Foundation Agreement
US Public Sector (Direct)

1. INTRODUCTION

1.1 This Foundation Agreement ("Foundation Agreement") between CA, Inc., located at One CA Plaza, Islandia, New York 11749, ("CA"), and EL DORADO COUNTY, located at 360 Fair Ln, Placerville, CA, 95667-4107, ("Customer"), is effective 1/24/2018, and specifies the terms and conditions agreed between the Parties as a foundation for their relationship as further defined in the applicable Modules.

1.2 The Foundation Agreement may incorporate any Module that is attached hereto or signed separately by the Parties.

1.3 Modules attached to this Foundation Agreement as are as follows: Software Module

2. DEFINITION

2.1 "Affiliate" with respect to Customer means any legal entity in which the Customer directly or indirectly Controls.

2.2 "Agreement" means this Foundation Agreement, the applicable Module and applicable Transaction Document, and any document incorporated expressly therein by reference.

2.3 "CA Offering" means the individual offering (such as software, services, software as a service etc.) made available by CA as defined in the Module and/or Transaction Document.

2.4 "Confidential Information" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, CA Offerings, Documentation, and any benchmark data and results produced.

2.5 "Control" means ownership or control of greater than 50% of an entity's shares or control the board of such entity by force of law or contract, or the equivalent.

2.6 "Documentation" means the documentation, technical product specifications and/or user manuals, published by CA or any entity within CA group of companies (each a CA entity) that is made generally available with CA Offerings.

2.7 "Module" means the additional terms and conditions applicable to the CA Offering.

2.8 "Parties" means individually and or collectively CA and or the Customer.

2.9 "Term" means, with respect to each Transaction Document, the period during which the CA Offering is provided, licensed or granted.

2.10 "Transaction Document" means a signed mutually agreed ordering document such as a CA order form or statement of work, or in the alternative, may be a Customer-issued purchase order, referencing a CA order form, quote/proposal, or statement of work for the specific CA offering licensed or purchased.

3. ORDERING AND DELIVERY

3.1 Under the terms of this Agreement, Customer may purchase and CA shall provide the specific CA Offering in a Module signed by the Parties. This Agreement does not entitle Customer's Affiliates that is a separate legal entity in a jurisdiction different from Customer to directly purchase any CA Offering from CA, unless such Affiliate signs a participation agreement with CA to adopt and adhere to the terms for this Agreement.

3.2 Any terms that may appear on a Customer's purchase order which purport to add to or otherwise vary from the referenced CA quote or proposal, that vary from the Agreement (including, without limitation, pre-printed terms) shall not apply and shall be deemed null and void unless explicitly required by law.

3.3 The CA Offering will be delivered either by electronic delivery (ESD) or in tangible media carriage paid to (CPT), as defined in INCOTERMS 2010, from CA's shipping point as indicated in the Transaction Document. 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.

3.4 In the event of a payment or set off issue relating to one CA Offering, such payment issue shall not impact any other obligation to pay for any CA Offering provided to Customer.

4. CONFIDENTIAL INFORMATION

4.1 The Parties agree that when receiving Confidential Information from the disclosing Party, that the receiving Party shall hold it in confidence and shall not disclose or use such information except as permitted under the Agreement. The receiving Party shall treat the

disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care, and the receiving Party shall use Confidential Information only for the purposes described in the Agreement. Confidential Information may be disclosed to receiving Party's employees, agents, financial advisors, contractors and attorneys on a need-to know basis and the receiving Party shall ensure that such persons maintain such Confidential Information pursuant to the terms of the Agreement.

4.2 The receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.

4.3 For the purposes of the Agreement, Confidential Information shall exclude: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.

4.4 Nothing in the Agreement will (i) preclude CA from using the ideas, concepts and know-how which are developed in the course of providing any CA Offerings to Customer or (ii) be deemed to limit CA's rights to provide similar CA Offerings to other customers. Customer agrees that CA may use any feedback provided by Customer related to any CA Offering for any CA business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.

4.5 The receiving Party agrees, upon request of the disclosing party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.

