



ADDENDUM TO ORDER FORM

CA, Inc., One CA Plaza, Islandia, New York 11749, tel: +1 631 342 6000

ADDENDUM **26981**

TO ORDER FORM EFFECTIVE SEPTEMBER 30, 2007 (THE "LICENSE")

BETWEEN

CA, INC. ("CA")

AND

CITY OF LONG BEACH ("CUSTOMER")

APPROVED AS TO FORM

September 19, 2007

ROBERT E. SHANNON, City Attorney

By [Signature]
DEPUTY CITY ATTORNEY

Effective September 30, 2007, the License is amended to add the following:

1. Changes to the Order Form

A. In Section 3 "*Software Delivery*" delete all text and insert the following:

"The Licensed Program will be delivered to Customer electronically; no tangible personal property will be delivered. As of the effective date herein, software delivered via electronic download is non taxable under current California tax law. Notwithstanding the foregoing, in the event the tax laws are revised and collection of taxes are then required, Customer shall be responsible for all tariffs, duties and taxes due in accordance with local law."

B. In Section 4 "*Renewals*", delete "All renewals are automatic unless, at least thirty days prior to expiration of the current term, either Customer or CA gives written notice to the other party of its intention not to renew" and insert the following:

"Upon expiration of the then applicable maintenance term, maintenance may be renewed by Customer. CA shall provide written notice to Customer of the applicable annual renewal fees at least thirty (30) days prior to the anniversary date of the License. The parties agree and understand that CA shall be under no obligation to provide maintenance support if payment for the renewal is not received on or before the then applicable annual maintenance support expiration date."

C. In Section 4 "*Renewals*", delete the last sentence beginning with "If the applicable maintenance renewal fee under a Perpetual License..." and insert the following:

"In the event maintenance lapses or the Customer notifies CA in writing that it intends to terminate maintenance support, Customer may reinstate maintenance at a future date (i) subject to CA's then current policy for maintenance reinstatement including the applicable reinstatement fees, or as otherwise negotiated by the parties, (ii) provided maintenance is generally available for all licensees of said Licensed Program(s); and (iii) Customer pays CA's then applicable annual maintenance fees."

D. In Section 5 "*Schedule of Terms*", on lines 15 and 16 delete "New York" and insert "California"

E. A new Section 10 "*Notices*" is hereby added as follows:

"All Notices and other communications hereunder shall be written and hand delivered or mailed, first class, return receipt, to Customer and CA at their respective addresses set forth in this Order Form unless changed by similar notice. Notices shall be deemed given on the date of hand delivery or on the date stated on the return receipt."

CA Initials:

[Signature]

Page 1 of 3

Customer Initials:

[Signature]

2. Fees

For the period commencing September 30, 2007 and expiring on September 29, 2010, (the "Term") and subject to the use limitation set forth herein, the fee payable hereunder, inclusive of usage and maintenance of the Licensed Programs in Exhibit A, is \$321,450. Such fee is payable as follows:

<u>Date Due</u>	<u>Amount</u>
September 30, 2007	\$107,150
September 30, 2008	\$107,150
September 30, 2009	\$107,150

APPROVED AS TO FORM
September 17, 2007
ROBERT E. SHANNON, City Attorney
Daryl J. Anderson
DEPUTY CITY ATTORNEY

Upon expiration of the Term and subject to the authorized use set for herein, Customer's continued use of the Licensed Programs shall not require payment of any additional license fees. Notwithstanding the foregoing, continued maintenance services shall be subject to payment of CA then prevailing annual maintenance fees.

