Count shall be modified to increase by 1,300 employees. Licensee shall pay as many increments of $119,791 as necessary so that the Base Employee Count exceed the Employee Count as of that particular Anniversary Date. **"Employee Count"** shall mean the full or part time employees of Licensee and all related entities for whom Licensee and such related entities withhold payroll taxes, and contractors who are or would be deemed "employees" under applicable laws. "**EC Software**" shall mean those Software modules licensed pursuant to this Schedule which are priced based upon the Employee Count, as indicated in the Software/Services table above.

5.2 Incremental License Fees for the RB Software: Licensee may use the RB Software licensed pursuant to this Schedule in accordance with the terms of this Schedule and the Agreement, to process its *data at no*

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additional license fee, provided that the Reported Budget do not exceed $2.5 billion ("**Base Budget**"). Each year ninety (90) days prior to the Anniversary Date, Licensee shall report to PeopleSoft the Reported Budget as of such date, and, in the event the Reported Budget as of such date exceed the Base Budget, Licensee shall pay, on or before the applicable Anniversary Date, additional non-refundable, non-cancelable license fees. Upon receipt of such license fees in the amount $34,885, Licensee's Base Budget shall be modified to increase by $250 million. Licensee shall pay as many increments of $34,885 necessary so that the Base Budget exceed the Reported Budget as of that particular Anniversary Date. "**Reported Budget**" shall mean Licensee's operating budget, excluding grants funds, reflected in an audited statement from its external accounting firm. "**RB Software**" shall mean those Software modules licensed pursuant to this Schedule which are priced based upon Reported Budget, as indicated in the Software/Services table above.

5.3 Actual Metrics: Notwithstanding anything herein to the contrary, the actual metric(s) at the time of Annual Review Period ("**Actual Metric**") shall be used to calculate the annual Support Services fees, provided that: (i) PeopleSoft's standard Support Services fees in effect at the time of renewal are calculated using Actual Metrics; and (ii) the Base Employee Count / Reported Revenues ("Base Metric(s)") shall be modified to equal the Actual Metric(s); and (iii) in the event the Actual Metric(s) of the current Annual Review Period: (a) exceeds the Actual Metric(s) of the prior Annual Review Period, Licensee shall pay the incremental license fees due pursuant to this Agreement; and (b) is less than the Actual Metric(s) of the prior Annual Review Period, Licensee shall execute an amendment in which the Base Metric(s) is reduced to equal the Actual Metric(s).

Licensee hereby acknowledges that in the event the Base Metric is reduced to equal the Actual Metric(s): (A) it is not entitled to a refund or a credit; and (B) in the event the Actual Metric(s) in subsequent years increases over the Base Metric(s), Licensee shall owe incremental license fees pursuant to this Schedule. "**Annual Review Period**" shall be that ninety (90) day period prior to the Anniversary Date.

6. Option to Become a Source Code Escrow Beneficiary:
Licensee may become a beneficiary to the source code escrow agreement between DSI Technologies, Inc. (formerly SourceFile LLC) , ("Escrow Agreement"), during the term of this Agreement, by executing the requisite documentation. Licensee will remain a beneficiary under the Escrow Agreement only if Licensee (i) remains a compliant subscriber to Support Services and (ii) is not in breach of this Agreement. If Licensee becomes entitled to receive the source code (or any other materials deposited by PeopleSoft) from Escrow ("Deposit"), Licensee will (i) use the Deposit only as necessary to support and maintain the Software so it can be used pursuant to the terms of the Agreement, (ii) maintain the Deposit in confidence and not disclose it, and (iii) be subject to all the restrictions contained in this Agreement which will also apply to the Deposit as if the Deposit were Software. Licensee agrees to indemnity, defend and hold PeopleSoft harmless from and against all claims, losses, damages, expenses, costs, judgments and settlements allegedly arising out of Licensee's use, misuse, infringement, disclosure or breach of the restrictions contained in this Agreement, related to the Deposit. PeopleSoft may change the escrow agent at any time on notice to Licensee.

