

**Order Form** 

## CA, Inc. ("CA")

2291 Wood Oak Drive Herndon, Virginia 20171

Effective Date of this Order Form: 7/1/2018	Order Form #: 00045606.0 (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	o as "Customer" or "You" or	Customer ID No: 49048		
"Licensee" in the referenced Governing Contract below)				
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 US Public S	For Customer			
		Administrative Purposes		
Governing Contract No. 00039639.0		Only:		
Governing Contract Effective Date: January 24, 2018				
		PO Required?		
		PO #:		
CA Software licensed may be subject to Specific Program Documentation ("SPD") located at: <u>http://www.ca.com/licenseagreement.</u>				
CA Education is provided pursuant to Specific Program Documentation ("SPD") located at <u>http://www.ca.com/licenseagreement</u>				
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 June 15, 2018, however this provision shall be null and void and have no legal effect if this document is countersigned by CA.

## **Payment Profile (USD)**

Payment Date	License Fee	Subscription Fee	Support Fee	Total Fees Due
7/1/2018	N/A	N/A	\$46,698.15	\$46,698.15

In the event Customer purchases CA Maintenance ("CA Maintenance" may also be referred to as "CA Support"), technical and customer care expertise for CA Software is available 24x7x365 from CA's self-service web portal and by telephone for Severity 1 issues, or during regular business hours by telephone for any other issue. Technical support will be provided in accordance with the overview and guidelines available on CA Support Online at: <u>https://support.ca.com</u>.

# CA Mainframe Software Information (USD)

Mainframe CA Software	License Type*	Operating System	Authorized Use Limitation	Start Date**	End Date	Ship (Y/N)
CA	UMF	MVS	88 MIPS	7/1/2018	6/30/2019	No
SOLVE:Access®						
Session						



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Management for z/OS MIPS						
CA Librarian Base+ LIB/AM+ TSO	UMF	MVS	88 MIPS	7/1/2018	6/30/2019	No
CA RC/Query® for DB2 for z/OS MIPS	UMF	MVS	88 MIPS	7/1/2018	6/30/2019	No
CA RC/Update <sup>®</sup> for DB2 for z/OS MIPS	UMF	MVS	88 MIPS	7/1/2018	6/30/2019	No

\*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 either by electronic delivery ("ESD") or if CA requires in tangible media CPT, as defined in INCOTERMS 2010, from CA's shipping point. CA agrees to be responsible for all customs duties and clearances and title to any CA hardware if included will pass upon point of delivery to carrier at CA's shipping location. In the event of electronic delivery, no tangible personal property will be delivered. Such electronic delivery may not automatically provide for an exemption from applicable sales or use tax. Any operating system identified as "Generic", "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.



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## **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.

## **Ordering Instructions**

By referencing this Order Form on your order, it is agreed that ALL the terms of this Order Form are binding and, shall supersede any additional or modified terms and conditions, including any pre-printed terms of the order which shall have no force and effect.

## **CA Customer Reference Program**

CA may ask you to serve as a reference to other CA customers, or prospective customers, for the CA Software, SaaS, and/or Services during the term of this Order Form. CA will not ask you to serve as a reference more than four (4) times per calendar year.

## **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	CA, INC.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: