

29130 City of Long Beach

Transaction Document No. 1 to Master Purchase Agreement No. 29130

Oracle USA, Inc. ("Oracle") and the City of Long Beach ("Buyer") enter this Transaction Document pursuant to the terms and conditions of Master Purchase Agreement No. 29130 (Oracle reference: 41974/OLSA-1017086-15-APR-2003), wherein Buyer will purchase from Oracle and Oracle will sell to Buyer the products specified in Exhibit A in an amount not to exceed \$18,300. Services shall be delivered in a non-taxable format.

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.

11/17, 2005
Oracle USA, Inc.
By [Signature]
Officer's Title MANAGER OF CONTRACTS

_____, 2005
By _____
Officer's Title _____

"Oracle"

CITY OF LONG BEACH

11.28, 2005
By [Signature]
City Manager

"Buyer"

This Transaction Document No. 1 is hereby approved as to form on

11/21, 2005.

ROBERT E. SHANNON, City Attorney

By [Signature]
Donna F. Gwin
Senior Deputy City Attorney

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Oracle Trans Doc 1

Exhibit A

ORACLE ORDERING DOCUMENT

Customer Name CITY OF LONG BEACH
Customer Location 333 W. Long Beach Blvd
12th Floor
LONG BEACH
CA 90802

ORACLE CONTRACT INFORMATION
Agreement Government Master Agreement 41974/OLSA-1017086-15-APR-2003
Agreement Name OLSA-1017086-15-APR-2003
This Ordering Document incorporates by reference the terms of the Agreement specified above ("Agreement").

A. PROGRAMS AND SERVICES

Customer hereby orders the Program licenses and Services described herein for use in the U.S., unless otherwise specified.
All fees on this Ordering Document are in US Dollars

CSI 14464467

Product Description / License Type	Quantity	List Fee	Discount %	Net Fee
Internet Application Server Enterprise Edition - Named User Plus Perpetual	40			
License		24,000.00	50	12,000.00
Software Update License & Support		5,280.00	50	2,640.00
Oracle Database Standard Edition - Named User Plus Perpetual	20			
License		6,000.00	50	3,000.00
Software Update License & Support		1,320.00	50	660.00

	List Fee	Discount %	Net Fee
License Fees	30,000.00	50	15,000.00
Support Fees	6,600.00	50	3,300.00
Net Fees			18,300.00
Total Fees			18,300.00

B. General Terms

1 Technical Support

Technical Support consists of annual Technical Support services Customer may have ordered. Fees for Technical Support are due and payable quarterly in arrears. Technical Support acquired under this Ordering Document shall be for a period of 12 months. Technical Support is effective upon the Effective Date of this Ordering Document.

2 Miscellaneous

Customer acknowledges that Oracle has delivered to the Customer Location, 1 copy of the software media and 1 set of Documentation (in the form generally available) for each Program listed in Section A that is currently available in production release as of the Effective Date of this Ordering Document. Some Programs may also include any source code Oracle may provide as part of its standard shipment of such Programs, which source code shall be governed by the terms of the Agreement. Customer shall be responsible for installation of the software. All fees due under this Ordering Document shall be non-cancellable and the sums paid nonrefundable, except as provided in the Agreement. Customer agrees to pay applicable media and shipping charges. Provided Customer continuously maintains Technical Support, additional CD Packs for the Programs provided under this Ordering Document may be ordered through the Oracle Store at the standard CD Pack price. If Customer loses or damages the media containing a Program licensed hereunder, upon Customer's written notice Oracle will provide a replacement copy thereof, under Oracle's then-current Technical Support policies, for a media and shipping charge. The following shipping terms shall apply: FCA Shipping Point, Prepaid, and Add. These terms shall also apply to any options exercised by Customer.

Additional Programs may be included with Customer's order 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.

The Program licenses provided in this Ordering Document are offered separately from any other proposal for consulting services Customer may receive or has received from Oracle and do not require Customer to purchase Oracle's consulting services. Customer agrees that Customer has not relied on the future availability of any Programs or releases in entering into the payment obligations in this Ordering Document.

C. Other

1 Pricing Pursuant to Price Hold

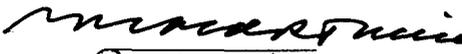
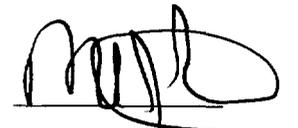
The pricing under this Ordering Document is granted pursuant to the price hold discounts contained in the Ordering Document between Customer and Oracle dated May 25,2005.

