

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

Your Name
 Your Location

City of Long Beach
 333 W Ocean Blvd
 LONG BEACH
 CA 90802

Your Contact
 Phone Number
 Email Address

Craig Beck
 562-570-2041
 Craig.Beck@longbeach.gov

Programs and Program-Related Service Offerings

Product Description / License Type	Quantity
Oracle Utilities UPK for Customer Care and Billing, Administrative Setup (up to 4K employees and up to \$1 billion in revenue) - UPK Module Perpetual Software Update License & Support	1
Oracle Utilities UPK for Customer Care and Billing, Credit and Collections (up to 4K employees and up to \$1 billion in revenue) - UPK Module Perpetual Software Update License & Support	1
Oracle Utilities UPK for Customer Care and Billing, Rating and Billing (up to 4K employees and up to \$1 billion in revenue) - UPK Module Perpetual Software Update License & Support	1
Oracle Utilities UPK for Customer Care and Billing, Rating and Billing for Interval Data (up to 4K employees and up to \$1 billion in revenue) - UPK Module Perpetual Software Update License & Support	1
Oracle Utilities UPK for Customer Care and Billing, User Tasks (up to 4K employees and up to \$1 billion in revenue) - UPK Module Perpetual Software Update License & Support	1
User Productivity Kit Professional - UPK Developer Perpetual Software Update License & Support	2
User Productivity Kit Professional - Application User Perpetual Software Update License & Support	50

Fee Description	Net Fee
Program Fees	87,000.00
Program-Related Service Offerings Fees	19,140.00
Total Fees	106,140.00

A. Agreement and Modifications to the Agreement

1. Agreement

This order incorporates by reference the terms of the **Oracle License and Services Agreement v_051111** and all amendments and addenda thereto (the "Master Agreement"). The following defined terms in the Master Agreement shall have the same meaning as the stated terms in this order: "agreement" and "Master Agreement"; "programs" and "Programs"; "program documentation" and "Program Documentation"; "services" and "Program-related Service Offerings"/"Hardware-related Service Offerings"; "Software Updates" or "Product Support" and "Software Update License & Support"; "you/your and "You/Your.

B. Terms Specific to Program(s)

1. Delivery and Installation

a. You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.

b. Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com/exempt> the programs listed above. Through the Internet URL, you can access and electronically download to your California location the current production release as of the effective date below of the software and related program documentation for each program listed above. You shall have 60 days from the effective date of this ordering document to complete the download of the software and program documentation. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability, please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise. You agree to execute and return the attached Certificate of Electronic Delivery simultaneously with the execution and return of this ordering document.

Provided that you have continuously maintained technical support for the programs and in the licensed quantities listed above, Oracle will make available to you for electronic download the updates provided under technical support to the programs listed above.

Should you require a replacement copy of the software or program documentation, such replacement copy shall also be delivered electronically. You shall not be entitled to any replacement copy in the form of tangible media for the software or the program documentation.

You acknowledge and agree that (a) you have not received any tangible media for the programs listed above as of the effective date, (b) any rights to receive tangible media granted under the agreement shall not be applicable to or provided for the programs listed in above or any updates for these programs and (c) you are solely responsible for ensuring that tangible media is not ordered by you from Oracle for the programs listed above or any updates to these programs.

You acknowledge and agree that you have requested to receive all updates provided by Oracle under Oracle's Technical Support Services via electronic delivery and you are solely responsible for ensuring that you do not order tangible media from Oracle for the programs which you receive via electronic delivery. In the event that you order updates for delivery via tangible media shipment (i.e., shipment of CD Pack(s)), sales taxes and interest may be due and you agree to reimburse Oracle for any applicable sales taxes and interest (interest rate used will be the applicable state's rate on sales tax underpayments) related to acquisition of such updates as specified in the agreement.

2. Program Specific Terms for the Psft and JDE Product Lines

UPK Module: is defined as the functional software component described in the product documentation.

C. General Terms

1. Commencement Date

For all program licenses, the commencement date is the date of shipment of tangible media or upon the effective date of this order if shipment of tangible media is not required. The period of performance for all services for the programs is effective upon shipment of tangible media or upon the effective date of this order if shipment of tangible media is not required.

2. Territory

The Program licenses included on this order are for use in the U.S.

3. Summary of Fees

You have ordered Hardware, Programs and/or 12 months of technical support services. Listed above is a summary of net fees due under this order. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

4. Pricing Invoicing and Payment Obligation

- a. Program fees are invoiced as of the Commencement Date for the Programs.
- b. Service fees are invoiced after the performance of the service; specifically, technical support fees are invoiced quarterly in arrears.
- c. In addition to the prices listed on the order, Oracle will invoice You for any applicable freight charges or applicable taxes, and You will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.
- d. You understand that You may receive multiple invoices for the Products and Service Offerings You ordered.
- e. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.
- f. In entering into payment obligations under this order, You agree and acknowledge that You have not relied on the future availability of any Hardware, Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under this order and the Master Agreement.
- g. Provided that you comply with the delivery terms in the Delivery and Installation Section of this ordering document, Oracle shall not invoice you for sales tax pursuant to California tax law based on the net license fees and net technical support fees for the programs listed above and all updates to these programs delivered by electronic download; however, you agree to indemnify and hold Oracle harmless from and against any claims, losses, damages, costs, and expenses arising from imposition of sales tax based on the net license fees and net technical support fees listed above and any updates to these programs delivered by electronic download.