7. Replacement of the Database Version of the Software:
Licensee has the option, at no additional fee to replace, the licensed database version of the Software with another generally available database version of the Software that is supported by PeopleSoft, provided that Licensee (i) has remained a continuous, compliant subscriber to Support Services and is not in breach of the terms of the Agreement; (ii) pays any third party fees associated with the migration, (iii) agrees to any terms different from the terms of the Agreement which relate to such version, (iv) executes any additional documentation requested by PeopleSoft, and (v) such replacement version was available as of the Schedule Effective Date.

Within sixty (60) days of shipment or provision of the replacement database version to Licensee, Licensee agrees to certify the return or the destruction of the originally licensed version of the Software, and any copies thereof, to PeopleSoft. Licensee understands that PeopleSoft makes no assurances regarding if or when any additional database versions of the Software shall become available.

8. Electronic Delivery of Software:
Unless Licensee provides PeopleSoft with a valid tax exemption or direct pay certificate, or transaction is exempt by state law, Licensee is responsible for all taxes, duties and custom fees concerning the Software and/or services, excluding taxes based on PeopleSoft's income. PeopleSoft shall exercise commercially reasonable

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efforts to deliver the Software, including any updates and/or upgrades, licensed under this Schedule by transferring the Software using remote telecommunications to transfer the Software from PeopleSoft's place of business, to or through Licensee's computer, without transferring title to, or possession of any tangible personal property, such as storage media, to Licensee during the course of such Software delivery ("**Download**"). PeopleSoft's delivery of the Software via Download is conditioned upon, and subject in all respects, to each of the following:

(a) Licensee understands that if the Software is Downloaded to any location other than that identified under shipping information in this Schedule, other state sales tax may be due, and such sales tax is the sole responsibility of Licensee;

(b) Licensee further understands that, if at any time during the one (1) year period following the Schedule Effective Date, Licensee accepts delivery of the Software in the form of tangible personal property, including but not limited to any Updates to the Software delivered pursuant to PeopleSoft's provision of Support Services, the amount of sales tax or any other applicable tax or duty that would have otherwise been due upon the delivery of the Software if PeopleSoft had not delivered the Software using the Download delivery mechanism described above, will become immediately due and payable to PeopleSoft;

(c) Licensee further understands that, notwithstanding anything contained in the Software Support Services Terms and Conditions to the contrary, in the event a problem arises with respect to Downloading the Software, the availability of Support Services to correct such problem shall be equivalent to the then-current support terms that PeopleSoft's electronic software delivery vendor makes available to PeopleSoft.

Licensee's technical contact for arranging and completing the Download is

SHIPPING INFORMATION
Contact: Ms. Danica Bunjevic
Address: 301 W. Jefferson
Suite 420
Phoenix, AZ 85003-2157
Phone: 602 506 8044
Fax: 602 506 5864
email: dabunjev@mail.maricopa.gov

9. Option to License Additional Software Modules: Provided Licensee has been a continuous, compliant subscriber to Support Services and is not in breach of the terms of the Agreement, PeopleSoft grants Licensee the option for a period of five years from this Schedule Effective Date, to license PeopleSoft software modules which are generally available on the date the option is exercised ("Exercise Date"), at a 75% discount, by, on the earlier of the date of PeopleSoft's invoice or the expiration of the option, (i) executing and delivering to PeopleSoft a mutually acceptable Schedule to this Agreement for such software modules, and (ii) paying the license fee due. The Applicable Discount shall not apply to any software modules which are not purchased directly from PeopleSoft, or which are third party software, or which are licensed pursuant to a process involving a Request for Proposal. This option is not a guarantee that such software modules will be made available.

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

11. Definitions: Unless otherwise set forth herein, capitalized terms used herein shall have the same meaning ascribed to them in the Agreement.

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

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

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

"**Supportable Modules**" are those Software modules for which PeopleSoft offers some sort of maintenance services, and are comprised of: (i) Software excluding the Third Party Software modules; (ii) Tools; and (iii) those Third Party Software modules specifically designated in the Schedule as "Supportable Modules"

12. Expiration of Offer: The offer set forth in this Schedule and in the Agreement is valid only through March 28, and if the Schedule and Agreement, if applicable, are not executed by such date, the offer is rescinded, all terms are null and void, and neither party shall have any obligation in relation thereto.

