



## Product Order Form

CA, Inc. ("CA"), One CA Plaza, Islandia, New York 11749, Tel: 800 225 5224

## Reference Information:

Order Form No.: 1	Effective Date of this Order Form: 3/31/2010	
Customer Name (which may be referred to as "Customer" or "You" or "Licensee" in the referenced Agreement below): EL DORADO COUNTY		Customer ID No: 49048
Customer Address: 360 FAIR LN, PLACERVILLE, CA, 95667-4107		
Billing Address: 360 FAIR LN, PLACERVILLE, CA, 95667-4107		
Billing Contact: Steve Featherston	Phone: 530-621-5557	E-mail: <a href="mailto:steve.featherston@edcgov.us">steve.featherston@edcgov.us</a>
Shipment Address: 360 FAIR LN, PLACERVILLE, CA, 95667-4107		
Shipping Contact: Steve Featherston		Territory: (if blank, United States only)
Technical Contact: Steve Featherston	Phone: 530-621-5557	E-mail: <a href="mailto:steve.featherston@edcgov.us">steve.featherston@edcgov.us</a>
If you are ordering CA Software, name of referenced agreement: License Agreement ("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 referenced agreements in this Order Form: Master Agreement No. All such changes to the applicable Agreement stated in the referenced agreements shall apply to this Order Form 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) ORDER FORM AND ADDENDUM EFFECTIVE OCTOBER 31, 2000, AMENDMENT 1 EFFECTIVE MARCH 31, 2004 AND AMENDMENT 2 EFFECTIVE MARCH 30, 2007 (IV) CA SUPPORT POLICY AND TERMS, LOCATED AT [HTTP://SUPPORT.CA.COM](http://SUPPORT.CA.COM) WHERE MAINTENANCE IS PROVIDED, AND (V) 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).

## Payment Profile:

Due Date	Lic./Subscription Fee	Maintenance Fee	Total Amount Due
3/31/2010	\$0	\$25,000	\$25,000.00
7/1/2010	\$0	\$37,500	\$37,500.00

## CA Software Information:

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	03/31/2010	06/30/2011	No	\$22,452.02
CA One TAPE MANAGEMENT	UMF	MVS	87 MIPS	03/31/2010	06/30/2011	No	\$8,084.31
Unicenter® SOLVE:Access® Session Management	UMF	MVS	87 MIPS	03/31/2010	06/30/2011	No	\$8,689.82
CA RC/Update® for DB2 for z/OS	UMF	MVS	87 MIPS	03/31/2010	06/30/2011	No	\$13,964.31
CA RC/Query® for DB2 for z/OS	UMF	MVS	87 MIPS	03/31/2010	06/30/2011	No	\$9,309.54

\* For purposes of clarification, the CA Software listed above replaces in its entirety the Second Revised Exhibit A under the Order Form, Amendment Number 2 effective March 30, 2007.

All amounts are exclusive of taxes which will be payable in addition to the fees listed above.



**Product Order Form**

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 in tangible media F.O.B. CA's point of shipment, as CA deems appropriate. 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 a 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. **Term**  
Subject to the terms herein, the Master Agreement and Customer's usage rights to the CA Software set forth above are hereby extended fifteen (15) months commencing on the Effective Date herein and expiring June 30, 2011 (the "Third Extended Term")
- 2. **Renewal**  
Upon expiration of the Third Extended Term set forth herein, Customer's continued use of the CA Software shall be subject to payment of CA's then current annual Usage and Maintenance fees.
- 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 Product Order Form or any other document supporting or modifying the Product Order Form is invalid.

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 modification 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) the Order Form; (2) the relevant SPD; (3) Amendment 1 and Amendment 2 to the Order Form and Addendum; (4) Order Form and Addendum effective October 31, 2000; (5) the relevant CA Policy; (6) the Master Agreement; then (7) 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 this Agreement.

**EL DORADO COUNTY**

Signature: *Norma Santiago*  
 Name: **Norma Santiago**  
 Title: *Chairman*  
 Date: *3/23/10*

**CA, Inc.**

Signature: \_\_\_\_\_  
 Name: **Joseph Zambryski**  
 Title: *Manager, Sales Accounting*  
 Date: *3/16/10*

**ATTEST: SUZANNE ALLEN de SANCHEZ,  
Clerk of the Board of Supervisors**

By *Marcie MacFarland*  
DEPUTY





AMENDMENT

CA, Inc., One CA Plaza, Islandia, New York 11749, tel: +1 631 342 6000

AMENDMENT NUMBER 2
TO THE ORDER FORM AND MIPS BASED LICENSE
EFFECTIVE OCTOBER 31, 2000 (THE "LICENSE")
BETWEEN
CA, INC. F/K/A COMPUTER ASSOCIATES INTERNATIONAL, INC. ("CA")
AND
EL DORADO COUNTY ("LICENSEE")

Effective March 30, 2007, the License is amended as follows:

1. Extension of Term

The Term of the License is hereby extended to expire on March 30, 2010 (the "Second Extended Term").

The products listed below (which were licensed to Licensee under this MIPS Based License prior to the Effective Date hereof) are not included in this Amendment, and the licenses for such products are hereby terminated, subject to Licensee's obligation to maintain the confidentiality of such products and to pay any outstanding fees due under such licenses. Licensee hereby represents that it has deleted all copies of those products that are not designated below as perpetual from its computer system(s) and has either destroyed or returned same to CA.

Table with 2 columns: Product Name, Perpetual (Yes or No). Rows include UNICENTER DATABASE ANALYZER FOR DB2 and UNICENTER SQL-EASE FOR DB2.

Accordingly, Revised Exhibit A is hereby deleted and replaced with Second Revised Exhibit A, attached hereto.

2. Authorized Use

The Licensed Programs and the Additional Licensed Programs are subject to the Authorized Use specified in Second Revised Exhibit A, including the increase in Licensed MIPS Capacity to 87 MIPS from 50 MIPS for the Licensed Programs in Second Revised Exhibit A.

3. Fees

In consideration of the above, Licensee shall pay to CA a fee inclusive of usage and maintenance of the Licensed Programs through the expiration of the Second Extended Term, in the amount of \$180,552, payable as follows:

Table with 2 columns: Due Date, Amount Due. Row: March 30, 2007, \$30,092.




September 30, 2007	\$60,184
September 30, 2008	\$60,184
September 30, 2009	\$30,092

Nothing herein shall affect Licensee's obligation to pay the License Fee and UMF (or MF, as applicable) as provided in the License.

**4. New Products**

In addition to and separate from unspecified upgrades and enhancements to be provided as maintenance under the Second Extended Term of this License (together with any extension(s) or renewal(s) thereof, the "Term"), in the event CA develops a new release of a Licensed Program that it designates and makes generally available as a new product (typically containing new function in addition to or different from existing functionality, a "New Product"), then upon CA's receipt of Licensee's written request and without additional charge, such currently unspecified New Product shall be made available for use by the Licensee during the Term, on the same basis as applies to such Licensed Program, even if CA then determines to charge a separate license fee for the New Product to CA's other licensees.

~~5. Confidentiality~~

~~Licensee hereby acknowledges that the terms of the License, as amended hereby, are personal to Licensee and are highly confidential. Licensee hereby agrees that it shall not disclose any of the terms thereof (including, without limitation, the terms relating to pricing and authorized use) to any person or entity other than Licensee's employees, auditors, and attorneys who have a need to know such information in connection with their performance of services for Licensee.~~ Init 

**6. Export**

Licensee shall observe all relevant import and export laws and regulations, including but not limited to the regulations of the US Department of Commerce.

**7. Product Deliveries**

Any Licensed Program identified with "NO" under the heading entitled "Shipment Required" on Second Revised Exhibit A was previously delivered to Licensee by CA and therefore will not be delivered to Licensee at this time. Licensed Programs identified with a "YES" under such heading will be delivered to Licensee upon execution of this Amendment. The Licensed Programs shall be delivered to Licensee, either by electronic delivery or in tangible media F.O.B. Point of Shipment, as CA deems appropriate.

**8. Authorized Signatory**

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



**9. Entire Agreement**

This Amendment, together with the License and all effective previous Amendments to this License, as well as any Exhibits attached hereto, consisting of sequentially numbered pages, constitutes the entire agreement between CA and Licensee with respect to the License. No alteration or modification of this Amendment will be valid unless made in writing and signed by the parties. Except as expressly provided herein, the terms of the License shall remain in full force and effect.

CA, Inc.

El Dorado County

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: **Gregory Siragusa**  
Date: **Revenue Manager**

Signed: \_\_\_\_\_  
Name: **HELEN K. BAUMANN**  
Title: **CHAIRMAN**  
Date: **4/10/07**

3-1-07

**ATTEST:**

**Cindy Keck, Clerk  
of the Board of Supervisors**

By: \_\_\_\_\_ Date: 4/10/07  
**Deputy Clerk**

**County Contract Administrator:**

By: \_\_\_\_\_ Date: 3-30-2007  
**Steve Featherston  
Assistant Director  
Information Technologies**

*Jacqueline K. Pelus*  
**IT Director 3/30/07**



Second Revised Exhibit A

Licensed Programs

Shipment  
Required

**BRIGHTSTOR CA-1 TAPE MGMT**

**No**

**ALLFUSION CA-LIBRARIAN BASE+ LIB/AM+ TSP**

**No**

**UNICENTER RC/QUERY FOR DB2**

**No**

**UNICENTER RC/UPDATE FOR DB2**

**No**

**UNICENTER SOLVE:ACCESS SESSION MGMT**

**No**



[REDACTED]

AMENDMENT NO. 1

COPY

TO  
TO ORDER FORM AND ADDENDUM  
EFFECTIVE OCTOBER 31, 2000 (THE "LICENSE")

BETWEEN

EL DORADO COUNTY ("LICENSEE")

AND

COMPUTER ASSOCIATES INTERNATIONAL, INC. ("CA")

Effective March 31, 2004, the Agreement is amended as follows:

1. The License solely with respect to Unicenter RC/Migrator for DB2 (formerly RC/Migrator for DB2) and Unicenter Plan Analyzer for DB2 (formerly Plan Analyzer for DB2) are hereby terminated, subject, however, to the obligations of Licensee (a) to pay all contracted payments under such the License as of the effectiveness of this Amendment Number 1, and (b) to maintain the confidentiality of Unicenter RC/Migrator for DB2 and Unicenter Plan Analyzer for DB2, and Unicenter Plan and comply with the non-disclosure provisions of the License. Within thirty (30) days following execution hereof, Licensee shall discontinue all use of Unicenter RC/Migrator for DB2 and Unicenter Plan Analyzer for DB2 and shall delete all copies thereof from all computer libraries and storage devices and return such software programs and all related documentation to CA or certify that the same have been destroyed.
2. CA represents that Solve:NMF, Solve:MAI and Solve:MAI/EF are now included as part of Solve:Access Session Management. Accordingly, all references to Solve:NMF, Solve:MAI and Solve:MAI/EF are hereby deleted from the list of Licensed Programs in Exhibit A and such Exhibit A is hereby deleted and replaced with Revised Exhibit A attached hereto.
3. The initial Term of the License is hereby extended by two (2) years and will now expire on March 31, 2007 (the "Extended Term") consideration of which, Licensee shall pay to CA a License Fee inclusive of all charges for usage and maintenance of the Licensed Programs as provided herein until expiration of the Extended Term in the amount of \$134,138 payable as follows:

<u>Date Due</u>	<u>Amount</u>
October 31, 2004	\$ 55,896
October 31, 2005	\$ 55,229
October 31, 2006	\$ 23,013

Licensee and CA agree that the October 31, 2004 payment described in sections 2 and 4 of the MIPS Based License Addendum in the amount of \$65,760 is hereby reduced by \$9,864 to \$55,896, which is the first payment due hereunder. Nothing herein shall affect Licensee's remaining obligation to pay the License Fee and UMF as set forth in the License.

4. In the event CA develops and makes generally available a new generation or variation of a Licensed Program (the "New Product") during the Extended Term hereof, whether any such New Product is intended for use with an operating system not yet developed or with a new version of the operating system specified in this License, then upon CA's receipt of a request by Licensee, each such New Product shall be added to this License for use by Licensee during the Extended Term hereof as provided herein with regard to such Licensed Program without additional charge, even if CA then determines generally to charge a separate fee for the New Product to other CA licensees.
5. Licensee shall observe all relevant import and export laws and regulations, including but not limited to the regulations of the Office of Export Administration of the US Department of Commerce.

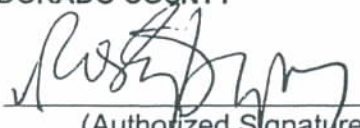
CA: FET

6. This Amendment, together with the License and all effective previous Amendments to this License, as well as Revised Exhibit A attached hereto, constitutes the entire agreement between CA and Licensee with respect to the License. No alteration or modification of this Amendment will be valid unless made in writing and signed by the parties. Except as expressly provided herein, the terms and conditions of the License shall remain in full force and effect.

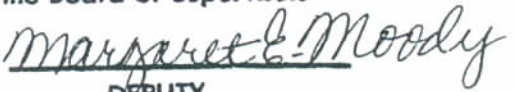
**COMPUTER ASSOCIATES  
INTERNATIONAL, INC.**

By:   
(Authorized Signature)  
PATRICK HOFSTETTER  
\_\_\_\_\_  
(Name)  
MANAGER, CONTRACTS  
\_\_\_\_\_  
(Title)  
3/3/04  
\_\_\_\_\_  
(Date)

**EL DORADO COUNTY**

By:   
(Authorized Signature)  
Rusty Dupray  
\_\_\_\_\_  
Chair, Board of Supervisors  
\_\_\_\_\_  
March 23, 2004  
\_\_\_\_\_  
(Date)

ATTEST: DIXIE L. FOOTE, Clerk  
of the Board of Supervisors

By:   
DEPUTY  
3-23-04



REVISED EXHIBIT A

Licensed Programs	Former Licensed Program Names
Brightstor CA-1Tape Mgmt	One
AllFusion CA-Librarian	Librarian
Unicenter RC/Query for DB2	RC/Query
Unicenter RC/Update for DB2	RC/Update
Unicenter SQL-Ease for DB2	SQL Ease
Unicenter Database Analyzer for DB2	Database Analyzer
Unicenter Solve:Access Session Mgmt	Solve:NMF, Solve:MAI and Solve:MAI/EF

CA Initials: DLA  
3/3/04

Licensee Initials: [Signature]

ADDENDUM  
TO  
ORDER FORM  
OF  
EL DORADO COUNTY ("LICENSEE")  
AND  
COMPUTER ASSOCIATES INTERNATIONAL, INC. ("CA")

COPY

The attached Order Form and the referenced License Agreement are amended to add the following provisions with respect to Licensee's use of the Licensed Programs listed in Exhibit "A". (The Order Form, License Agreement and this Addendum are referred to collectively as the "MIPS Based License.") In the event of any conflict between the terms of this MIPS Based License Addendum and those of either the Order Form or the referenced License Agreement, the terms of this Addendum shall prevail. Capitalized terms used herein without definition are used as defined in the attached Order Form and the referenced License Agreement.

1. Definitions.

(a) The "Licensee" shall mean, individually and collectively, Licensee and Licensee's majority-owned subsidiaries. No other third person shall be or be deemed to be entitled to the use or benefit of the Licensed Programs at any Licensee Site.

(b) The "Licensee Site" shall mean the data center site identified on Exhibit "B" to this Addendum which Licensee represents is owned, operated or controlled by Licensee.

(c) "MIPS Capacity" shall mean the aggregate computing power (expressed in millions of instructions per second and rounded to the next even multiple of 10) of all computers located at the Licensee Site, or which can remotely access such computers, irrespective of the platform designation of the hardware or operating systems, provided that such remote computer is capable of accessing, using, executing or benefiting from the Licensed Programs.

2. License Fee. (a) The License Fee for use of the Licensed Programs during the period expiring on October 30, 2005 (the "Term"), is \$263,040 payable as follows:

<u>Amount</u>	<u>Due</u>
\$52,608	October 31, 2000
\$52,608	October 31, 2001
\$52,608	October 31, 2002
\$52,608	October 31, 2003
\$52,608	October 31, 2004

The first payment listed above shall be reduced by \$7,816 in consideration of Licensee's entitlement to a credit for its prepayment in that amount.

The parties acknowledge that nothing herein shall affect Licensee's obligation to pay to

Platinum technology, Inc., or its successor or assignee, the following fees as provided in that certain agreement between Licensee and Platinum dated November 19, 1998:

<u>Amount</u>	<u>Due</u>
\$34,563	December 15, 2000

3. Authorized Use. The Licensed Programs may be used only by and for the benefit, and to process exclusively the data, of Licensee at the Licensee Site, provided that the MIPS Capacity does not exceed 50 MIPS (the "Licensed MIPS Capacity"). Any increase in Licensed MIPS Capacity shall be subject to paragraph 5 hereof.

4. Maintenance Services. The License Fee payable under paragraph 2 does not entitle Licensee to receive support and maintenance services ("Maintenance") for the Licensed Programs. However, Licensee may elect to receive Maintenance for the Licensed Programs on an optional annual basis during the Term by giving CA prior written notice and paying to CA an annual (or periodic) Maintenance Fee ("MF") as set forth below, provided that such MF shall be adjusted for increases in the Licensed MIPS Capacity. In the event that Licensee initially elects to receive (or not to receive) Maintenance for any such period and thereafter elects not to receive (or to receive, as the case may be) Maintenance for a subsequent annual period during the Term, then Licensee shall provide CA written notice of such subsequent election not later than sixty (60) days prior to expiration of the then current annual period.