2 Customer Reference

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

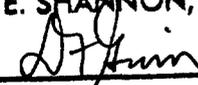
Contract Administrator	CITY OF LONG BEACH	Technical Contact	CITY OF LONG BEACH
Location	333 W. Long Beach Blvd 12th Floor LONG BEACH CA 90802	Location	333 W. Long Beach Blvd 12th Floor LONG BEACH CA 90802
Contact	Karen Li	Contact	Karen Li
Phone	562-570-6294	Phone	562-570-6294
Email Address	Kali@ci.long-beach.ca.us	Email Address	Kali@ci.long-beach.ca.us

By signing below, Customer and Oracle agree that the Agreement and this Ordering Document constitute the entire agreement between Customer and Oracle 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. This Ordering Document shall become binding upon execution by Customer and acceptance by Oracle. This Ordering Document Effective Date is _____ (to be completed by Oracle). If this Ordering Document is not signed by Customer on or before November 30, 2005, the fees and terms set forth herein may be subject to change at Oracle's discretion ("Offer Validity Period").

CITY OF LONG BEACH		ORACLE USA, INC.	
Signature		Signature	
Name	Gerald R. Miller	Name	MARK TUTTLE
Title	City Manager	Title	CONTRACTS MANAGER
Signature Date	11.28.05	Signature Date	4/17/2005
Effective Date	(to be completed by Oracle)		

APPROVED AS TO FORM

11/21, 20 05

 ROBERT E. SHANNON, City Attorney
 BY  _____
 SENIOR DEPUTY CITY ATTORNEY



License Definitions and Rules

To fully understand Customer's license grant, Customer needs to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

Definitions and License Metrics

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle Programs.

Collaboration Program User: is defined as an individual authorized by Customer to use the 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. For the purposes of counting and licensing the number of Real Time Collaboration users, a Collaboration Program User within Customer's company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to Customer's company and attending a web conference are not required to be licensed.

Computer: is defined as the computer on which the Programs are installed. A Computer license allows Customer to use the licensed Program on a single specified computer.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

Federated Link: is defined as a one-to-one pairing between a source domain and a destination domain. A source domain is the point of origin for a request. A destination domain contains the resource that users from source domains want to access. One source domain might have many pairings with different destination domains and one destination domain might have many pairings with different source domains. Each and every pairing is a federated link.

Hosted Named User: is defined as an individual authorized by Customer to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Implementation Services, Packaged Methods, Architecture Services, Accelerator Services, Assessment Services and Workshops

Each Implementation Service, Packaged Method, Architecture Service, Accelerator Service, Assessment Service and Workshop is provided subject to the statement of obligation for that particular offering and Oracle's consulting services policies. Oracle's consulting services policies may be accessed at: <http://oracle.com/contracts>, and are subject to change.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at <http://www.oracle.com/education> under the terms specified therein. Learning Credits may only be used to acquire products and services at the list price in effect at the time Customer orders the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when Customer orders the relevant product or service. The list price will be reduced by applying the discount specified above. Notwithstanding anything to the contrary in the previous three sentences, Learning Credits may also be used to pay taxes, materials and/or expenses related to Customer's order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning Credits are valid for a period of 12 months from the date Customer's order is accepted by Oracle, and Customer must acquire products and must use any acquired services prior to the end of such period.

Customer may only use Learning Credits in the country in which Customer acquired them, may not use them as a payment method for additional Learning Credits, and may not use different Learning Credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning Credits are non-transferable and non-assignable. Customer may be required to execute standard Oracle ordering materials when using Learning Credits to order products or services.

Named User Plus: is defined as an individual authorized by Customer 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. A non human operated device will be counted as a Named User Plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. Customer is responsible for ensuring that the Named User Plus per Processor minimums are maintained for the Programs contained in the user minimum table in the Licensing Rules section; the minimums table provides for the minimum number of Named Users Plus required and all actual users must be licensed.

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

Oracle University Knowledge Center Service: is defined as a web based learning environment hosted by Oracle that provides on demand access to either an individual Oracle University training course ("Online Course") or to all of the Oracle University training courses available on the Knowledge Center website ("Passport"). The Oracle University Knowledge Center service is available at <http://www.oracle.com/education/oukc/>, and is made available to Customer subject to the terms of the Agreement and Oracle University's Online Hosting Access Policies, which are located at http://www.oracle.com/education/oukc/hosting_policies.html and may be updated by Oracle from time to time without notice to Customer. Online Courses are made available on a named user basis, and the Passport is made available on a membership basis. In the event that any Oracle Programs are made available for download as part of the service, then use of such Programs is subject to the terms of the Agreement. If you acquire the Oracle University Knowledge Center service, the term shall be one year from the Effective Date of Customer's order. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT THE ORACLE UNIVERSITY KNOWLEDGE CENTER SERVICE WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.**

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by Customer's internal users (including agents and contractors) and by Customer's third party users. For the purpose of counting the number of processors which require licensing, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a factor of .75. All fractions of a number are to be rounded up to the next whole number. For example, a multicore chip with 11 cores would require a 9 processor license (11 multiplied by a factor of .75 equals 8.25 which is then rounded up to the next whole number which is 9). Notwithstanding the above, when licensing Oracle Standard Edition One or Standard Edition Programs on servers with a maximum of 1 processor with 1 or 2 cores, only 1 processor shall be counted.