13. Miscellaneous Information:

13.1 Title to Physical Media: Notwithstanding anything in the Agreement to the contrary, in the event physical media for the Software is shipped, title to the physical media for the Software vests in Licensee upon shipment thereof to Licensee.

13.2

SHIPPING INFORMATION	BILLING INFORMATION	SITE INFORMATION	TRAINING ADMINISTRATOR
Contact: Ms. Danica Bunjevic	Same	Same	Same
Address: 301W. Jefferson			
Suite 420			
Phoenix, AZ 85003-2157			
Phone: 602 506 8044			
Fax: 602 506 5864			
email: dabunjev@mail.maricopa.gov			

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Schedule and to bind their respective party thereto.

ACCEPTED BY:
COUNTY OF MARICOPA

3/26/03
Authorized Signature

CHAIRMAN BOARD OF SUPERVISORS
Printed Name and Title

ACCEPTED BY:
PEOPLESOFT USA, INC.

Authorized Signature

J. McGlothlin, Regional VP
Printed Name and Title

APPROVED AS TO FORM
this 26th day of MARCH, 2003
RICHARD ROMLEY
Maricopa County Attorney
By Terry E. Eckhardt
Deputy County Attorney

ATTEST:
Norma Rusch
Clerk of the Board 031903

PeopleSoft USA, Inc.
Approved as to Legal Form
3/03 | KZ
Date | Initials

219167
03-0195 M1

AMENDMENT
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
COUNTY OF MARICOPA AND PEOPLESOFT USA, INC.

THIS Amendment to the Software License and Services Agreement ("**Amendment**") is made and entered into on March 26 ("**Amendment Effective Date**") by and between PeopleSoft USA, Inc. ("**PeopleSoft**") and County of Maricopa ("**Licensee**").

WITNESSETH:

THAT, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties to this Amendment, intending to be legally bound, hereby agree that the Software License and Services Agreement between the parties, dated Mar. 26, 2003 ("**Agreement**") is amended to provide as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the same meaning as those used in the Agreement.

"**Enhanced Support Services**" is the generic name for Premium Support Services and Platinum Support Services, and for this Amendment, shall be those Premium Support Services Licensee has elected to receive pursuant to this Amendment

"**Platinum Support Services**" are those services described in the section entitled "Platinum Support Services" of the document entitled "Support Services Terms and Conditions", posted on the PeopleSoft.com web site.

"**Premium Support Services**" are those services described in the section entitled "Premium Support Services" of the document entitled "Support Services Terms and Conditions", posted on the PeopleSoft.com web site.

"**Standard Support Services**" are those services described in the section entitled "Standard Support Services" of the document entitled "Support Services Terms and Conditions", posted on the PeopleSoft.com web site.

2. Enhanced Support Services Subscription. Licensee shall receive Enhanced Support Services for a period commencing on the Amendment Effective Date and terminating one year after the Amendment Effective Date ("**Enhanced Support Services Expiration Date**") for all PeopleSoft Software licensed by Licensee on or before such Enhanced Support Services Expiration Date, provided Licensee pays all Support Services fees due, and provided further, that Licensee remains a compliant, continuous subscriber to Standard Support Services for each of such PeopleSoft Software modules. In the event that Licensee does not remain a compliant, continuous subscriber to Standard Support Services for each of such PeopleSoft Software modules, PeopleSoft shall have no obligation to continue providing the Enhanced Support Services to Licensee, and Licensee shall not be due a refund or credit.

3. Payment Terms. Licensee shall pay PeopleSoft, in addition to any Standard Support Services fees, an Enhanced Support Services surcharge equal to $15,000.00; due on or before that date which is thirty (30) calendar days after the Amendment Effective Date. Unless explicitly stated in this Amendment, all fees specified herein are non-cancelable, non-refundable and non-contingent. All fees are payable in U.S. dollars and shall be sent to the attention of PeopleSoft's Accounts Receivable Department.