Subject to adjustment as provided above, if elected by Licensee, the optional MF during the Term shall be as follows:

<u>Period Beginning</u>	<u>Amount</u>
October 31, 2000	\$13,152
October 31, 2001	\$13,152
October 31, 2002	\$13,152
October 31, 2003	\$13,152
October 31, 2004	\$13,152

Licensee and CA acknowledge that Licensee has elected to receive Maintenance for the first period and, accordingly, Licensee shall also pay the applicable MF specified above.

The first payment listed above shall be reduced by \$1,954 in consideration of Licensee's entitlement to a credit for its prepayment in that amount.

5. Supplemental License Fee. Licensee may increase the Licensed MIPS Capacity upon prior written notice to CA and payment of CA's one-time supplemental license fee for each additional MIPS (the "Supplemental License Fee"), plus, if Licensee has elected to receive Maintenance services, a MF for each additional MIPS both of which the parties agree to negotiate in a manner consistent with the pricing methodology and discounts provided herein. Notwithstanding any installment payment schedule for the initial License Fee, the Supplemental License Fee shall be paid on or before the date such additional MIPS are installed; and, if applicable, the MF for the year of the increase shall be prorated for each whole and partial month then remaining until the next anniversary of the Effective Date of this Order Form, and shall be payable in full annually thereafter for so long as Licensee continues to receive optional Maintenance services. The Supplemental License Fee and, if applicable, the initial MF shall be billable upon Licensee giving CA notice of its desire to increase Licensed MIPS Capacity, including by request that CA issue an authorization key for an additional or replacement CPU.

6. MIPS Capacity Calculation. MIPS Capacity shall be calculated by reference to CA's published schedules of the MIPS capacity of processors. In the event that any particular processor is not accounted for on CA's schedule, the manufacturer's published specification of MIPS capacity shall control. With respect only to the IBM 9672E Series of processors, the MSU standard (expressed in millions of service units), shall be multiplied by a factor of 5.4 to yield the corresponding MIPS Capacity.

7. Annual Reports; Audit. On or before each anniversary date hereof, Licensee shall report to CA in writing the MIPS Capacity at the Licensee Site during the preceding twelve months period, listing each CPU located at, or remotely accessing, the Licensee Site by manufacturer, model, operating system, location and (except for micro processors) the serial number thereof. CA shall thereupon review such report and advise Licensee of any applicable Supplemental License Fee and, if Licensee has elected to receive Maintenance services, the MF due. The parties agree that in order to verify the accuracy of Licensee's report, Licensee will, at CA's request upon reasonable notice, grant CA access to each Licensee Site, and Licensee shall provide any further information as CA may reasonably require.

8. License Termination. All licenses and Order Forms respecting use of the Licensed Programs granted to Licensee by CA or any of its predecessors for use at the Licensee Site are hereby terminated, subject, however, to the obligations of Licensee (a) to pay all contracted payments when and as the same shall otherwise have become due and payable but for such termination, and (b) to maintain the confidentiality of the Licensed Programs and comply with the non-disclosure provisions of such terminated licenses. Any future use of or access to the Licensed Programs by Licensee at the Licensee Site shall be controlled exclusively by the terms hereof.

9. Term and Renewal. This MIPS Based License shall have a Term as provided in paragraph 2, and the license granted hereunder shall terminate upon expiration of the Term (the "Expiration Date"). Use of the Licensed Programs after the Expiration Date shall be subject to Licensee's payment of a license fee (and, subject to Licensee's election to receive Maintenance services for the Licensed Programs during the renewal term, an MF) in such amount as the parties then agree in writing.

10. Confidentiality. Licensee hereby acknowledges that the terms of the license granted hereunder by CA are personal to Licensee and are highly confidential. Licensee hereby agrees that it shall not disclose any of the terms of this Agreement (including, without limitation, the terms relating to pricing and authorized use) to any person or entity other than Licensee's employees, auditors, and attorneys who have a need to know such information in connection with their performance of services for Licensee.

11. Total Client Care (TCC) Program. Licensee will be, and will remain, enrolled in CA's TCC Program during the initial term hereof and any renewal period.

12. Reference Client. In recognition of the special nature of this License and the relationship created hereby, Licensee agrees that, at CA's request from time to time, it will serve as a reference with respect to the Licensed Programs, as well as any services that may be performed by CA and this form of licensing agreement, by meeting or conferring with at least three (3) CA clients during each calendar quarter during the Term, provided that each such meeting or conference shall be agreed upon with the Licensee and shall be scheduled during Licensee's normal business hours.

13. Appropriation of Funds. Licensee represents that it is a government agency or instrumentality, and that Licensee 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 or payments required to be made hereunder on the date or

dates upon which such initial payment or payments may become due during Licensee's current fiscal year. With respect to any subsequent payment which may be required to be made hereunder in any subsequent fiscal year of Licensee, the parties acknowledge that Licensee's authority to make such subsequent payment may be contingent upon appropriation to Licensee by relevant government agencies or legislative authorities of funds sufficient for such purpose. If such additional sufficient funds are not so appropriated to Licensee, either CA or Licensee may terminate this license as of the first day of the applicable subsequent fiscal year of Licensee with respect to which such sufficient funds are not made available. Licensee agrees (a) not to effect such termination for the purpose of replacing the Licensed Program(s) with an equivalent product or products supplied by others and (b) to use its best efforts to obtain such sufficient funds by taking all appropriate action to effect the appropriation of such additional sufficient funds. Upon such termination, Licensee shall immediately cease all use of the Licensed Program and return to CA all copies of the Licensed Program and all related documentation and continue to abide by the provisions of the License Agreement relating to the confidentiality thereof.