3. Fiscal Funding

Customer represents that it is a government agency or instrumentality, and that Customer has obtained all requisite approvals and authority to enter into and perform its obligations hereunder, including, without limitation, the obligation to make the initial payment or payments required to be made hereunder on the date or dates upon which such initial payment or payments may become due during Customer's current fiscal year. With respect to any subsequent payment which may be required to be made hereunder in any subsequent fiscal year of Customer, the parties acknowledge that Customer's authority to make such subsequent payment may be contingent upon appropriation to Customer by relevant government agencies or legislative authorities of funds sufficient for such purpose. If such additional sufficient funds are not so appropriated to Customer, either CA or Customer may terminate this license as of the first day of the applicable subsequent fiscal year of Customer with respect to which such sufficient funds are not made available. Customer agrees (a) not to effect such termination for the purpose of replacing the Licensed Program(s) with an equivalent product or products supplied by others and (b) to use its best efforts to obtain such sufficient funds by taking all appropriate action to effect the appropriation of such additional sufficient funds. Upon such termination, Customer shall immediately cease all use of the Licensed Program(s) and return to CA all copies of the Licensed Program and all related documentation and continue to abide by the provisions of the License Agreement relating to the confidentiality thereof.

4. Authorized Signatory

The individual signing on behalf of the City of Long Beach certifies that he/she is authorized to bind the City of Long Beach to the terms and conditions set forth herein.

5. Entire Agreement

This Addendum to Order Form and Exhibit A attached hereto, together with the Order Form and the License Agreement referenced therein, constitutes the entire agreement between CA and Customer with respect to the Licensed Programs. No alteration or modification to this Addendum will be valid unless made in writing and signed by both parties.

CA, Inc.

Signed: _____

Name: _____

Title: _____

Date: _____

Gregory Sirodusa
Revenue Manager

9-12-07

City of Long Beach

Signed: _____

Name: _____

Title: _____

Date: _____

Anthony W. Batts
City Manager

9/24/07

CA Initials: _____

AS

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Customer Initials: _____

AWB

September 17, 2007

ROBERT E. SHANNON, City Attorney

By Angie Anderson
DEPUTY CITY ATTORNEY

Exhibit A

Licensed Programs	Designated CPU*	Operating System
UNICENTER CA-DISPATCH OUTPUT MANAGEMENT	IBM Multiprise 7060 H50 S/N #0104A	MVS
BRIGHTSTOR CA-1 TAPE MANAGEMENT	IBM Multiprise 7060 H50 S/N #0104A	MVS
UNICENTER CA-SPOOL PRINT MANAGEMENT	IBM Multiprise 7060 H50 S/N #0104A	MVS
UNICENTER CA-SPOOL PRINT MGMT INTERFACE FOR MAS	IBM Multiprise 7060 H50 S/N #0104A	MVS
UNICENTER CA-SPOOL PRINT MGMT INTERFACE FOR NJE	IBM Multiprise 7060 H50 S/N #0104A	MVS
UNICENTER CA-SPOOL PRINT MGMT OPTION FOR VPI	IBM Multiprise 7060 H50 S/N #0104A	MVS
UNICENTER TPX SESSION MGMT DATA COMPRESSION OPTION	IBM Multiprise 7060 H50 S/N #0104A	MVS
UNICENTER TPX SESSION MGMT	IBM Multiprise 7060 H50 S/N #0104A	MVS
BRIGHTSTOR CA-DISK BACKUP AND RESTORE	IBM Multiprise 7060 H50 S/N #0104A	MVS
UNICENTER CA-MIA TAPE SHARING	IBM Multiprise 7060 H50 S/N #0104A	MVS
UNICENTER CA-7 JOB MANAGEMENT	IBM Multiprise 7060 H50 S/N #0104A	MVS
UNICENTER CA-SPOOL PRINT MGMT INTERFACE FOR HP LASER	IBM Multiprise 7060 H50 S/N #0104A	MVS
UNICENTER CA-SPOOL PRINT MGMT INTERFACE FOR NATURAL	IBM Multiprise 7060 H50 S/N #0104A	MVS
UNICENTER CA-SPOOL PRINT MGMT INTERFACE FOR PSF	IBM Multiprise 7060 H50 S/N #0104A	MVS
UNICENTER TPX SESSION MGMT ACLE OPTION	IBM Multiprise 7060 H50 S/N #0104A	MVS
UNICENTER TPX SESSION MGMT MAILBOX OPTION	IBM Multiprise 7060 H50 S/N #0104A	MVS
ADVANTAGE VISION: RESULTS	IBM Multiprise 7060 H50 S/N #0104A	MVS

*Customer is authorized to install and use the Licensed Programs on any Customer owned or leased single mainframe CPU with a hardware group rating of 60 or less. Upon written notice to CA, Customer may, at no additional fees, change the designated CPU set forth above to any other Customer owned or leased Group 60 or less CPU running under the MVS operating system.