4. Expiration of Offer. The offer set forth in this Amendment is valid only through March 28, 2003, and if the Amendment is not executed by such date, the offer is rescinded, and all terms are null and void.

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5. Conflict. In the event of any conflicts or inconsistencies between the provisions of this Amendment and the Agreement and/or any addenda thereto, the provisions of this Amendment shall prevail. The remainder of the Agreement shall remain in full force and effect, unamended.

COUNTY OF MARICOPA

3/26/03

Authorized Signature

CHAIRMAN BOARD OF SUPERVISORS

Printed Name and Title

ATTEST:

DEPUTY Clerk of the Board 03/26/03

APPROVED AS TO FORM
this 26th day of March, 20 03
RICHARD ROMLEY
Maricopa County Attorney

By Terry E. Eckhardt
Deputy County Attorney

PEOPLESOFT USA, INC.

Authorized Signature

J. McGlothlin, Regional VP

Printed Name and Title

PeopleSoft USA, Inc.
Approved as to
Legal Form
3/03 | KZ
Date | Initials

Exhibit A
Installation of Software

1. Services to Be Provided. Provided Licensee fulfills the Licensee Obligations, PeopleSoft shall provide Licensee with the following Services:

(i) Install the Software: (a) at the one site set forth in the Schedule; (b) on the servers set forth in the completed PeopleSoft Pre-Installation Checklist; (c) in an environment that meets PeopleSoft's Hardware and Software Requirements Guidelines; and (d) in accordance with the terms and conditions of the Agreement; such that the items set forth on PeopleSoft's Post Installation Checklist can be demonstrated pursuant to PeopleSoft's Installation Verification Test. The Services include any "Required at Install" fixes and updates, as listed on PeopleSoft's Customer Connection under the category of "Updates and Fixes, Required at Install", but specifically exclude all other fixes and updates to the Software.

(ii) Provide completed Post Installation Checklist.

Except as explicitly included above, Services specifically exclude the following:

(a) Installation or configuration of fixes and updates made available after completion of the initial installation, including, without limitation, tax updates; and

(b) Installation and configuration of any software including, without limitation, operating system software, database platform software, ANSI C and Cobol compilers, Lightweight Directory Access Protocol (LDAP) software, Cognos products, Angoss, Unica, and MicroStrategy products.

2. Licensee Obligations. Licensee shall be responsible for the following ("**Licensee Obligations**"):

(i) Prepare its environment in accordance with the specifications set forth in PeopleSoft's Pre-Installation Checklist;

(ii) Complete PeopleSoft's Pre-Installation Checklist form and return it to the designated PeopleSoft contact no less than ten (10) business days prior to the planned on-site install; and

(iii) Pay travel and living expenses incurred by PeopleSoft pursuant to the provision of Services on or before that date which is thirty (30) calendar days after the provision of Services.

Notwithstanding anything to the contrary, in the event the Services provided pursuant to this Exhibit exceed the Total Hours due to failure or delay of Licensee's fulfillment of the Licensee Obligations, Licensee shall pay fees, in addition to those fees set forth herein, on a time and materials basis at the standard PeopleSoft rate in effect at the time such Services are provided per hour or portion thereof. Furthermore, notwithstanding anything to the contrary, in the event that Licensee has not fulfilled the Licensee Obligations on or before that date which is six (6) months after the Schedule Effective Date, PeopleSoft, in its sole discretion, may terminate its obligations pursuant to this Exhibit, and Licensee shall pay those Services fees incurred as of the date PeopleSoft notifies Licensee that the Services obligations pursuant to this Exhibit are terminated, based on PeopleSoft's standard rates in effect as of the Schedule Effective Date.

3. Definitions.

3.1 Services Definition. For purposes of this Exhibit only, the definition of "Services" shall be modified to include the services described herein.

3.2 Other Definitions.

"**Software**" for purposes of this Exhibit only, and notwithstanding anything to the contrary, shall mean only those software modules as delivered to Licensee, including any applicable PeopleSoft Service Packs, for which Licensee has a license granted by PeopleSoft, and for which Licensee purchased installation Services as indicated in the Schedule.

"**Total Hours**" shall mean the number of hours indicated in the Schedule, and allocated for the Services provided pursuant to this Exhibit.