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

Technical Reference Manuals

Technical Reference Manuals ("TRMs") are Oracle's confidential information. Customer shall use the TRMs solely for Customer's 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. Customer shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. Customer shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. Customer agrees: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as Customer exercises to safeguard the confidentiality of Customer's most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with Customer's employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct Customer's employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of Customer's 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 Customer's 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 Customer "as-is" without any warranty of any kind. Upon termination, Customer shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Technical Support

For purposes of the Ordering Document, Technical Support consists of annual technical support services Customer may have ordered. If ordered, annual Technical Support (including first year and all subsequent years) is provided under Oracle's Technical Support Policies in effect at the time the services are provided. The Technical Support Policies, incorporated in this

Agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for Technical Support have been paid. Customer should review the policies prior to entering into the Ordering Document for the applicable services. Customer may access the current version of the Technical Support Policies at <http://oracle.com/contracts>.

Technical support is effective upon the Effective Date of the Ordering Document unless otherwise stated in your order. If Customer's order was placed through the Oracle Store, the Effective Date is the date Customer's order was accepted by Oracle.

Technical Support acquired with Customer's order may be renewed annually and, if Customer renews Technical Support for the same number of licenses for the same Programs, for the first and second renewal years the fee for Technical Support will not increase by more than 5% over the prior year's fees. If Customer's order is fulfilled by a member of Oracle's partner program, the fee for Technical Support for the first renewal year will be the price quoted to Customer by Customer's partner; the fee for Technical Support for the second renewal year will not increase by more than 5% over the prior year's fees.

If Customer decides to purchase Technical Support for any license within a license set, Customer is required to purchase Technical Support at the same level for all licenses within that license set. Customer may desupport a subset of licenses in a license set only if Customer agrees to terminate that subset of licenses. The Technical Support fees for the remaining licenses will be priced in accordance with the Technical Support Policies in effect at the time of termination. Oracle's license set definition is available in the current Technical Support Policies. If Customer decides not to purchase Technical Support, Customer may not update any unsupported program licenses with new versions of the Program.

Oracle reserves the right to desupport its Programs or particular versions of its Programs. Customer will be notified in advance when Oracle determines that a Program is to be desupported. Such desupport notices, which are posted at Oracle's customer support web site, MetaLink (or Oracle's then current customer support web site), contain desupport dates, information about availability of Extended Support and Extended Maintenance Support and information about migration paths for certain features. The desupport notices are subject to change; Oracle will provide updated desupport notices on MetaLink (or Oracle's then current customer support web site) as necessary.

Term Designation

If Customer's Program license does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

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.

1 Year Hosting Term: A Program license specifying a 1 Year Hosting Term 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. A Program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A Program license specifying a 1 Year Oracle Hosted Term 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. A Program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

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.

Licensing Rules

Failover: Customer's license for the following programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) and Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition) includes the right to run the Program(s) on an unlicensed spare computer in a failover environment for up to a total

of ten separate days in any given calendar year. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the Program(s).

Testing: For the purpose of testing physical copies of backups, Customer’s license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year.

Customer is responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition may only be used on machines which have the ability to run a maximum of four processor cores or on a cluster of machines supporting up to a maximum of four processor cores per cluster.
- Oracle Standard Edition One and Internet Application Server Standard Edition One may only be used on machines which have the ability to run a maximum of two processor cores.
- The number of TRACE licenses (Rdb Server Option) must match the number of licenses of the associated database.
- The number of Diagnostics Pack and/or Configuration Management Pack licenses must match the number of licenses of the associated Internet Application Server Program (Enterprise Edition, Standard Edition or Java Edition). The number of Identity Management licenses must match the number of licenses of the associated Internet Application Server Standard Edition Program.
- For the TimesTen In-Memory Database, Replication - TimesTen to TimesTen and Cache Connect to Oracle programs, the number of gigabytes (GB) specified in the program name is the maximum size of data store (aggregate of in-memory databases or caches on a single computer system or node in a cluster of servers) irrespective of the number of processors licensed. You may not exceed the specified GB data store limitation unless you acquire additional licenses from Oracle.

If Customer purchases Named User Plus licenses for the Programs listed below, Customer must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
Internet Application Server Java Edition	10 Named Users Plus per Processor*
Internet Application Server Standard Edition One	5 Named Users Plus per Processor*
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
BPEL Process Manager	10 Named Users Plus per Processor
Portal	10 Named Users Plus per Processor
Identity Management	10 Named Users Plus per Processor
Integration	10 Named Users Plus per Processor
Business Intelligence	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Web Services Manager	10 Named Users Plus per Processor
XML Publisher	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the program is installed on a one processor machine that allows for a maximum of one user per program.

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database

The number of licenses for the Programs listed below must match the number of licenses of the associated database and if Customer purchases Named User Plus licenses for these Programs, Customer must maintain, at a minimum, 25 Named Users Plus per Processor per associated database:

Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack