

City of Long Beach

Transaction Document No. 2 to Master Purchase Agreement No. 29130

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 \$317,200. 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.

Oracle USA, Inc.

March 16, 2006

By [Signature]

Officer's Title Contracts Manager

March 20, 2006

By [Signature]

Officer's Title MANAGER, CONTRACTS

"Oracle"

CITY OF LONG BEACH

3-27, 2006

By [Signature]
City Manager

"Buyer"

This Transaction Document No. 2 is hereby approved as to form on 3/23, 2006.

ROBERT E. SHANNON, City Attorney

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

ORACLE ORDERING DOCUMENT

Customer Name CITY OF LONG BEACH
Customer Location 333 W Ocean Boulevard
 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"). The following defined and capitalized terms in the referenced agreement between you and Oracle USA, Inc. (as a successor in interest to Oracle Corporation, hereinafter "Oracle") shall have the same meaning as the stated terms in this ordering document: "Agreement" and "agreement"; "Customer" and "you"/"your"; "Program" and "program"; "Technical Support" and "technical support"; "Program Documentation" and "program documentation"; and "Ordering Document" and "ordering document".

A. PROGRAMS AND SERVICES

You have ordered the program licenses and 12 months of technical support services described below. Listed below is a summary of net fees due under the ordering document. These fees are exclusive of any applicable shipping charges or applicable taxes.

All fees on this Ordering Document are in US Dollars

Product Description / License Type	Quantity	List Fee	Discount %	Net Fee
Change Management Pack - Processor Perpetual	2			
License		6,000.00	50.00	3,000.00
Software Update License & Support		1,320.00	50.00	660.00
Configuration Management Pack - Processor Perpetual	2			
License		6,000.00	50.00	3,000.00
Software Update License & Support		1,320.00	50.00	660.00
Diagnostics Pack - Processor Perpetual	2			
License		6,000.00	50.00	3,000.00
Software Update License & Support		1,320.00	50.00	660.00
Oracle Database Enterprise Edition - Processor Perpetual	2			
License		80,000.00	50.00	40,000.00
Software Update License & Support		17,600.00	50.00	8,800.00
Tuning Pack - Processor Perpetual	2			
License		6,000.00	50.00	3,000.00
Software Update License & Support		1,320.00	50.00	660.00

	List Fee	Discount %	Net Fee
Oracle Programs License Fees	104,000.00	50.00	52,000.00
Oracle Programs Support Fees	22,880.00	50.00	11,440.00
Net Fees			63,440.00
Total Fees			63,440.00

B. General Terms

1 Commencement Date

All program licenses and the period of performance for all services are effective upon shipment of tangible media or upon the effective date of this ordering document if shipment of tangible media is not required.

2 Territory

The program licenses and services described in section A are for use in the U.S.

3 Fees, Invoicing, and Payment Obligation

a. All fees due under this ordering document shall be non-cancellable and the sums paid nonrefundable, except as provided in the agreement.

b. License fees are invoiced as of the commencement date. Service fees are invoiced after performance of the service; specifically, technical support fees are invoiced quarterly in arrears from the commencement date.

c. In addition to the fees listed in Section A, Oracle will invoice you for any applicable shipping charges or applicable taxes.

d. In entering into payment obligations under this ordering document, you agree and acknowledge that you have not relied on the future availability of any program or updates.

4 Delivery and Installation

a. Oracle has no delivery obligation under this ordering document. You acknowledge that Oracle has delivered to your location the current production release as of the effective date below for 1 copy of the software media and 1 set of program documentation (in the form generally available) for each program listed in section A.

b. You shall be responsible for installation of the software.

5 Source Code

Oracle may deliver source code as part of its standard delivery for particular programs; all source code delivered by Oracle is subject to the terms of the agreement, ordering document and program documentation.

6 Segmentation

The program licenses provided in this ordering document are offered separately from any other proposal for consulting services you may receive or have received from Oracle and do not require you to purchase Oracle consulting services.

7 Order of Precedence

In the event of any inconsistencies between the agreement and this ordering document, this ordering document shall take precedence.