5. Segmentation

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

6. Source Code

Oracle may deliver source code as part of its standard delivery for particular Programs, operating system or integrated software; all source code delivered by Oracle is subject to the terms of the Agreement, the applicable order and the applicable Program documentation.

7. Order of Precedence

In the event of inconsistencies between the terms contained in this order and the Master Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

8. Offer Validity

By signing below, the parties agree that the agreement and this order constitute the entire agreement between the parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions, on the customer's purchase order or elsewhere, shall apply. The offer is valid through 07-NOV-2014 and shall become binding upon execution by you and acceptance by Oracle.

9. Oracle's License Definitions and Rules

A copy of Oracle's Definitions and Licensing Rules is attached hereto and incorporated by reference. To fully understand your license grant, you need to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

10. Customer Reference

Oracle may orally refer to You as a customer in sales presentations and activities. Upon written consent from You, Oracle may refer to You as a customer in written sales presentations and marketing vehicles.

City of Long Beach	Assistant City Manager	Oracle America, Inc.
Signature	<u><i>[Signature]</i></u>	Signature <u><i>[Signature]</i></u>
Name	<u>Patrick H. West</u>	Name <u>DOUGLAS W. DORRAN</u>
Title	<u>City Manager</u>	Title <u>DIRECTOR</u>
Signature Date	<u>11-11-14</u>	Signature Date <u>10/14/2014</u>
Effective Date	(to be completed by Oracle)	<u>November 17, 2014</u>

APPROVED AS TO FORM
10-29-2014
 CHARLES PARKIN, City Attorney
 By *[Signature]*
 RICHARD ANTHONY
 DEPUTY CITY ATTORNEY

Definitions and Licensing Rules:

Order Specific License Definitions and Rules

Trial Programs: are defined as additional Programs that may be included with Customer's order which Customer has not ordered but which Customer may use for trial purposes only. Customer shall have 30 days from the delivery date to evaluate these Programs. Any use of these Programs after the 30 day trial period shall require Customer to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide Technical Support or any warranties of any kind for these Programs.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

Program Documentation: is defined as the Program user manual and Program installation manuals.

Term Designation: If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing and JD Edwards Supplier Self Service programs, use by your external suppliers is included with your application user licenses. For the purposes of the Oracle Financial Services Operational Risk Solution program, employees who are just contributing information to the program via the applicable user interface shall not be counted as application users.

UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

Oracle Financing Contract: is a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under your order.

Technical Reference Manuals ("TRMs"): are Oracle's confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as you exercise to safeguard the confidentiality of your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to you "as-is" without any warranty of any kind. Upon termination, you shall cease using, and shall return or destroy, all copies of the applicable TRMs.

1 Year Subscription: A program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (<https://support.oracle.com>). For new or unsupported customers, please contact your Oracle Account Manager for this information.

You are responsible for ensuring that these restrictions are not violated:

Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*,

Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera. For those prefixes designated above with a "*" not all programs with that prefix are eligible for use with the "for Oracle Applications" limited use programs. For a list of excluded programs please review the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>. Notwithstanding anything above, Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics programs. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the following programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

Licensing Rules for Applications

You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.

Certificate of Electronic Delivery

This Certificate of Electronic Delivery is executed as of the effective date set forth below by City of Long Beach ("you") and relates to the electronic delivery of certain software programs provided by Oracle America, Inc (as successor in interest to Oracle Corporation, Inc.), hereinafter "Oracle". This Certificate of Electronic Delivery shall be governed by the terms of the **Oracle License and Services Agreement v_051111** between you and Oracle dated 26-AUG-2011 (the "agreement").

As of the date of this Certificate of Electronic Delivery, you agree that Oracle has provided you with an Internet URL through which you can download all the programs provided in the ordering document between Oracle and you dated Nov. 17, 2014 (the "ordering document"). You will have 60 days from the effective date of the ordering document to complete your download of the programs provided.

You agree that Oracle has completed all of the delivery responsibilities required by the ordering document and the agreement and no additional shipment of the programs on tangible media (CD's, Disks, Tapes, etc.) shall be provided or is required. The Effective Date of this Certificate of Electronic Delivery is November 17, 2014.

City of Long Beach

Assistant City Manager

By: *Paul Maholen*

Name: *Patrick H. West*

Title: *City Manager*

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

10-29 2014
CHARLES PARKIN, City Attorney

By *[Signature]*
RICHARD ANTHONY
DEPUTY CITY ATTORNEY