CA Initials:



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Customer Initials:





CA, Inc.
One CA Plaza, Islandia, New York 11749
tel: +1 631 342 6000 www.ca.com

ORDER FORM

Customer Name: City of Long Beach and Address: 333 W. Ocean Blvd, Long Beach, CA 90802-4664						
Agreement Type referenced: License Agreement and No.: 588486			2 nd Agreement Type referenced: (if applicable) and No.:			
Customer No.: 43011 and Installation/Service Site Address: (if different from above)						
Customer Technical Contact: Name: Email: Phone:						
Customer Shipping Contact Name: (if different from above) Address: 333 W. Ocean Blvd, Long Beach, CA 90802-4664 Email: and Phone:						
Billing Name: (if third party payor)						
Billing Contact Name: Address: 333 W. Ocean Blvd, Long Beach, CA 90802-4664 Email: and Phone:						
Effective Date: September 30, 2007		End Date: September 29, 2010				
P.O. Number: (if required)			Type of Software License : (Perpetual/Subscription/UMF or other) Perpetual			
Addendum Attached for Licensed Programs: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			Total number of attachments for Services/Education:			
Total Fee for all Licensed Programs and all Services or Education listed below: \$ payable as follows:						
Payment Schedule	Due Date	Amount Due		Payment Schedule	Due Date	Amount Due
Payment One:	September 30, 2007	\$ 107,150		Payment Two:	September 30, 2008	\$ 107,150
Payment Three:	September 30, 2009	\$ 107,150		Payment Four:		\$
Payment Five:		\$		Payment Six:		\$
List any Services or Education below. An attachment to this Order Form describing each Service or Education ordered below is required.						
CA Contract No. (CA Internal use only)	Service/Education		Material No.	Quantity	Unit Price	Price (Net of Taxes and Expenses)
					\$	\$
					\$	\$
Total						\$
List any Licensed Program below. If an addendum for Licensed Programs is attached, please check the yes box above.						
CA Contract No. (CA Internal use only)	Licensed Program(s)	Shipment Required (Yes/No)	Authorized Use Model			Price (Net Of Taxes)
	***See Attached Addendum		Use Model (Tier/User/etc.)	Operating System	CPU Serial No. (Mainframe Only)	\$
						\$
						\$
						\$
						\$
Total						\$ 321,450

Each of the undersigned has read the Terms and Conditions that follow and is duly authorized to bind their respective party below.

CA, Inc.

Signed:

Name:

Title:

Date:

Gregory Siragusa
Revenue Manager

9-12-07

CUSTOMER

Signed:

Name:

Title:

Date:

Anthony W. Batts
City Manager

9/24/07

APPROVED AS TO FORM

September 17, 2007

ROBERT E. SHANNON, City Attorney

Shirley J. Anderson
CITY ATTORNEY



Terms and Conditions

1. TYPE OF SOFTWARE LICENSE

A Perpetual License is defined as: perpetual use of the Licensed Program as provided herein, with maintenance from the Effective Date until the End Date provided above. Thereafter, continued maintenance shall be subject to annual payment of CA's then prevailing maintenance fee. No license is perpetual unless all applicable license fees are paid in full.

A UMF License is defined as: usage and maintenance of the Licensed Program as provided herein from the Effective Date until the End Date provided above. Thereafter, continued usage and maintenance will be subject to annual payment of CA's then prevailing usage and maintenance fee.

