



## Amendment Number 4

## CA Order Form

CA, Inc. ("CA"), 2291 Wood Oak Drive Herndon, Virginia 20171

Effective Date of this Order Form: 6/1/2011		
Customer Name: EL DORADO COUNTY (which may be referred to as "Customer" or "You" or "Licensee" in the referenced Agreement below)		Customer ID No: 49048
Customer Address: 360 FAIR LN, PLACERVILLE, CA, 95667-4107		
Billing Address: 360 FAIR LN, PLACERVILLE, CA, 95667-4107		
Billing Contact: Tom Straling	Phone: 530-621-5415	E-mail: tom.straling@edcgov.us
Shipment Address: 360 FAIR LN, PLACERVILLE, CA, 95667-4107		
Shipping Contact: Tom Straling		Territory: (if blank, US only)
Technical Contact: Tom Straling	Phone: 530-621-5415	E-mail: tom.straling@edcgov.us

Name of Referenced agreement: License Agreement dated March 28, 1991, Order Form and Addendum to Order Form dated March 28, 1991; Amendment No.1 dated 3/31/2004, Amendment No.2 dated 3/30/2007 and Amendment No. 3 dated 3/31/2010 ("Master Agreement" with respect to CA Software and CA Support and Maintenance)	Agreement No.: LM-275181
Indicate here if there are changes to the terms of the Master Agreement in this Order Form: Yes; All such changes to the Master Agreement shall apply to all subsequent Order Forms unless stated otherwise.	For Customer Administrative Purposes Only: PO Required? No PO #:

**THIS ORDER FORM COVERS:**

**CA SOFTWARE (WHICH MAY BE REFERRED TO AS "LICENSED PROGRAM", "SOFTWARE", OR "PRODUCT") LICENSED BY THE CUSTOMER FROM CA LIMITED BY THE SPECIFIC AUTHORIZED USE LIMITATION BASED ON THE LICENSING MODEL STATED AND/OR THE CA SUPPORT AND MAINTENANCE ("MAINTENANCE") PROVIDED ARE GOVERNED BY (I) THIS ORDER FORM, (II) THE MASTER AGREEMENT SPECIFIED ABOVE, (III) CA SUPPORT POLICY AND TERMS, LOCATED AT [HTTP://SUPPORT.CA.COM](http://support.ca.com) WHERE MAINTENANCE IS PROVIDED, AND (IV) THE SPECIFIC PROGRAM DOCUMENTATION ("SPD") FOR SPECIFIED CA SOFTWARE AND/OR CA SUPPORT AND MAINTENANCE LOCATED AT [HTTP://WWW.CA.COM/LICENSEAGREEMENT](http://www.ca.com/licenseagreement) (TOGETHER REFERRED TO AS "AGREEMENT" WITH RESPECT TO CA SOFTWARE AND/OR MAINTENANCE).**

The pricing and terms offered herein expire unless Customer executes and delivers this order to CA prior to 5pm Eastern Time on **06/30/2011**, however this provision shall be null and void and have no legal effect if this order is countersigned by CA. In the event a payment due date falls on a weekend or a holiday the payment shall be payable by the Customer to CA on the business day immediately prior to such date.

**Payment Profile:**

Due Date	Lic./Subscription Fee	Maintenance Fee	Total Fees Due
6/30/2011	N/A	\$42,688.00 USD	\$42,688.00 USD
7/1/2012	N/A	\$42,688.00 USD	\$42,688.00 USD
7/1/2013	N/A	\$42,688.00 USD	\$42,688.00 USD

**CA Mainframe Software Information (USD):**

Mainframe CA Software*	License Type	Operating System	Authorized Use Limitation	Effective Date**	End Date	Ship (Y/N, ESD)	Usage and Maintenance Fee
CA Librarian Base+ LIB/AM+ TSO	UMF	MVS	87 MIPS	07/01/2011	06/30/2014	No	
CA SOLVE:Access@ Session Management	UMF	MVS	87 MIPS	07/01/2011	06/30/2014	No	
CA RC/Update@ for DB2 for z/OS	UMF	MVS	87 MIPS	07/01/2011	06/30/2014	No	
CA RC/Query@ for DB2 for z/OS	UMF	MVS	87 MIPS	07/01/2011	06/30/2014	No	
<b>TOTAL For TERM</b>							<b>\$128,064.00</b>

Contract Number: 5584959

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\*Note: CA One Tape Management Product which was included in Amendment #3 and previously licensed on a UMF basis is not included in this Order Form. Therefore, the right to use CA One Tape Management is terminated as of June 30, 2011 and CA is no longer obligated to provide maintenance and support services for this product.