3/21/03

2/19/03
03-313

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

This independent Schedule ("**Schedule**") is made as of Mar. 26, 2003 ("**Schedule Effective Date**") by and between PeopleSoft USA, Inc. ("**PeopleSoft**") and County of Maricopa ("**Licensee**"). This Schedule is part of the Software License and Services Agreement between the parties dated Mar. 26, 2003 ("**Agreement**"). Capitalized terms used herein shall have the same meaning ascribed to them in the Agreement.

1. License Grant: PeopleSoft grants to Licensee a non-exclusive, nontransferable license to: (i) use those PeopleSoft End-User Training products ("**EUT**") and PeopleSoft Self-Paced Web Based Training products ("**SPWBT**") for the Software module(s) listed below (collectively referred to as "**Materials**") and (ii) make an unlimited number of copies of the Materials only as necessary to provide end-user training solely to Licensee's employees for such Software modules; and (iii) develop only minor customizations to the EUT Materials, including upgrades and translations, to the licensed EUT Materials listed below; all subject to the terms and conditions set forth in the Agreement for such Software modules, provided all copyright notices are reproduced as provided on the original. Licensee is prohibited from reselling or distributing the Materials to any other party, or using the Materials other than as explicitly permitted in this Schedule or in the Agreement. PeopleSoft represents that the Materials contain valuable proprietary information. PeopleSoft (or its third-party Software providers) retains title to all portions of the Materials and any copies thereof or modifications thereto. Licensee shall use Materials modifications created by Licensee solely for its internal use in accordance with the terms of the Agreement. Licensee may provide access to and use of the Materials only to those third parties that: (i) provide services to Licensee concerning Licensee's use of the Materials; (ii) have a need to use and access the Materials; and (iii) have agreed to substantially similar non-disclosure obligations imposed by Licensee as those contained in the Agreement. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY MATERIALS ARE PROVIDED "AS IS" AND ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.

Materials[1]	Mfr.	Provided Copies	Fee
EUT Materials			
EUT Materials that Support HRMS Software Modules			
Human Resources Version 8.8	PeopleSoft, Inc.	1	Included
Benefits Administration Version 8.8	PeopleSoft, Inc.	1	Included
Payroll for North America Version 8.8	PeopleSoft, Inc.	1	Included
Time & Labor Version 8.8	PeopleSoft, Inc.	1	Included
Other EUT Materials			
Reporting Tools for HRMS Software Modules Version 8.8	PeopleSoft, Inc.	1	Included
SPWBT Materials			
SPWBT Materials that Support PeopleSoft Software Modules			
Using PeopleSoft- Fundamentals Version 8.8	PeopleSoft, Inc.	1	Included
Other SPWBT Materials			
SPWBT Customization Tool- Restricted Development Rev 1[2]	PeopleSoft, Inc.	1	Included
SPWBT Customization Tool- Training Rev 1[3]	PeopleSoft, Inc.	1	Included
TOTAL FEES:			**$145,616.00**

2. Payment Terms: Licensee shall pay, or cause a third party to pay, PeopleSoft one hundred percent (100%) of TOTAL FEES on or before that date which is thirty (30) calendar days after the date of PeopleSoft's invoice. Unless explicitly stated in this Schedule, all fees specified herein are non-cancelable, non-refundable and non-contingent. All fees are payable in U.S. dollars and shall be sent to the attention of PeopleSoft's Accounts Receivable Department.

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[1] All Materials are in English and support the American English global Software module functionality only, unless explicitly stated otherwise.

[2] SPWBT Customization Tool- Restricted Development shall be used by Licensee only to develop minor customizations including upgrades and translations to the licensed SPWBT Materials set forth above, provided however, Licensee shall have the right to translate to a different country language only within the associated Territory.

[3] Licensee must have a license for SPWBT Customization Tool.