A Subscription License is defined as: usage and maintenance of the Licensed Program as provided herein from the Effective Date until the End Date provided above. Thereafter, this license will be renewed on the same terms and conditions, subject to payment of CA's then prevailing subscription fee.

2. NEW PRODUCT

In addition to and separate from unspecified upgrades and enhancements to be provided as maintenance under the initial term of this Order (together with any extension(s) or renewal(s) thereof, the "Term"), in the event CA develops a new release of a Licensed Program that it designates and makes generally available as a new product (typically containing new function in addition to or different from existing functionality, a "New Product"), then upon CA's receipt of Customer's written request and without additional charge, such currently unspecified New Product shall be made available for use by Customer during the Term, on the same basis as applies to such Licensed Program, even if CA then determines to charge a separate license fee for the New Product to CA's other customers.

3. SOFTWARE DELIVERY

Any Licensed Program identified above with a "NO" under the heading above entitled "Shipment Required" was previously delivered to Customer by CA and therefore will not be delivered to Customer at this time. Licensed Programs identified with a "Yes" under such heading will be delivered to Customer upon execution of this Order. The Licensed Program shall be delivered to Customer, either by electronic delivery or in tangible media F.O.B. Point of Shipment to the shipping address identified above, as CA deems appropriate.

4. RENEWALS

All renewals are automatic unless, at least thirty days prior to expiration of the current term, either Customer or CA gives written notice to the other party of its intention not to renew. If the applicable maintenance renewal fee under a Perpetual License is not paid, reinstatement may be subject to a charge equal to 150% of the then prevailing maintenance fee, multiplied by the number of whole and partial years since such expiration.

5. SCHEDULE OF TERMS

The Customer may also be referred to as Licensee or Client. License fees and renewal fees are specific to the usage and the maintenance of the Licensed Program as expressly authorized by CA in writing. The right to use or benefit from the Licensed Program extends to any majority-owned subsidiary of Customer provided such subsidiary agrees to comply with the terms of the referenced Agreement and this Order Form. Unless the parties agree otherwise in writing, use of the Licensed Program is restricted to the internal operations of the Customer and any such subsidiary for the processing of their own data. Any proposed change in any of the foregoing, including use of the Licensed Program following a change of control of Customer or of Customer's business, shall be subject to CA's prior written consent and payment of all applicable fees. Customer shall furnish to CA such documentation and access to its facilities as CA may reasonably request from time to time to verify compliance with this document. All fees and charges are payable within thirty (30) days of date of invoice. All fees are net of applicable taxes. The terms of this Order are confidential. Subject to applicable law, Customer shall not disclose any of such terms (including those relating to pricing and authorized use) to any person or entity other than Customer's employee's, contractors, auditors, and attorneys who have a need to know such information in connection with their performance of services for Customer. Any invoice that is unpaid by Customer when due may be subject to an interest charge equal to the lower of 1.5% per month, or the highest applicable legal rate. Customer shall observe all relevant import and export laws and regulations, including, but not necessarily limited to, the regulations of the US Department of Commerce. The Licensed Program may contain third party software. Any such software is subject to the terms and conditions governing its use that are presented to, and accepted by, Customer during the installation of the Licensed Program. This agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its choice of law provisions. Any dispute hereunder shall be determined by a court of competent jurisdiction within the laws of the State of New York. All notices, invoices and other communications hereunder shall be delivered to Customer and CA at their respective address set forth in this Order Form, unless changed by similar notice.

6. USE UPGRADE

Customer's use of the Licensed Program may be expanded beyond that authorized herein upon prior written notice to CA and payment of CA's then applicable fees. The then current expiration date shall still apply after such upgrade. All applicable upgrade fees and adjustments to the license fees and applicable maintenance fee for an upgraded license shall be determined in accordance with CA's then prevailing policy and prices.

7. PURCHASE ORDERS

The terms and conditions contained on any purchase order or other standard pre-printed form issued by the Customer shall be of no force and effect, even if such order is accepted by CA. In no event shall CA's acknowledgement, confirmation or fulfillment of such order, either in writing or by the delivery of the software or performance of services, constitute or imply CA's acceptance of any terms or conditions contained on a Customer's form.