14. Insurance. See attached Exhibit C for additional insurance provisions.

15. Administrator. The County Officer or employee with responsibility for administering this Agreement is Woodrow Covington, Information Technologies Manager, Information Services Department, or successor.

16. Amendment. Any amendment of this MIPS Based License must be in writing signed by the parties.

COMPUTER ASSOCIATES  
INTERNATIONAL, INC.

By: Kate Apta

(Authorized Signature)

PATRICK HOFSTETTER

(Name)

DIV. MGR. SALES ACCT.

(Title)

12/12/00

(Date)

LICENSEE: EL DORADO COUNTY

By: William S. Bradley

(Authorized Signature)

WILLIAM S. BRADLEY

(Name)

Chairman

(Title)

December 12, 2000

(Date)

ATTEST: DIXIE L. FOOTE, Clerk  
of the Board of Supervisors

By: Margaret L. Wood  
DEPUTY

12-12-2000

EXHIBIT A

LICENSED PROGRAMS

ONE  
LIBRARIAN  
RC/QUERY  
RC/UPDATE  
SQL EASE  
PLAN ANALYZER  
DATABASE ANALYZER  
RC/MIGRATOR  
SOLVE: NMF  
SOLVE: MAI  
SOLVE: MAI/EF

(P2)

EXHIBIT B  
LICENSEE SITE

El Dorado County  
360 Fair Lane  
Placerville, CA 95667-4103

## EXHIBIT "C"

### GENERAL INSURANCE REQUIREMENTS

Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Upon the written request of El Dorado County, Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company having a Best's rating of not less than B+VIII, or be provided through partial or total self-insurance acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- K. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- L. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.





LICENSE AGREEMENT

Computer Associates International, Inc. 711 Stewart Avenue Garden City, NY 11538-4787 516-227-9300 FAX 516-229-4092

This License Agreement between El Dorado County  
("Licensee") located at 360 Fair Lane, Placerville, CA 95667 and Computer Associates International, Inc.  
("CA") covers Program Products to be licensed by Licensee pursuant to Order Forms which may be submitted and accepted from time to time.

When CA accepts an Order Form, Licensee will have, subject to the terms and conditions of this Agreement, a nontransferable and nonexclusive license to use the Program Product(s), optional features, if any, and related materials (collectively the "Licensed Program") described in the Order Form(s) referencing this Agreement. This Agreement applies to all program code, documentation, training materials, and enhancements embodying or related to the Licensed Program and any subsequent versions or releases of the Licensed Program which may be delivered to Licensee and the definition of Licensed Program includes all such code, documentation, materials and enhancements.

USE OF LICENSED PROGRAM

This Agreement authorizes Licensee to use the Licensed Program(s), covered by Order Form(s) accepted by CA, only with the Designated CPU(s) of Licensee at the installation site of Licensee identified on the Order Form and only for the internal operations of Licensee and for the processing of its own data.

TITLE, CONFIDENTIALITY AND RESTRICTIONS

Title to the Licensed Program remains with CA, and the Licensed Program is a trade secret and the proprietary property of CA. Licensee and its employees will keep the Licensed Program strictly confidential, and Licensee will not disclose or otherwise distribute the Licensed Program to anyone other than Licensee's authorized employees. Licensee will not remove or destroy any proprietary markings of CA. Licensee will not permit anyone except its authorized employees to have access to the Licensed Program. Except for archive purposes, Licensee will not make or permit others to make copies of or reproduce any part of the Licensed Program in any form without the prior written consent of CA. In no event will Licensee decompile, disassemble or otherwise reverse engineer any Licensed Program.

If Licensee moves its computer installation, the Licensed Program can be transferred to Licensee's new location for use on the Designated CPU(s) without a relocation charge to Licensee, but Licensee must give prior written notice to CA of such move and confirm to CA that the old computer installation has been closed. If Licensee desires, subject to obtaining CA's prior written consent, to operate the Licensed Program subsequent to a change of control of Licensee or other than with the Designated CPU(s) or other than at Licensee's installation site identified on the Order Form, Licensee will be required to pay to CA the then applicable upgrade, supplemental, transfer and replacement fees of CA. In no event can the Licensed Program be transferred outside of country boundaries.

If this Agreement should terminate for any reason, Licensee shall certify in writing to CA that all copies or partial copies of the Licensed Program have been either returned to CA or otherwise destroyed and deleted from any computer libraries or storage devices and are no longer in use by Licensee.

ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement, including the reverse side of this Agreement, the Order Form(s) and any other exhibits attached to this Agreement, represents the entire agreement between CA and Licensee with respect to the Licensed Program, and CA and Licensee agree that all other agreements, proposals, purchase orders, representations and other understandings concerning the Licensed Program, whether oral or written, between the parties are superseded in their entirety by this Agreement. No alteration or modifications of this Agreement will be valid unless made in writing and signed by the parties. No attachment, supplement or exhibit to this Agreement shall be valid unless initialed by an authorized signatory of CA.

(See Reverse Side For Additional Important Provisions)

COMPUTER ASSOCIATES INTERNATIONAL, INC.  
By: George C. [Signature]  
VICE PRESIDENT  
Name of Person Signing  
MAY 13, 1991  
Date  
275181  
License Agreement No.

LICENSEE El Dorado County  
By: Woodrow Covington  
WOODROW COVINGTON  
Type or Print Name of Person Signing  
MANAGER OF TECHNICAL SERVICES  
Title  
March 28, 1991  
Date

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07-565.3B1 IT 06/28/11 Agmt C23-007 w/Amnd 1-3

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**LIMITED WARRANTY**

CA warrants that it can grant the license described in this Agreement and the Order Form(s) and CA will defend or, at its option, settle any action at law against Licensee based upon a claim that Licensee's use of the Licensed Program in accordance with this Agreement infringes any patent, copyright or other intellectual property right of any third party. CA also represents that the Licensed Program will operate according to the specifications published by CA for the Licensed Program. If it is determined that the Licensed Program does not operate according to such specifications, CA's only responsibility will be to use its best efforts, consistent with industry standards, to cure the defect.