\*\*If no date stated, the start date is the Effective Date of the Order Form. The dates set out in the CA Software tables shall in no way be deemed to impact or change the Effective Date of this Order Form. All amounts are exclusive of taxes which will be payable in addition to the fees listed above.

Any CA Software identified with "NO" under the heading entitled "Ship" above was previously delivered to Customer by CA and therefore will not be delivered to Customer again. CA Software identified with a "YES" will be delivered to Customer following execution of this order. The CA Software shall be delivered either by electronic delivery ("ESD") or if CA requires in tangible media CPT, as defined in INCOTERMS 2010, from CA's shipping point. CA agrees to be responsible for all customs duties and clearances and title to any CA hardware if included will pass upon point of delivery to carrier at CA's shipping location. In the event of electronic delivery, no tangible personal property will be delivered. Such electronic delivery may not automatically provide for an exemption from applicable sales or use tax. Any operating system identified as "Generic" or "GA" denotes such operating systems for which the CA Software is made generally available by CA in accordance with CA current published specifications.

In the event a payment due date falls on a weekend or holiday the payment shall be payable by the Customer to CA on the business day immediately prior to such date.

The following additional terms shall modify the Master Agreement:

1. **Audit**

Customer agrees to furnish CA with such information and access to its facilities and its Affiliates' (defined as any entity for which Customer holds greater than a fifty percent (50%) interest or, by force of law or contract but only for so long as Customer maintains that interest) facilities and records as CA may reasonably request in order to verify its compliance with this Order Form and the Agreement. Such examination right shall survive the termination of this Agreement for a period of three (3) years.

2. **Term**

Subject to the terms herein, the Master Agreement and Customer's usage rights to the CA Software set forth above are hereby extended thirty-six (36) months commencing on the Effective Date hereof and expiring June 30, 2014 (the "Fourth Extended Term").

3. **Public Information**

CA recognizes that Customer, as a government agency, is bound to follow the Public Records Act and its requirements; therefore, any language to the contrary in this Order Form or any other document supporting or modifying this Order Form is invalid.

4. **Fiscal Funding**

CA acknowledges that the **County of El Dorado** ("Customer") is a government agency or instrumentality, and that Customer has obtained all requisite approvals and authority to enter into and perform its obligations hereunder, including, without limitation, the obligation to make the initial payment required to be made hereunder on the date upon which such initial payment becomes due during Customer's current fiscal year. With respect to any subsequent payment which may be required to be made by Customer to CA during any subsequent Customer fiscal year, the parties acknowledge that Customer's authority to make such subsequent payment to CA may be contingent upon appropriation to Customer by relevant government agencies or legislative authorities of funds sufficient for such purpose. In the event that Customer invokes this Fiscal Funding clause, and terminates use of the Services because of a such lack of appropriation, as of the first day of the Customer's applicable subsequent fiscal year, CA shall not require Customer to make additional payments to CA, pursuant to the payment schedule set forth above.

This Agreement, including any attached exhibits, constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No modifications or claimed waiver of any provision herein shall be valid except by: written amendment signed by authorized representatives of Customer and CA. Any conflict or inconsistency among or between the terms and conditions of the documents comprising this Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) this Order Form #2, (2) any relevant SPD, (3) the relevant CA policy, (4) the Master Agreement, then (5) the Documentation for the relevant CA Software, if applicable.

The undersigned hereby certifies that he/she is authorized to bind the government agency identified herein to the terms and conditions of the Agreement.





**EL DORADO COUNTY**

**CA, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_ *[Handwritten Signature]*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_ **Gregory Siragusa**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attestation:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Manager, Sales Accounting**

*6-10-11*

The County officer or employee with responsibility for administering this contract is Kelly Webb, Acting Director, Information Technologies, or successor.