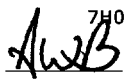
8. ORDER OF PRECEDENCE

Any conflict among the provisions of this Order Form, an addendum hereto, and any other agreement shall be resolved according to the following order of precedence: (1) addendum to Order Form; (2) this Order Form; (3) applicable software and/or services agreement(s) as may be amended.

9. SERVICES

Customer acknowledges that the Services to be performed pursuant to this Order will not customize or alter the value or functionality of the Licensed Programs licensed by Customer from CA under this Order or any separate license agreement and no development activity will be included as part of the Services activity nor are the Services activity pursuant to this Order necessary to Customer to enjoy the full benefits of the Licensed Program's intended features and functions. Payment of any license fee and/or maintenance fee due under any license for the Licensed Programs between Customer and CA are not contingent upon the performance by CA of the Services under this Order. The fee for Services identified on this Order is exclusive of applicable taxes, tariffs and travel and out of pocket expenses incurred by CA or its subcontractors in the performance of the Services under this Order which the Customer hereby agrees to pay.

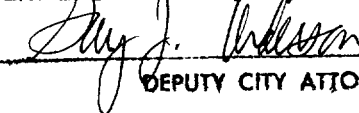
CA 

Customer  7H07142232SHEJU02

APPROVED AS TO FORM

September 17, 2002

ROBERT E. SHANNON, City Attorney


DEPUTY CITY ATTORNEY



AMENDMENT NUMBER TWO

AMENDMENT NUMBER TWO
TO ORDER FORM AND ADDENDUM
EFFECTIVE SEPTEMBER 29, 2000 (THE "LICENSE")
BETWEEN

CA, INC. F/K/A COMPUTER ASSOCIATES INTERNATIONAL, INC. ("CA")

AND

CITY OF LONG BEACH ("LICENSEE")

APPROVED AS TO FORM.

September 17, 2007

ROBERT E. SHANNON, City Attorney

[Signature]
DEPUTY CITY ATTORNEY

Effective September 30, 2007, the License is amended as follows:

1. License Termination

Except for the Active/No Maintenance Licensed Programs listed under Exhibit A Section II of Amendment Number One to the License effective September 29, 2003, the licenses respecting use of the Licensed Programs are hereby terminated (the "Terminated Licenses"), subject to the following:

- (i) Licensee shall continue to abide by the provisions of the License relating to the confidentiality of the Terminated Licenses and Licensee shall stop all use of the Terminated Licenses.
- (ii) The parties agree that the Terminated Licenses will be re-licensed to Licensee under separate license documents. Therefore, as of the effective date herein, Licensee shall have deleted all copies of the Terminated Licenses and all related documentation from all computer libraries and storage devices until such time as the Terminated Licenses are re-licensed and re-delivered to Licensee.
- (iii) Nothing herein shall affect Licensee's obligation to pay any outstanding License Fee and maintenance fees as provided in the License.
- (iv) The terms and conditions of this Amendment Number Two are contingent upon Licensee's execution of the new Order Form and Addendum effective September 30, 2007.
- (v) The licensing terms for the Active/No Maintenance Licensed Programs shall remain in full force and effect.

2. Entire Agreement

This Amendment Number Two, together with the License, Amendment Number One to the License effective September 29, 2003 and Second Addendum to License Agreement No.26981 (a/k/a Amendment Number One to the License effective September 30, 2004), constitutes the entire agreement between CA and Licensee with respect to the License. No alteration or modification of this Amendment Number Three will be valid unless made in writing and signed by the parties. Except as expressly provided herein, the terms of the License shall remain in full force and effect.

CA, INC.

Signed: [Signature]

Name: Gregory Siragusa

Title: Revenue Manager

Date: 9-12-07

CITY OF LONG BEACH

Signed: [Signature]

Name: Anthony W. Batts

Title: City Manager

Date: 9/24/07