Any warranties made by CA (other than that of noninfringement) will extend and be in effect only for the period that Licensee is entitled to use the Licensed Program and for which Licensee shall have paid the Usage and Maintenance Fee, if applicable. With respect to hardware equipment supplied by CA, CA will, upon request, assign to Licensee any warranties which may be made by the original manufacturer of such hardware equipment.

In the event that Licensee makes any changes or modifications to the Licensed Program, Licensee agrees that such changes and modifications shall be the property of CA, unless CA shall have given its prior written consent to the contrary. Furthermore, any such changes or modifications made by Licensee to a Licensed Program will mean that the foregoing limited warranty of CA with respect to such Licensed Program shall no longer apply, and CA shall have the right to charge Licensee for additional support services at CA's then prevailing service rate, but CA shall have no obligation to provide such services.

**WARRANTY AND LIABILITY LIMITATIONS**

EXCEPT AS SET FORTH ABOVE, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY CA AND CA MAKES NO WARRANTIES WITH RESPECT TO ANY HARDWARE EQUIPMENT WHICH CA MAY SUPPLY TOGETHER WITH THE LICENSED PROGRAM OR FOR THE IMPLEMENTATION THEREOF. IN NO EVENT WILL CA BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY LOSS, INCLUDING TIME, MONEY, GOODWILL AND CONSEQUENTIAL DAMAGES, WHICH MAY ARISE FROM THE USE, OPERATION OR MODIFICATION OF THE LICENSED PROGRAM.

**DISASTER RECOVERY**

In the event that Licensee certifies in writing to CA that it has a bona fide disaster recovery plan with respect to the computer software programs used in its operations, Licensee may make one copy of the Licensed Program for archival purposes and use such archival copy on a CPU other than the Designated CPU or at an installation site other than that identified on the Order Form, such other CPU or installation site to be owned or controlled by Licensee. The use of such archival copy shall be limited (a) for the purpose of conducting limited testing of the disaster recovery plan's procedures and effectiveness (which testing shall not exceed one week in any three month period) and (b) during any period subsequent to the occurrence of an actual disaster during which the Licensee cannot operate the Licensed Program on the Designated CPU or at the installation site identified on the Order Form. Licensee agrees to furnish such further documentation with respect to its disaster recovery plan and procedures as CA may request from time to time.

**ASSIGNMENT**

Licensee may not assign this Agreement, the use of any Licensed Program or its rights and obligations under this Agreement without the prior written consent of CA. CA, however, may assign this Agreement to any third party, provided that such party assumes the obligations of CA under this Agreement. CA may also assign its right to payment under this Agreement or grant a security interest in this Agreement or such payment right to any third party without requiring that such third party be liable for the obligations of CA under this Agreement.

**ESCROW OF SOURCE CODE**

CA has deposited a copy of the source code of the Licensed Program with Mendelsohn, Kary, Bell & Natoli, 666 Fifth Avenue, New York, N.Y. 10103. Such source code will be updated with each new release of the Licensed Program which will also be deposited with the escrow agent. Such copies of the source code will be held in escrow and in the event of a final adjudication of CA as bankrupt, Licensee will, upon payment of the duplication cost and other handling charges of the escrow agent, be entitled to obtain a copy of such source code from the escrow agent. Licensee will, however, only use such copy of the source code internally to support the Licensed Program. The escrow agent's only responsibility will be to use its good faith efforts to cause a copy of the source code, in the form as delivered by CA, to be delivered to Licensee at the appropriate time.

**TAXES AND DUTIES**

The amounts set forth on any Order Form are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency including, without limitation, federal, state and local sales, use, value added and personal property taxes, and Licensee agrees to pay any such tariffs, duties or taxes (other than franchise and income taxes for which CA is responsible) upon presentation of invoices by CA. Any claimed exemption from such tariffs, duties or taxes must be supported by proper documentary evidence delivered to CA.

**BREACH AND TERMINATION**

If Licensee breaches any term of this Agreement or any Order Form or fails to pay when due any valid invoice rendered by CA, or if the Licensee becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against Licensee, CA shall have the right to terminate this Agreement immediately and, in addition to all other rights of CA, all amounts which would have become due and payable under this Agreement and any Order Forms will immediately become due and payable to CA. Any invoice which is unpaid by Licensee when due shall be subject to an interest charge of 2% per month or part thereof plus such late payment charge as CA may reasonably require to cover its additional costs of administration and collection.

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## PAY OPTION PLAN DESCRIPTIONS

**A0:** Five equal annual payments inclusive of usage and maintenance for the five-year period. Thereafter, continued usage of the Licensed Program and maintenance will be subject to the same UMF as is applicable under option G1 below.

**A8:** Three equal annual payments inclusive of usage and maintenance for the three-year period. Thereafter, continued usage of the Licensed Program and maintenance will be subject to the same UMF as is applicable under option G1 below.

**G1:** A one-time fee ("OTF") inclusive of usage and maintenance for a one-year period. Thereafter, continued usage of the Licensed Program and maintenance will be subject to an annual usage and maintenance fee ("UMF") equal to the then prevailing OTF for the Licensed Program multiplied by the then prevailing UMF rate for the Licensed Program.

**G2:** Thirty-six equal monthly payments inclusive of usage and maintenance for the three-year period. Thereafter, continued usage of the Licensed Program and maintenance will be subject to the same UMF as is applicable under option G1 above.

**G3:** A single payment for a three-year term license, inclusive of usage and maintenance for the three-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing G3 license fee.

**G4:** A single payment for a two-year term license, inclusive of usage and maintenance for the two-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing G4 license fee.

