

City of Long Beach

33862

Transaction Document No. 23 to Master Purchase Agreement No. 33862

Oracle America, Inc. ("Oracle") and the City of Long Beach ("Buyer") enter this Transaction Document pursuant to the terms and conditions of Master Purchase Agreement No. 33862 (Oracle reference: County of Los Angeles Agreement MA-IS-1540029-1), wherein Buyer will purchase from Oracle and Oracle will sell to Buyer the products and services specified in Exhibit A in the amount of \$422,608.00, due in 60 days the date of invoice as provided in Exhibit A.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date last stated below.

Oracle America, Inc.

\_\_\_\_\_, 2023

By [Signature]

Officer's Title Contract Manager

August 23<sup>rd</sup>, 2023

By [Signature]

Officer's Title Contract Specialist

"Oracle"

CITY OF LONG BEACH

August 24, 2023

By [Signature]  
City Manager

"Buyer" EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

This Transaction Document No. 23 is hereby approved as to form on  
August 24, 2023.

DAWN MCINTOSH, City Attorney

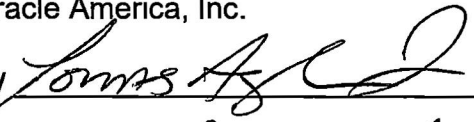

By [Signature]  
Deputy City Attorney

# City of Long Beach

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date last stated below.

_____, 2023	Oracle America, Inc. By <u></u> Officer's Title <u>Contract Manager</u>
<u>August 23<sup>rd</sup></u> , 2023	By <u></u> Officer's Title <u>Contract Specialist</u>
	"Oracle"
	CITY OF LONG BEACH
_____, 2023	By _____ City Manager
	"Buyer"

This Transaction Document No. 23 is hereby approved as to form on \_\_\_\_\_, 2023.

DAWN MCINTOSH, City Attorney

By \_\_\_\_\_  
Deputy City Attorney

ORACLE

## ORDERING DOCUMENT

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

<b>Name</b>	City of Long Beach	<b>Contact</b>	Rob Centeno
<b>Address</b>	411 W Ocean Blvd 7th Floor Long Beach CA 90802	<b>Phone Number</b>	(562)-570-5553
		<b>Email Address</b>	rob.centeno@longbeach.gov

Programs and Program-Related Service Offerings				
Item	Part Number	Description / License Type	Quantity	Net Fee
1.0	A90611	Oracle Database Enterprise Edition - Processor Perpetual	16	273,600.00
1.1		Software Update License & Support		60,192.00
2.0	A90649	Oracle Diagnostics Pack - Processor Perpetual	16	43,200.00
2.1		Software Update License & Support		9,504.00
3.0	A90650	Oracle Tuning Pack - Processor Perpetual	16	29,600.00
3.1		Software Update License & Support		6,512.00
Program-Related Technical Support Fees				76,208.00
<b>Total Programs and Program-Related Service Offerings Fees</b>				<b>422,608.00</b>

Fee Description	Net Fee
Program Fees	346,400.00
Program-Related Service Offering Fees	76,208.00
<b>Total Fees</b>	<b>422,608.00</b>

## **A. Agreement and Modifications to the Agreement**

### **1. Agreement**

a. This order incorporates by reference the terms of the Government Master Agreement US-GMA-270549 (33862) and all amendments and addenda thereto (the "Master Agreement"). The defined terms in the Master Agreement shall have the same meaning in this order unless otherwise specified herein.

### **2. Applicable Schedule(s)**

a. Programs and Program-Related Service Offerings are governed by Schedule P - Program.

## **B. General Terms**

### **1. Summary of Fees**

- a. Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars.
- b. You have ordered Hardware and/or Programs and 1 year of technical support services.
- c. Technical support fees are Invoiced Quarterly in Arrears.