4.6 In the event of a breach of this section, the disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance or any other form of equitable relief deemed appropriate by a court of competent jurisdiction. For CA software (including code) and Documentation, and Customer's and/or CA's Confidential Information expressly designated in writing as perpetually confidential, the obligations of this section are perpetual and shall survive termination. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

5. FEES

5.1 Unless an alternative date of payment is set out on the Transaction Document, all payments shall be made without deduction or set off and are due thirty (30) days from receipt of CA's invoice, which shall be deemed received no more than three (3) days from the invoice date as issued by CA.

5.2 In the event a payment due date falls on a weekend or a holiday the payment shall be payable by Customer to CA on the business day immediately prior to such date. CA may charge interest as allowed by law unless Customer has a bona fide dispute supported by written explanation.

6. TITLE

6.1 CA retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all CA Offerings and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

7. WARRANTY

7.1 Each Party represents and warrants that it has the legal power to enter into the Agreement.

7.2 CA represents and warrants that it owns or otherwise has sufficient rights to grant Customer the rights defined in any Transaction Document during the Term.

8. INDEMNIFICATION

8.1 CA will indemnify, defend and/or, at its option, settle any third party claims that Customer's use of the specific CA Offering licensed or purchased by Customer under this Agreement infringes any valid US patent or copyright within the jurisdictions where Customer is authorized to use the CA Offering at the time of delivery. CA may, at its option and expense: (i) procure for Customer the right to

continue to use the CA Offering; (ii) repair, modify or replace the CA Offering so that it is no longer infringing; or (iii) provide a pro-rated refund of the fees paid for the CA Offering which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that CA is notified of the third Party claim. If the CA Offering is CA software, and is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.

8.2   CA shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the CA Offering except a modification by CA, (ii) if the CA Offering is not being used in accordance with CA's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a CA published update or patch, (iv) if the alleged infringement is a result of use of the CA Offerings in combination with any third Party product, or (v) if the applicable fees due for the specific Transaction Document have not been paid. The indemnifications contained herein shall not apply and CA shall have no liability in relation to any CA Offering produced by CA at the specific direction of Customer. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CA REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

8.3   The above indemnities are contingent upon: (i) Customer providing prompt notice of any claim of infringement and assistance in the defense thereof, (ii) CA's right to control the defense or settlement of any such claim, provided that the settlement does not require a payment or admission of liability on the part of Customer, and (iii) Customer not taking any actions or failing to take actions that hinder the defense or settlement process as reasonably directed by CA.

9.   LIMITATION OF LIABILITY

EXCEPT IN THE CASE OF A BREACH OF TITLE, INFRINGEMENT OF CA'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIALITY, AND OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY (INCLUDING ANY OF CA'S SUPPLIERS) SHALL BE LIABLE FOR A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF DATA BY USE OF ANY CA OFFERING, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT WILL A PARTY'S LIABILITY EXCEED THE FEES PAID AND OR OWED FOR THE THEN-CURRENT INITIAL OR RENEWAL TERM FOR WHICH THE CUSTOMER HAS PROCURED THE CA OFFERING OR AS FURTHER DEFINED IN THE MODULE. FURTHERMORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CA SHALL NOT INCUR ANY LIABILITY FOR DEATH OR BODILY INJURY TO ANY THIRD PARTY UNLESS THE SAME ARISES FROM THE INTENTIONAL OR GROSSLY NEGLIGENT ACT(S) OF CA.

10.   TERM & TERMINATION

10.1   This Foundation Agreement shall continue in effect unless otherwise terminated in accordance with this section.

10.2   In the event Customer elects to terminate a Transaction Document for convenience prior to the expiration of the then current term, and such transaction document includes licenses for CA software, Customer shall also, within a reasonable period of time, delete all copies of such software from its systems, including copies stored for archival or storage purpose and either destroy or return them to CA. The foregoing shall not apply, however, where such licenses were perpetual and Customer, at the time of such termination, has paid all associated perpetual license fees.

10.3   CA and Customer recognize that Customer's obligation on orders or renewals placed against this Foundation Agreement, beyond the first year after execution, are contingent upon the availability of appropriated funding. Should such appropriated funding not become available, Customer may terminate such order or renewal (in whole or in part) for convenience on that basis.

10.4   Where Customer elects to terminate under this section (for lack of fiscal funding or otherwise), Customer agrees to provide written confirmation of such election in a timely manner.