**G5:** A single payment for a one-year term license, inclusive of usage and maintenance for the one-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing G5 license fee.

**G6:** Three equal annual payments for a three-year term license, inclusive of usage and maintenance for the three-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing G6 license fee.

**G7:** Thirty-six equal monthly payments for a three-year term license, inclusive of usage and maintenance for the three-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing G7 license fee.

**G0:** A single payment for the limited purpose(s) set forth on the face of this Order Form without effecting any change in any existing license except as specifically set forth.

## RENEWALS

All renewals shall be automatic unless either CA or Licensee shall, within thirty days prior to the expiration of the license period or any renewal period, give written notice to the other party of its intention not to renew. If the applicable UMF shall be discontinued at any time, reinstatement shall be subject to a reinstatement charge equal to 150% of the then prevailing UMF multiplied by the number of years and part thereof during which usage and maintenance of the Licensed Program shall have been discontinued.

## SCHEDULE OF TERMS

License fees, OTFs and UMFs are per CPU, are applicable only to Designated CPU(s) and licensed installation sites of Licensee, and use of the Licensed Program is restricted to the internal operations of Licensee and for the processing of its own data, and any proposed change in any of the foregoing, including a change of control of the Licensee or Licensee's business, shall be subject to CA's prior written consent and payment of all applicable charges. Licensee shall furnish to CA such documentation and access to its facilities as CA may request from time to time to verify compliance with the provisions hereof. All fees and charges are payable in advance upon receipt of invoice.

## UPGRADE

The existing Designated CPU may be upgraded to a higher group at any time during the term of the Order upon prior written notice to CA. The expiration date of the term of the Order or the then current usage and maintenance period for the existing Designated CPU shall not change, and it shall apply to the upgraded CPU. All applicable upgrade fees and adjustments to the license fees and applicable UMFs for an upgraded CPU shall be determined in accordance with CA's policy and prices prevailing at the time of the upgrade.

## ADDITIONAL CPU(S)

Additional CPU(s) at the same installation site may be licensed to use the Licensed Program. In order to add one or more CPU(s), one copy of the Licensed Program at the installation site must either have an existing license to run on a CPU in the highest CPU group at the installation site, or be upgraded to a CPU in that highest CPU group in accordance with the "Upgrade" policy of CA. The license for additional CPU(s) may be an Option G1, G2, A0 or A8 only if the license for the Licensed Program in the highest CPU group shall be an Option G1, G2, A0 or A8. Provided that the first CPU has been upgraded to or is licensed for use in the highest CPU group at the installation site, the license fee, and any subsequent UMF, for each additional CPU at the same installation site shall be the then prevailing license fee or UMF, as the case may be, applicable to the additional CPU. In all cases, such additional CPU license fee or UMF shall only apply during such time as the Order and UMF for the Licensed Program in the highest CPU group shall be current and in effect.

## VSE TO MVS CONVERSION CREDIT

If Licensee is already licensed to use the VSE version of a Licensed Program and wishes to terminate usage of such VSE version of the Licensed Program and convert to the MVS version of that Licensed Program, Licensee shall be entitled to a credit equal to 100% of the license fees paid for the VSE version of the Licensed Program, reduced by a per month usage fee equal to 2% of the prevailing G1 OTF applicable to such VSE version of the Licensed Program. Such credit shall not exceed 50% of the indicated license fee (based upon the payment option selected) for the MVS version of such Licensed Program. This credit is only applicable to a license of the corresponding MVS version of the Licensed Program.

## CLIENT SERVICES

All of the terms and conditions contained in the License Agreement referred to in this Order Form shall apply to the Services ordered hereunder. All programs, documentation, reports, techniques, designs and other materials prepared or created by CA shall remain the property of CA and shall not constitute work made for hire under the Copyright Act. The fees set forth in this Order Form for Services, as more fully set forth in the attached description(s), do not include out-of-pocket expenses (such as transportation, lodging, meal per diem, and other expenses) incurred by CA while providing the Services ordered, which expenses will be charged to the Licensee from time to time or upon completion of the ordered Services. If performance of the Services is delayed due to Licensee's failure to provide required computer access or personnel or similar reasons, Licensee shall pay CA's then prevailing daily charge, plus reimbursement of all such out-of-pocket expenses, for each additional day for each person assigned by CA to provide the Services.

## REFERENCED LICENSE AGREEMENT

The terms and conditions of the License Agreement or prior Order Form, as the case may be, referenced by this Order Form shall apply to this Order Form. If any provision of the License Agreement or prior Order Form, as the case may be, shall contradict any provision of this Order Form, the provisions of this Order Form shall apply with respect to the Licensed Program(s) described herein. If the License Agreement referred to in this Order Form currently provides for a license of Licensed Program(s) for use on an "installation or site basis," then the same shall be amended, for purposes of the Licensed Program(s) covered by this Order Form, to a license for use on a "per CPU" basis.

## NOTICES

All notices, invoices and other communications hereunder shall be delivered to Licensee and CA at their respective addresses set forth in this Order Form unless changed by similar notice.

## **LIMITED WARRANTY**

CA warrants that it can grant the license described in this Agreement and the Order Form(s) and CA will defend or, at its option, settle any action at law against Licensee based upon a claim that Licensee's use of the Licensed Program in accordance with this Agreement infringes any patent, copyright or other intellectual property right of any third party. CA also represents that the Licensed Program will operate according to the specifications published by CA for the Licensed Program. If it is determined that the Licensed Program does not operate according to such specifications, CA's only responsibility will be to use its best efforts, consistent with industry standards, to cure the defect.

Any warranties made by CA (other than that of noninfringement) will extend and be in effect only for the period that Licensee is entitled to use the Licensed Program and for which Licensee shall have paid the Usage and Maintenance Fee, if applicable. With respect to hardware equipment supplied by CA, CA will, upon request, assign to Licensee any warranties which may be made by the original manufacturer of such hardware equipment.

