

**33862**  
**City of Long Beach**

**Transaction Document No. 9 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 specified in Exhibit A in an amount not to exceed \$485,072 plus applicable taxes, if any.

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.

07 Aug, 2019

By [Signature]

Officer's Title NAMER, License Mgr

07 Aug, 2019

By [Signature]

**Tom Modica**  
**Assistant City Manager**

Officer's Title Manager, Devl Mgt.

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

"Oracle"

8/9/, 2019

CITY OF LONG BEACH

By [Signature]  
City Manager

"Buyer"

This Transaction Document No. 9 is hereby approved as to form on  
August 8, 2019.

CHARLES PARKIN, City Attorney

By [Signature]  
for Amy R. Webber  
Deputy City Attorney



## Exhibit A

**ORDERING DOCUMENT**

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

|                |  |                      |                           |
|----------------|--|----------------------|---------------------------|
| <b>Name</b>    | City of Long Beach                         | <b>Contact</b>       | Lea Eriksen               |
| <b>Address</b> | 333 W OCEAN BLVD<br>LONG BEACH CA<br>90802 | <b>Phone Number</b>  | +1 (516) 570-6450         |
|                |  | <b>Email Address</b> | lea.eriksen@longbeach.gov |

| Programs and Program-Related Service Offerings      |             |  |          |            |
|---|-------------|--|----------|------------|
| Item  | Part Number | Description / License Type                             | Quantity | Net Fee    |
| 1.0   | A90619      | Oracle Real Application Clusters - Processor Perpetual | 32       | 257,600.00 |
| 1.1   |             | Software Update License & Support                      |          | 56,672.00  |
| 2.0   | A90649      | Oracle Diagnostics Pack - Processor Perpetual          | 32       | 84,000.00  |
| 2.1   |             | Software Update License & Support                      |          | 18,480.00  |
| 3.0   | A90650      | Oracle Tuning Pack - Processor Perpetual               | 32       | 56,000.00  |
| 3.1   |             | Software Update License & Support                      |          | 12,320.00  |
| Programs and Program-Related Service Offerings Fees |             |  |          | 485,072.00 |

| Fee Description                        | Net Fee    |
|--|------------|
| Program Fees                           | 397,600.00 |
| Software Update License & Support Fees | 87,472.00  |
| Total Fees                             | 485,072.00 |

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

### **1. Agreement**

a. This order incorporates by reference the terms of Master Purchase Agreement No. 33862 dated 26-May-2015 between Oracle America, Inc. and the City of Long Beach (Oracle reference: County of Los Angeles Agreement MA-IS-1540029-1; Oracle Agreement Name US-GMA-270549 (33862)), including all amendments and addenda thereto (the "Agreement"). The defined terms in the Agreement shall have the same meaning as the stated terms in this order.

## **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 and are exclusive of any applicable shipping charges or applicable taxes.

b. You have ordered Hardware and/or Programs and 1 year of technical support services.

### **2. Territory**

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

### **3. 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/> the programs listed above. Through the Internet URL, you may access and electronically download to the location indicated in this order the current production release (i.e., as of the effective date of this order) of the software and related program documentation for each program listed above. 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 order, electronic download or otherwise.

Provided that you have continuously maintained technical support for the programs for 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) as of the effective date of this order, you have not received any tangible media for the programs listed above, (b) any rights to receive tangible media granted under the Agreement shall not be applicable to or provided for the programs listed above or for any updates to these programs, (c) you have requested to receive via electronic delivery all updates for the programs listed above 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 Agreement).

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

a. 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, (i) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (ii) the preceding sentence does not change the rights granted to you under this order and the Agreement.

b. 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>.

c. License fees are invoiced as of the commencement date. Service fees are invoiced after performance of the service; specifically, technical support fees for the initial year of technical support are invoiced quarterly in arrears from the commencement date. All renewals for technical support services will reflect Oracle's standard billing terms, annually in advance.

d. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.

e. You understand that you may receive multiple invoices for the Products and Service Offerings you ordered.

f. 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 above delivered via electronic download and for all updates to these programs delivered via electronic download.

## **5. 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 09-AUG-2019 and shall become binding upon execution by you and acceptance by Oracle.

## **6. Order of Precedence**

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

## **7. License Definitions and Rules**

This order incorporates by reference the terms of the License Definitions and Rules v061119 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.

## **8. Segmentation**

The purchase of any products (i.e., hardware (including integrated software and operating system) and programs) and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any products and related Service Offerings or other Service Offerings independently of any other products or Service Offerings. Your obligation to pay for (a) any products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other products or (b) other Service Offerings is not contingent on delivery of any products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

## **9. 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.

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

City of Long Beach

Signature

Name

Title

Signature Date

Effective Date

(to be completed by Oracle)

Oracle America, Inc.

Signature

Name

Title

Signature Date

BILL TO / SHIP TO INFORMATION

Bill To

Customer Name

City of Long Beach

Customer Address

333 W OCEAN BLVD  
LONG BEACH CA  
90802

Contact Name

Lea Eriksen

Contact Phone

+1 (516) 570-6450

Contact Email

lea.eriksen@longbeach.gov

Ship To

Customer Name

City of Long Beach

Customer Address

333 W OCEAN BLVD  
LONG BEACH CA  
90802

Contact Name

Lea Eriksen

Contact Phone

+1 (516) 570-6450

Contact Email

lea.eriksen@longbeach.gov

APPROVED AS TO FORM  
August 8, 2019  
CHARLES PARKIN, City Attorney  
By Gary J. Anderson  
GARY J. ANDERSON  
PRINCIPAL DEPUTY CITY ATTORNEY