10.5   Termination of this Foundation Agreement will not result in termination of any Transaction Document and such terms shall survive until such time the Transaction Document expires or is otherwise terminated.

10.6   Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Foundation Agreement or the Agreement. Upon termination for any reason, Customer shall pay CA any committed fees and expenses under the applicable Transaction Document whether due before or after the date of termination which shall become immediately due and payable to CA on such termination. All fees are non-cancellable and non-refundable unless a pro rated refund applies as provided in the applicable Module.

11.   DISPUTE RESOLUTION

11.1   Prior to the initiation of formal dispute resolution procedures to resolve any material disagreement, the Parties shall first meet as often, and for such duration and as promptly as the Parties reasonably deem necessary to discuss such disagreement and negotiate in good

faith in an effort to resolve it. If Customer and CA are unable to resolve the disagreement within thirty (30) days after it has been referred to them, then each Party will appoint one (1) senior executive who is not involved on a day-to-day basis with the subject matter of the Agreement and will negotiate the matter in good faith in an effort to resolve the disagreement without the necessity of any formal proceedings.

11.2   Formal proceedings for the resolution of a Dispute may not be commenced until the earlier of: (i) the good faith determination by the appointed senior executives that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the appointed senior executives. The provisions of paragraphs (i) and (ii) will not be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue equitable rights or injunctive remedies deemed reasonable necessary to protect its interests.

12.   GENERAL TERMS

12.1   **Amendments**. The terms of the Agreement may only be amended by mutual written agreement of the Parties.

12.2   **Force Majeure**. Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

12.3   **Order of Precedence**. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) the relevant Module; (3) this Foundation Agreement. Notwithstanding this Order of Precedence, a Customer issued purchase order shall not modify the terms of the documents indicated herein.

12.4   **Customer Data**. If Customer transfers any personal data to CA as a requirement pursuant to any CA Offering, then Customer represents that (i) it is duly authorized to provide personal data to CA and it does so lawfully in compliance with relevant legislation, (ii) CA and any entity within the CA group of companies (each a "CA entity") or its subcontractors can process such data for the purposes of performing its obligations and (iii) CA may disclose such data to any CA entity and its subcontractors for this purpose and may transfer such data to countries outside of the country of origin. CA, Inc. is Safe Harbour certified and the CA Entities have committed to comply with relevant data protection/privacy legislation.

12.5   **Import/Export**. Customer agrees that CA Offerings, Documentation, and or Confidential Information is subject to export controls of the United States of America and import controls of any other country in which such information may be used. Customer agrees to export, re-export or import such information only in compliance with such laws and controls.

12.6   **Announcements**. Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.

12.7   **Counterparts**. This Foundation Agreement, any Module and any Transaction Document as applicable may be signed in any number of counterparts and each part shall be considered part of the whole and valid, legally binding document.

12.8   **Notice**. All notices hereunder shall be delivered to the other Party identified in the Agreement either personally, via certified mail, facsimile or overnight courier. If delivered personally, notice shall be deemed effective when delivered; if delivered via facsimile, notice shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

12.9   **Headings**. The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.

12.10 **Validity**. In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

12.11 **Third Parties**. This Agreement shall not create any rights in favor of, or any obligations owed by, any third Party unless otherwise expressly defined in any Module. The Parties agree that any action arising from this Agreement shall solely be brought by Customer or CA.

12.12 **Choice of Law**. To the extent that federal law is not dispositive of a dispute hereunder, the laws of the State of New York (excluding its conflict of laws provisions) shall govern the construction and enforceability of the Agreement.

12.13 **Survival**. Sections pertaining to Confidentiality, Title, Limitation of Liability, Termination and Import/Export shall survive termination of this Foundation Agreement.

12.14 **Entire Agreement**. The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.

12.15 **Signature**. The Parties have caused this Foundation Agreement to be executed by their duly authorized representatives as identified below.

Customer

Signature: _____

Name: _____

Title: _____

Date _____

CA, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

1. **INTRODUCTION**

   1.1. This Module for CA Software ("Software Module") between CA, Inc., located at One CA Plaza, Islandia, New York 11749, Tel: 800 225 5224 ("CA"), and EL DORADO COUNTY, located at 360 Fair Ln, Placerville, CA, 95667-4107 ("Customer"), effective 1/24/2018 specifies terms and conditions which apply to CA Software that CA will license to Customer and the Support that applies.