8 Customer Reference:

In consideration of the discounts granted to you under this ordering document, Oracle may refer to you as a customer in sales presentations, marketing vehicles and activities. In addition you agree to become part of Oracle's reference program by working with a representative from Oracle Marketing to develop a customer profile for use on Oracle.com and for other promotional activities at Oracle's discretion. The profile will include a quote from an executive of your company and your company's logo.

C. Future Purchases

1 Additional Copies of Programs

Provided that you have continuously maintained technical support for the programs listed in section A, you may order media packs at the standard media fee in effect at the time your order is placed provided the programs listed in section A for use on the computer/operating system combination requested by you are available in a production release.

D. Other

1 Pricing Pursuant to Price Hold


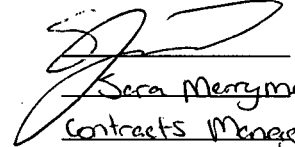
The pricing under this ordering document is granted pursuant to the price hold discounts contained in the agreement between you and Oracle dated May 26, 2005.

Technical Contact	CITY OF LONG BEACH	Contract Administrator	CITY OF LONG BEACH
Location	333 W Ocean Boulevard LONG BEACH CA 90802	Location	333 W Ocean Boulevard LONG BEACH CA 90802
Contact	Karen. Li	Contact	Karen. Li
Phone	562-570-6294	Phone	562-570-6294
Email Address	karen_li@longbeach.gov	Email Address	karen_li@longbeach.gov


By signing below, the parties agree that the agreement and this ordering document 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. This quote is valid through April 30, 2006 and shall become binding upon execution by you and acceptance by Oracle.

CITY OF LONG BEACH

ORACLE USA, INC.

Signature		Signature	
Name	Gerald R. Miller	Name	Sara Merryman
Title	City Manager	Title	Contracts Manager
Signature Date	3-27-06	Signature Date	3/10/06
Effective Date	(to be completed by Oracle)		

ORACLE USA, INC.

SIGNATURE 
NAME TINA TISINGER
TITLE MANAGER, CONTRACTS
SIGNATURE DATE 03-10-06

APPROVED AS TO FORM

3/23, 20 06
ROBERT E. SHANNON, City Attorney

BY 
SENIOR DEPUTY CITY ATTORNEY

Customer Name CITY OF LONG BEACH
Customer Location 333 W Ocean Boulevard
 LONG BEACH
 CA 90802

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All fees on this Ordering Document are in US Dollars

Product Description / License Type	Quantity	List Fee	Discount %	Net Fee
Change Management Pack - Processor Perpetual	8			
License		24,000.00	50.00	12,000.00
Software Update License & Support		5,280.00	50.00	2,640.00
Configuration Management Pack - Processor Perpetual	8			
License		24,000.00	50.00	12,000.00
Software Update License & Support		5,280.00	50.00	2,640.00
Diagnostics Pack - Processor Perpetual	8			
License		24,000.00	50.00	12,000.00
Software Update License & Support		5,280.00	50.00	2,640.00
Oracle Database Enterprise Edition - Processor Perpetual	8			
License		320,000.00	50.00	160,000.00
Software Update License & Support		70,400.00	50.00	35,200.00
Tuning Pack - Processor Perpetual	8			
License		24,000.00	50.00	12,000.00
Software Update License & Support		5,280.00	50.00	2,640.00

	List Fee	Discount %	Net Fee
Oracle Programs License Fees	416,000.00	50.00	208,000.00
Oracle Programs Support Fees	91,520.00	50.00	45,760.00
Net Fees			253,760.00
Total Fees			253,760.00

B. General Terms

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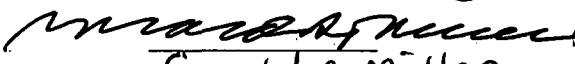

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CITY OF LONG BEACH

ORACLE USA, INC.

Signature		Signature	
Name	Gerald R. Miller	Name	Sara Meerymen
Title	City Manager	Title	Contracts Manager
Signature Date	3-27-06	Signature Date	3/10/06
Effective Date	(to be completed by Oracle)		

ORACLE USA, INC.

NAME Kim Turner
 TITLE MANAGER, CONTRACTS
 SIGNATURE DATE 3-10-06

APPROVED AS TO FORM

3/23, 2006
 ROBERT E. SHANNON, City Attorney

BY [Signature]
 SENIOR DEPUTY CITY ATTORNEY