### **2. Technical Support**

a. Oracle Software Support acquired on this order may be renewed annually and, if You renew the same Oracle Software Support for the same number of licenses for the same Programs, for the first and second renewal years, the technical support fee will not increase by more than 8% over the prior year's fees. This contractual cap for technical support fees does not apply to services specifically excluded from cap protection in the Oracle Software Technical Support Policies.

### **3. Territory**

a. The Program licenses included on this order are for use in the United States.

### **4. Delivery and Installation**

a. 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/> the Programs listed in the Programs and Program-Related Service Offerings section of this order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation under the applicable order, electronic download or otherwise.

Provided that You have continuously maintained technical support for the Programs for the licensed quantities listed in the Programs and Program-Related Service Offerings section of this order, 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) as of the effective date of this order, You have not received any tangible media for the Programs listed in the Programs and Program-Related Service Offerings section of this order, (b) any rights to receive tangible media granted under the Master Agreement shall not be applicable to or provided for the Programs listed in the Programs and Program-Related Service Offerings section of this order or for any updates to these Programs, (c) You have requested to receive via electronic delivery all updates for the Programs listed in the Programs and Program-Related Service Offerings section of this order that are provided by Oracle under Oracle's technical support services, and (d) You are solely responsible for ensuring that You do not order tangible media from Oracle for the Programs which You receive via electronic delivery or for any updates to these Programs.

In the event that You order updates for delivery via tangible media shipment (e.g., 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 (the interest rate used will be the applicable state's rate on sales tax underpayments) related to acquisition of such updates (as specified in the Master Agreement).

### **5. Effective Date**

a. If accepting this order electronically, the effective date of this order is the date You click to accept the order. If accepting this order via E-sign, the effective date of this order is the date You adopt and sign. If accepting this order via Download and Sign, the effective date is the date you return the document to Oracle. Otherwise, the effective date is the last signed date stated below.

### **6. Pricing Invoicing and Payment Obligation**

a. Provided that You comply with the delivery terms in the Delivery and Installation section of this order, in those jurisdictions that exempt from sales or use taxes electronically downloaded software, Oracle will not invoice You for those taxes based on the net license fees and net technical support fees for the Programs listed in the Programs and Program-Related Service Offerings section of this order delivered via electronic download and for all updates to these Programs delivered via electronic download.

### **7. Fees**

a. All fees under this order shall be due and payable net 60 days from date of invoice; all fees shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

### 8. Order of Precedence

a. 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.

### 9. Definitions and Rules

a. This order incorporates by reference the terms of the License Definitions and Rules Booklet v061123 which may be viewed at <http://www.oracle.com/contracts>. To fully understand Your order, You need to review the applicable metric definitions, term designation and rules.

### 10. Offer Validity

a. This order is valid through 31-Aug-2023, and shall become binding upon execution by You and acceptance by Oracle.

City of Long Beach	Oracle America, Inc.
Signature <u>Linda F. Tatum</u>	Signature <u>Tomas Aguilera Jr</u>
Name <u>LINDA F. TATUM</u>	Name <u>Tomas Aguilera Jr</u>
Title <u>ASST. CITY MANAGER</u>	Title <u>Contract Manager</u>
Signature Date <u>8-24-2023</u>	Signature Date <u>23-AUG-2023</u>

APPROVED AS TO FORM

BILL TO / SHIP TO INFORMATION

August 24, 2023

By DAVID M. CUSTOSH, City Attorney

Bill To  
Customer Name City of Long Beach  
ERIN WEESNER-MCKINLEY  
DEPUTY CITY ATTORNEY  
Customer Address 411 W Ocean Blvd  
7th Floor  
Long Beach CA  
90802

Contact Name Rob Centeno  
Contact Phone (562)-570-5553  
Contact Email rob.centeno@longbeach.gov

Ship To  
Customer Name City of Long Beach  
Customer Address 411 W Ocean Blvd  
7th Floor  
Long Beach CA  
90802  
Contact Name Rob Centeno  
Contact Phone (562)-570-5553  
Contact Email rob.centeno@longbeach.gov