   1.2. This Software Module incorporates by reference the terms of the Foundation Agreement effective 1/24/2018, between CA and Customer. Any capitalized terms used in this Software Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. **DEFINITION**

   2.1 "Access" means use of CA Software remotely by an Authorized End User.

   2.2 "Authorized End Users" means Customer, as well as its employees and support contractors (but excluding any facilities management provider or application service provider) that are bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Customer and not any other party.

   2.3 "Authorized Use Limitation" means the quantity of the CA Software licensed in accordance with the License Metric specified on the Transaction Document.

   2.4 "CA Software" means the computer software programs, either provided individually or packaged as a software appliance, made generally available and licensed to a Customer under this Module pursuant to the applicable Transaction Document including all Versions, Releases, provided as part of Support if applicable.

   2.5 "Distributed" means the CA Software designated as distributed that is generally used for indepedent usage across individuals systems or hardware based on the Licensed Metric in a decentralized form of computing.

   2.6 "License Metric" means the specific criteria for measuring the usage of the CA Software (such as MIPS, CPUs, tiers, servers, or users).

   2.7 "Mainframe" means CA Software designated as mainframe that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the Licnesed Metric in a centralized form of computing.

   2.8 "Maintenance" means the provision of new Releases made available while on active Support or new Versions if applicable to the generally available CA Software licensed by Customer.

   2.9 "Perpetual License" means a license to use CA Software for an indefinite period subject to compliance with the Agreement.

   2.10 "Release" means a general available release of a CA software product, which may contain minor new software product functionality, code, or compatibility and incorporates all previous fixes (if any exist) since the last Version. Typically, a Release requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA for a particular product, a Release is tied to the preceding Version and is typically designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.

   2.11 "Subscription" or "UMF" (Usage and Maintenance Fee) license means a license to use CA Software for a specific period of time which shall include Support unless otherwise stated in a Transaction Document.

   2.12 "Support" means the provision of technical support and Maintenance provided for a particular CA Software as further defined on the Transaction Document.

   2.13 "Territory" is the location indicated on the Transaction Document where Customer is authorized to install the CA Software.

   2.14 "Version" means a release of a CA Software Product that contains major changes in software product functionality, code, or compatibility and incorporates the previous release (if one has occurred), fixes and service Packs (if they have occurred). Typically, a Version requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA for a particular product, a Version is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

3. **SOFTWARE OFFERING & OBLIGATIONS**

   3.1 CA grants the Customer a limited, non-exclusive, non-transferable license, for the Term:

3.1.1 install and deploy the CA Software in the Territory up to the Authorised Use Limitation.

3.1.2 permit its Authorized End Users Access to the CA Software for Customer's and Affiliates' internal business wherever located. Customer hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Customer.

3.1.3 make a reasonable number of copies of the CA Software for disaster recovery "cold standby", backup and archival purposes. Use of such copies is limited to testing Customer's disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Customer cannot operate the CA Software.

3.1.4 relocate CA Software to a new Customer location within the Territory upon prior written notice.

3.2   The CA Software's specifications and specified operating environment information may be found in the Documentation accompanying the CA Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file).

3.3   Upon request by CA, Customer agrees to provide records reasonably requested by CA to verify its compliance with the Authorized Use Limitation defined in the Transaction Document during the period in which Customer is licensed to use the Software and for a period of twelve (12) months after expiration including certified copies of statements or records as applicable. Such reports will be based on the License Metric indicated on the Transaction Document.

3.4   The grant of license is contingent upon Customer's compliance with the following obligations set out under this provision: Customer agrees, that it shall not: (i) access or use any portion of the CA Software not expressly authorized in the Transaction Document or the Documentation of the CA Software; (ii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the CA Software; (iii) modify, unbundle, or create derivative works of the CA Software and/or Documentation; (iv) rent, sell, lease, assign, transfer or sublicense the CA Software or use the CA Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (v) remove any proprietary notices, labels, or marks on or in any copy of the CA Software or Documentation; (vi) use the CA Software beyond the Authorized Use Limitation.

