

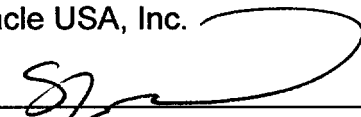
**29130**  
**City of Long Beach**

**Transaction Document No. 3 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 \$13,725. 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.

October 30, 2006

Oracle USA, Inc.  
By 

Officer's Title Contracts Manager

OCTOBER 30, 2006

By 

Officer's Title MANAGER CONTRACTS

"Oracle"

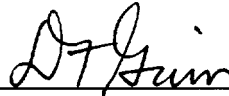
November 13, 2006

CITY OF LONG BEACH  
By   
City Manager

"Buyer"

This Transaction Document No. 3 is hereby approved as to form on  
11/8, 2006.

ROBERT E. SHANNON, City Attorney

By   
Donna F. Gwin  
Senior Deputy City Attorney

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

**ORACLE CONTRACT INFORMATION**

**Agreement** Government Master Agreement  
**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. Description and Fees for Ordered 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

**LICENSE MODEL (E-COMMERCE)**

Product and Service Description	Quantity	List Fee	Discount %	Net Fee
Oracle Database Standard Edition - Processor Perpetual	1			
License		15,000.00	25.00	11,250.00
Software Update License & Support		3,300.00	25.00	2,475.00

	List Fee	Discount %	Net Fee
License Fees	15,000.00	25.00	11,250.00
Support Fees	3,300.00	25.00	2,475.00
Net Fees			13,725.00
<b>Total Fees</b>			<b>13,725.00</b>

## **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. Oracle shall not invoice you for sales tax based on the net license fees in section A for the programs delivered by electronic download; however, you agree to indemnify and hold Oracle harmless from and against any claims, losses, damages, costs, and expenses arising from imposition of sales tax based on the net license fees for the programs licenses listed in section A. You are required to pay any applicable taxes related to the net service fees (specifically Software Update License & Support fees) for the ordered technical support services listed in section A.

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. However, (a) if you order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under this ordering document, per the terms of this ordering document and the agreement.

### **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/exempt> the programs listed in section A. Through the Internet URL, you can access and electronically download to your location the current production release as of the effective date below of the software and related program documentation for each program listed in section A. You shall have 60 days from the effective date of this ordering document to complete the download of the software and program documentation. 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. Oracle is under no further delivery obligation under this ordering document, electronic or otherwise. You agree to execute and return the attached Certificate of Electronic Delivery simultaneously with the execution and return of this ordering document.

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, other than updates provided by Oracle under technical support service if ordered.

You acknowledge and agree that (a) you have not receive any tangible media for the programs listed in section A as of the effective date and (b) any rights to receive media granted under the agreement shall not be applicable to or provided for the programs listed in section a. Further, you acknowledge that the electronic download delivery method shall be applicable to Oracle's delivery obligations for the initial copy of the programs listed in section A and shall not be applicable to any delivery of updates and/or technical support services ordered under this ordering document.

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.

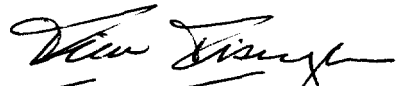
<b>Technical Contact</b>	CITY OF LONG BEACH	<b>Contract Administrator</b>	CITY OF LONG BEACH
<b>Location</b>	333 W Ocean Boulevard LONG BEACH CA 90802	<b>Location</b>	333 W Ocean Boulevard LONG BEACH CA 90802
<b>Contact</b>	Karen. Li	<b>Contact</b>	Karen. Li
<b>Phone</b>	562-570-6294	<b>Phone</b>	562-570-6294
<b>Email Address</b>	karen_li@longbeach.gov	<b>Email Address</b>	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 November 30, 2006 and shall become binding upon execution by you and acceptance by Oracle.

**CITY OF LONG BEACH**

**ORACLE USA, INC.**

<b>Signature</b>		<b>Signature</b>	
<b>Name</b>	Gerald R. Miller	<b>Name</b>	Sara Merriman
<b>Title</b>	City Manager	<b>Title</b>	Contracts Manager
<b>Signature Date</b>	11-13-06	<b>Signature Date</b>	10/30/06
<b>Effective Date</b>	(to be completed by Oracle)		

ORACLE USA, INC.  
SIGNATURE   
NAME TINA TISINGER  
TITLE MANAGER CONTRACTS  
SIGNATURE DATE 10-30-06