In the event that Licensee makes any changes or modifications to the Licensed Program, Licensee agrees that such changes and modifications shall be the property of CA, unless CA shall have given its prior written consent to the contrary. Furthermore, any such changes or modifications made by Licensee to a Licensed Program will mean that the foregoing limited warranty of CA with respect to such Licensed Program shall no longer apply, and CA shall have the right to charge Licensee for additional support services at CA's then prevailing service rate, but CA shall have no obligation to provide such services.

## **WARRANTY AND LIABILITY LIMITATIONS**

**EXCEPT AS SET FORTH ABOVE, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY CA AND CA MAKES NO WARRANTIES WITH RESPECT TO ANY HARDWARE EQUIPMENT WHICH CA MAY SUPPLY TOGETHER WITH THE LICENSED PROGRAM OR FOR THE IMPLEMENTATION THEREOF. IN NO EVENT WILL CA BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY LOSS, INCLUDING TIME, MONEY, GOODWILL AND CONSEQUENTIAL DAMAGES, WHICH MAY ARISE FROM THE USE, OPERATION OR MODIFICATION OF THE LICENSED PROGRAM.**

## **DISASTER RECOVERY**

In the event that Licensee certifies in writing to CA that it has a bona fide disaster recovery plan with respect to the computer software programs used in its operations, Licensee may make one copy of the Licensed Program for archival purposes and use such archival copy on a CPU other than the Designated CPU or at an installation site other than that identified on the Order Form, such other CPU or installation site to be owned or controlled by Licensee. The use of such archival copy shall be limited (a) for the purpose of conducting limited testing of the disaster recovery plan's procedures and effectiveness (which testing shall not exceed one week in any three month period) and (b) during any period subsequent to the occurrence of an actual disaster during which the Licensee cannot operate the Licensed Program on the Designated CPU or at the installation site identified on the Order Form. Licensee agrees to furnish such further documentation with respect to its disaster recovery plan and procedures as CA may request from time to time.

## **ASSIGNMENT**

Licensee may not assign this Agreement, the use of any Licensed Program or its rights and obligations under this Agreement without the prior written consent of CA. CA, however, may assign this Agreement to any third party, provided that such party assumes the obligations of CA under this Agreement. CA may also assign its right to payment under this Agreement or grant a security interest in this Agreement or such payment right to any third party without requiring that such third party be liable for the obligations of CA under this Agreement.

## **ESCROW OF SOURCE CODE**

CA has deposited a copy of the source code of the Licensed Program with Mendelsohn, Kary, Bell & Natoli, 666 Fifth Avenue, New York, N.Y. 10103. Such source code will be updated with each new release of the Licensed Program which will also be deposited with the escrow agent. Such copies of the source code will be held in escrow and in the event of a final adjudication of CA as bankrupt, Licensee will, upon payment of the duplication cost and other handling charges of the escrow agent, be entitled to obtain a copy of such source code from the escrow agent. Licensee will, however, only use such copy of the source code internally to support the Licensed Program. The escrow agent's only responsibility will be to use its good faith efforts to cause a copy of the source code, in the form as delivered by CA, to be delivered to Licensee at the appropriate time.

## **TAXES AND DUTIES**

The amounts set forth on any Order Form are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency including, without limitation, federal, state and local sales, use, value added and personal property taxes, and Licensee agrees to pay any such tariffs, duties or taxes (other than franchise and income taxes for which CA is responsible) upon presentation of invoices by CA. Any claimed exemption from such tariffs, duties or taxes must be supported by proper documentary evidence delivered to CA.

## **BREACH AND TERMINATION**

If Licensee breaches any term of this Agreement or any Order Form or fails to pay when due any valid invoice rendered by CA, or if the Licensee becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against Licensee, CA shall have the right to terminate this Agreement immediately and, in addition to all other rights of CA, all amounts which would have become due and payable under this Agreement and any Order Form will immediately become due and payable to CA. Any invoice which is unpaid by Licensee when due shall be subject to an interest charge of 2% per month or part thereof plus such late payment charge as CA may reasonably require to cover its additional costs of administration and collection.



ORDER FORM

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Computer Associates International, Inc. 711 Stewart Avenue Garden City, NY 11530-4787 (516) 227-3300 FAX (516) 229-4092

Licensee Name And Address: El Dorado County
360 Fair Lane, Placerville, CA 95667

License Agreement No.: 275181 If Tax Exempt, Number: (attach certificate)

Installation/Service Site Location: (if different from above)

Installation/Service Site I.D. No.: 115699

Licensee Technical Contact Person: Woody Covington Phone: 916-621-5478

Licensee Billing Address: (if different from above)

Licensee Billing Contact Person: (if different from above) Phone:

Licensee Shipping Address: (if different from above)

Licensee Shipping Contact Person: Phone:

Installation No. for password protected products. Licensee P.O. No.: (if required)

Table with 7 columns: CA Supplement No., Product(s), Services or Materials, Manufacturer, Designated CPU(s) Model, Operating System, CPU Serial No., Initial Invoice Amount (Net Of Taxes). Rows include CA-LIBRARIAN and CA-LIBRARIAN Startup Pack.

Effective Date of this Order: March 22, 1991

- Payment options: A0 (Five equal payments), A8 (Three equal payments), G1 (Single payment), G2 (Thirty-six equal payments - selected), G3, G4, G5, G6, G7.

- Additional options: G0 (Single payment of \$2500.00 for Services), Upgrade to CPU, Maintenance Reinstatement, Transfer Fee, Other Supplemental Fee.

(See Reverse Side for a detailed description of each Pay Option and for additional important provisions)

Computer Associates International, Inc. By: George C. Patten, VICE PRESIDENT, MAY 13, 1991

Licensee: El Dorado County By: Woodrow Covington, MANAGER OF TECHNICAL SERVICES, March 28, 1991