3.5   CA reserves the right, on notice to the Customer, to conduct an audit remotely or onsite of Customer and/or its Affiliates facilities to verify Customer's compliance with the terms of the Agreement. CA agrees that such audit shall be conducted during regular business hours at Customer's offices and CA shall endeavor to conduct such audit so as not to interfere unreasonably with Customer's activities and/or use an independent third party to conduct the audit subject to terms of non-disclosure if required.

3.6   All rights not specifically granted hereunder are expressly reserved.

4.   SUPPORT OFFERING

4.1   If Support is purchased as defined in the Transaction Document, CA will provide Customer with technical support for the CA Software to operate according to the Documentation, help desk support and Maintenance for the CA Software based on Support guidelines as described on http://www.support.ca.com.

4.2   In order to initiate an issue, Customer will provide CA sufficient information so that CA can provide assistance to Customer in a timely manner.

4.3   CA will provide a minimum of twelve months prior written notice to Customer if CA ceases to provide new Versions or Releases for a CA Software product.

4.4   If renewal fee of Support is defined on the Transaction Document then CA may automatically invoice Customer for such renewal of Support unless CA receives not less than thirty (30) days written notice from Customer prior to the anniversary of the applicable Term that such Support is not required.

4.5   If selected in the Transaction Document, Customer may purchase a higher tier of Support (Plus or Premier) as further defined at http://www.support.ca.com for additional fees for each CA Software product.

5.   FEES

If indicated on the Transaction Document, Customer may pay intial payments through same day fed wire to ensure payments are made on the due date defined on the Transaction Document when entering a new Term. For other payments required by Customer, CA will send Customer an invoice containing the applicable remit to address or updated wire transfer information at least thirty (30) days prior to each respective due date. The following wire transfer routing information applies: Wells Fargo Bank, NA, ABA# 121000248, Account Name: CA, Inc. Lockbox, Account#: 2000028313816.

6. **THIRD PARTY TERMS**

In the event that the CA Software contains third-party software components, additional terms, notices and/or information that may be applicable to such third-party software components may be found in the Documentation accompanying the CA Software (e.g., a user manual, user guide, or readme.txt or notice.txt file), and/or at https://support.ca.com/prodinfo/tpterms.

7. **PERFORMANCE WARRANTY**

7.1   For Distributed Software. CA warrants that the CA Software as defined in the Transaction Document will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the CA Software subject to Customer's compliance with the Agreement.

7.2   For Mainframe Software. CA warrants that the Mainframe Software will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term of the Transaction Document, subject to Customer's compliance with the Agreement.

8. **PERFORMANCE WARRANTY REMEDY**

8.1   If CA has breached either warranty set forth in the section entitled: Performance Warranty, Customer's remedy is for CA to, in consultation with Customer, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the CA Software(s) with one that materially complies with the Documentation, or (iii) terminate the license and provide a pro-rata refund of the license fees paid and or Support fees. If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Transaction Document or if the CA Software is licensed under a Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years.

8.2   Warranty remedies are conditioned upon (i) any error or defect complained of is reasonably reproducible by CA, (ii) the CA Software is not modified and is being used in accordance with CA Documentation, and (iii) the breach is not attributable in whole or in part to any non-CA product(s) or service(s).

8.3   **THE ABOVE WARRANTIES ARE THE SOLE WARRANTIES PROVIDED BY CA. NO OTHER WARRANTIES, INCLUDING THAT THE CA SOFTWARE IS ERROR FREE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA OR ITS SUPPLIERS.**

9. **GENERAL TERMS**

Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) the Software Module; (3) the Foundation Agreement. Notwithstanding this Order of Precedence, a Customer issued purchase order shall not modify the terms of the documents indicated herein.