3/21/03

3. Electronic Delivery of Software: Unless Licensee provides PeopleSoft with a valid tax exemption or direct pay certificate, or transaction is exempt by state law, Licensee is responsible for all taxes, duties and custom fees concerning the Software and/or services, excluding taxes based on PeopleSoft's income. PeopleSoft shall exercise commercially reasonable efforts to deliver the Software, including any updates and/or upgrades, licensed under this Schedule by transferring the Software using remote telecommunications to transfer the Software from PeopleSoft's place of business, to or through Licensee's computer, without transferring title to, or possession of any tangible personal property, such as storage media, to Licensee during the course of such Software delivery ("**Download**"). PeopleSoft's delivery of the Software via Download is conditioned upon, and subject in all respects, to each of the following:

(a) Licensee understands that if the Software is Downloaded to any location other than that identified under shipping information in this Schedule, other state sales tax may be due, and such sales tax is the sole responsibility of Licensee;

(b) Licensee further understands that, if at any time during the one (1) year period following the Schedule Effective Date, Licensee accepts delivery of the Software in the form of tangible personal property, including but not limited to any Updates to the Software delivered pursuant to PeopleSoft's provision of Support Services, the amount of sales tax or any other applicable tax or duty that would have otherwise been due upon the delivery of the Software if PeopleSoft had not delivered the Software using the Download delivery mechanism described above, will become immediately due and payable to PeopleSoft;

Licensee's technical contact for arranging and completing the Download is:

SHIPPING INFORMATION	
Contact:	Ms. Danica Bunjevic
Address:	301 W. Jefferson, Suite 420
Phoenix, AZ 85003-2157	
Phone: 602 506 8044	
Fax: 602 506 5864	
email: dabunjev@mail.maricopa.gov	

4. Hotline Support: Notwithstanding anything to the contrary, the Materials are ***not*** covered under the terms and conditions of PeopleSoft's Software Support Services program. Licensee shall be eligible to receive only hotline support for the Materials for a period of two years commencing on the Schedule Effective Date, at no additional support fee. The support phone number for the Materials is the Global Support Center phone number (1-800-477-5738).

5. Licensee Representation: Licensee represents and warrants that it has a valid license for the underlying Software module, with specific translation and/or functionality, as applicable, for which Licensee has licensed Materials.

6. Expiration of Offer: The offer set forth in this Schedule and in the Agreement is valid only through March 28, 2003, and if the Schedule and Agreement, if applicable, are not executed by such date, the offer is rescinded, and all terms are null and void.

3/21/03

7. Miscellaneous Information:

7.1 PeopleSoft Sales Manager: Frances Schreiner .
7.2 Pricing is based upon Licensee's current employee count, which is: 13,000.
7.3 Title to Physical Media: Notwithstanding anything in the Agreement to the contrary, title to the physical media for the Materials vests in Licensee upon shipment thereof to Licensee.
7.5

SHIPPING INFORMATION	BILLING INFORMATION	TRAINING ADMINISTRATOR
Contact: Ms. Danica Bunjevic	Same	Same
Address: 301 W. Jefferson		
Suite 420, Phoenix, AZ 85002-2157		
Phone: 602 506 8044		
Fax: 602 506 5864		
email: dabunjev@mail.maricopa.gov		

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Schedule and to bind their respective party thereto.

COUNTY OF MARICOPA

3/26/03
Authorized Signature

CHAIRMAN BOARD OF SUPERVISORS
Printed Name and Title

ATTEST:

DEPUTY Clerk of the Board 031903

APPROVED AS TO FORM
this 26th day of MARCH, 20 03
RICHARD ROMLEY
Maricopa County Attorney

By Terry E. Eckhardt
Deputy County Attorney

PEOPLESOFT USA, INC.

Authorized Signature

J McLoughlin Regional V.P
Printed Name and Title

PeopleSoft USA, Inc.
Approved as to
Legal Form
3/03 | KZ
Date | Initials

Maricopa County.

PeopleSoft Financial Options
March 26, 2003

The financial applications can be licensed in clusters or in total. This document details the options for licensing the Budgeting Applications; the Financial applications, the Supply Chain Applications and a group for all other applications. As ,a final option, PeopleSoft has provided the investment information for all of the Applications licensed as a bundle. The 75% discount has been applied to all options. The final option, including all applications saves the county money, as the list price of applications goes down when the County purchases more applications. Please note, for any option, PeopleSoft has assumed the County will require additional technical training and we have provided this separately. Lastly, installation applies one time and for simplicity, we have included this in the Technical option.

In all cases, the Support for the applications are assumed to be a prepay for 4 years of maintenance and Premium Support is provided at no charge until the annual renewal of the Premium Support (contracted for in the Human Resources project) comes due. At this time, the County can determine if Premium support is desired. If it were desired, the County would pay an additional charge of up to $33,000 a year (if all applications were licensed).

For purposes of this proposal, PeopleSoft has not included Fleet Maintenance or Cash Receipting applications, both of which were provided by third parties. We have, however, included additional Cognos licenses for the Budgeting applications (which are licensed through PeopleSoft). Since the Fleet Maintenance and Cash Receipting applications are licensed directly with these third parties, we believe that these applications could be researched separately.

Budgeting Applications	**327,990**
Budgeting	
Activity Based Management	
Cognos (25 named users and one server license)	51,250
First Year Cognos Maintenance	10,250
Four years of Support (@65,598 each year)	262,392
Years 5-10 of Support (8% cap for each year)	519,724
Trailing Units 150 units @ $475 each	71,250
Total	**$1,242,856**

Page 2
March 26, 2003
PeopleSoft Financial Investment

Financials	**$1,044,000**
General Ledger	
Accounts Payable	
Receivables	
Fixed Assets	
Deal Management	
Cash Management	
Financials Portal Pack	
Billing	
Four years of Support (@208,800 each year)	835,200
Years 5-10 of Support (8% cap for each year)	1,659,149
End User Training Kits (total of 10 EUT's/WBT's)	173,350
Training Units (580 units $375 each)	217,500
Financials Total	**$3,929,199**
Supply Chain Management	**836,940**
Purchasing	
eProcurement	
Strategic Sourcing	
Inventory	
ESupplier	
Supply Chain Portal Pack	
First four years of Support (@ $167,388	669,552
Years 5-10 of Support (8% cap for each year)	1,326,179
End User Training Kits	86,675
Training Units (200 units)	85,000
SCM Total	**$3,004,346**
All Others	**849,388**
Projects	
Expenses	
Contracts	
First four years of Support @ 169,878	679,512
Years 5-10 of Support (8% cap for each year)	1,345,907
End User Training Kits	69,340
Training Units (190) units @$475 each)	90,250
All Others Total	**$3,034,397**

Page 3
March 26, 2003
PeopleSoft Financials Investment

Technical (for 2 additional DBA + 2 Programmers	
90 Units at $475	42,750
Financial Reporting EUT	34,670
Installation	20,000
Total	**97,420**

If the County elects to license all of the above applications and purchase the total number of training units outlined above, the investment would be:

All PeopleSoft Applications (listed above)	$2,219,375
Cognos server and named user licenses (listed above)	51,250
Cognos Year 1 Support	10,250
First four years of Support @$443,875 per year	1,775,500
Years 5-10 of Support (8% cap per year)	3,516,735
Training Units (Total of above 1,210 @$365 each)	441,650
EUT's & WBT's (listed above)	291,228
Installation	
Grand Total:	

The savings associated with the "all in" licensing is significant and since the maintenance is 20% of the license (and flat for 4 years), the savings is even greater. Other smaller savings are associated with the training and EUT's through the "all in" option.

ORACLE USA INC, 500 ORACLE PKWY, REDWOOD SHORES, CA 94065
~~PEOPLESOFT USA INC., 4460 HACIENDA DRIVE, PLEASANTON, CA 94588~~

PRICING SHEET C70 35 06 B07000011 NIGP 20810

Terms:	NET 30
Vendor Number:	**W000004376 X**
Telephone Number:	~~650/654-9393~~ **650/506-7000**
~~Fax Number:~~	~~925/737-9393~~
Contact Person:	~~Frances Schreiner 650/654-2703~~ **Barbara Conti**
E-mail Address:	~~frances_schreiner@peoplesoft.com~~ **oracle@oracle.com**
Company Web Site:	www.peoplesoft.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **March 30, 2013**.