Effective Date of this Order Form: 7/1/2017	Order Form #: 00037680.0 (When using a Purchase Order, please reference this number thereby incorporating the terms, pricing and governing contract defined herein.)	
Customer Name: EL DORADO COUNTY (which may be referred to as "Customer" or "You" or "Licensee" in the referenced Governing Contract below)		Customer ID No: 49048
Customer Address: 360 Fair Ln, Placerville, CA, US, 95667-4107		
Billing Address: 360 Fair Ln, Placerville, CA, US, 95667-4107		
Billing Contact: Walter Davies	Phone: 530-621-5420	E-mail: walter.davies@edcgov.us
Shipment Address: 360 Fair Ln, Placerville, CA, US, 95667-4107		
Shipping Contact: Walter Davies	Territory:	
Technical Contact: Walter Davies	Phone: 530-621-5420	E-mail: walter.davies@edcgov.us
Name of Governing Contract: Foundation Agreement between El Dorado and CA, Inc., effective 1/24/2018 ("El Dorado-SLED-Foundation-P-0118") Governing Contract No. or Effective Date: 1/24/2018		For Customer Administrative Purposes Only: PO Required? PO #:
CA Software licensed may be subject to Specific Program Documentation ("SPD") located at: http://www.ca.com/licenseagreement. CA Education is provided pursuant to Specific Program Documentation ("SPD") located at http://www.ca.com/licenseagreement and the Education Terms located at http://ca.com/education/terms. SaaS, if ordered is provided pursuant to the SaaS Listings located at: https://www.ca.com/us/why-ca/saas/saas-resources.html.		

Offer Expiration

The pricing and terms offered herein expire unless Customer executes and delivers this document to CA prior to 5 PM EST on the Effective Date and provided that the Foundation Agreement referenced above is executed prior to or at the same time this Order Form is executed.

Payment Profile (USD)

Payment Date	License Fee	Subscription Fee	Support Fee	Total Fees Due
7/1/2017	N/A	N/A	46,698.15	46,698.15

CA Mainframe Software Information (USD)

Mainframe CA Software	License Type*	Operating System	Authorized Use Limitation	Start Date**	End Date	Ship (Y/N)
CA Librarian Base+ LIB/AM+ TSO	UMF	MVS	88 MIPS	7/1/2017	6/30/2018	No
CA SOLVE:Access® Session Management for z/OS MIPS (f/k/a CA SOLVE:Access® Session Management)	UMF	MVS	88 MIPS	7/1/2017	6/30/2018	No
CA RC/Update® for DB2 for z/OS MIPS (f/k/a CA RC/Update® for DB2 for z/OS)	UMF	MVS	88 MIPS	7/1/2017	6/30/2018	
CA RC/Query® for DB2 for z/OS MIPS (f/k/a CA RC/Query® for DB2 for z/OS)	UMF	MVS	88 MIPS	7/1/2017	6/30/2018	

*With respect to perpetual licenses, Start Date and End Date refer to the start date and end date for Support.

**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.

Mainframe CPU Information
As of the Effective Date of this Order Form, Customer is running the Mainframe CA Software with the Authorized Use Limitation as listed in the above grid on the following CPU(s):

Make	Model	Serial Number	Location
IBM	2828-E01	07E2C7	as above

Product Deliveries
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 by electronic delivery ("ESD"). 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", "GA", or "MULTI-PLATFORM" denotes such operating systems for which the CA Software is made generally available by CA in accordance with CA current published specifications.

Audit
Within thirty (30) days of CA's written request, Customer agrees to furnish CA with such information and access to its facilities and its Affiliates' facilities and records as CA may reasonably request in order to verify its compliance with this Order Form and the Agreement. Such audit shall take place no more than once per twelve (12) month period and only during regular business hours on Customer business days.

Initial Payment: Wiring Information
Customer to wire the total initial payment due on or before the due date through a Same Day Fed Wire. For subsequent payments listed herein, CA will send Customer an invoice containing the applicable remit to address or updated wire transfer information at least 30 days prior to each respective due date. As of the date of this Order Form, the following wire transfer routing information applies:
    Wells Fargo Bank NA, ABA# 121000248, Account Name: CA, Inc. Lockbox Account#: 2000028313816.

Entire Agreement
This document, and any applicable exhibits or referenced Governing Contract and applicable supplementary terms as defined herein 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 term or condition contained in Customer's purchase order or similar document will apply unless agreed upon hereunder, even if CA has accepted the order set forth in such purchase order, and all such terms or conditions are otherwise hereby expressly rejected by CA. No

modification or claimed waiver of any provision herein shall be valid except by written amendment signed by authorized representatives of Customer and CA.

EL DORADO COUNTY

Signature: _____

Name: _____

Title: _____

Date: _____

CA, INC.

Signature: _____

Name: _____

Title: _____

Date: _____