

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



**Contract Number**

17-905 A-2

**SAP Number**

## Innovation and Technology Department

**Department Contract Representative** Lea Radimaker  
**Telephone Number** 909-388-0672

**Contractor** CA Technologies  
**Contractor Representative** Doug Dorta  
**Telephone Number** (469) 247-2243  
**Contract Term** 12/21/17-12/20/22  
**Original Contract Amount** \_\_\_\_\_  
**Amendment Amount** \_\_\_\_\_  
**Total Contract Amount** \_\_\_\_\_  
**Cost Center** \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

### AMENDMENT NO. 2

This Amendment No. 2 (this "Amendment") dated April 6, 2021 is made by and between CA Technologies, and the COUNTY OF SAN BERNARDINO ("County") and modifies the terms to Agreement executed between the parties as of December 19, 2017 ("Agreement").

1. Add the following clause to the Foundation Agreement:

**6.8 Annual Reports; Audits**

On or before each anniversary of each year of the Term, Licensee shall report to CA at [MWPUUSAGE@ca.com](mailto:MWPUUSAGE@ca.com) in writing the aggregate MSU capacity at each Licensee location as at the anniversary date during the preceding twelve month period, listing by manufacturer, model, operating system, serial number and Licensee location each computer that is included within the MSU Capacity (as defined above). CA may request any additional usage and deployment information from Licensee in relation to such computers, and reserves the right, upon advance written notice, to conduct an audit of Licensee's usage directly, or through a mutually agreeable third party. If the Licensed MSUs has been exceeded, Customer agrees to pay CA, or CA's Authorized Reseller as chosen by Customer, as applicable, any applicable fees due for the preceding twelve-month period. Customer will, at CA's request upon reasonable notice, provide any further information as CA may reasonably require to verify the accuracy of the report.

2. **Full Force and Effect.** The Agreement, as amended by this Amendment, remains in full force and effect.
3. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Agreement or the Addendum, as applicable.
4. **Counterparts.** This Amendment may be signed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. A facsimile or e-mail transmission of a signed version of this Amendment shall be legal and binding on all parties.

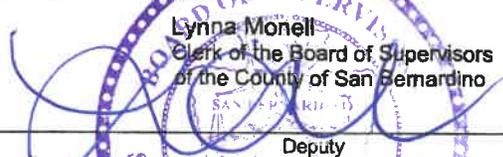
The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

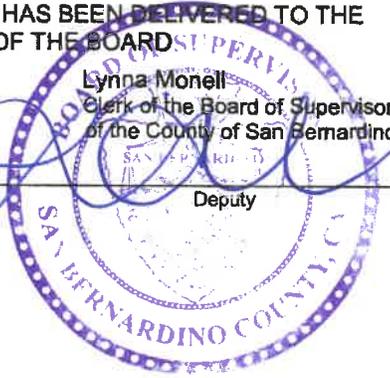
COUNTY OF SAN BERNARDINO

▶   
 Curt Hagman, Chairman, Board of Supervisors

Dated: APR 08 2021

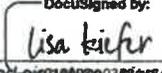
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By   
 Lynna Monell  
 Clerk of the Board of Supervisors  
 of the County of San Bernardino  
 Deputy



CA Inc.

(Print or type name of corporation, company, contractor, etc.)

DocuSigned by:  
 By ▶   
 (Authorized signature must be in blue ink)

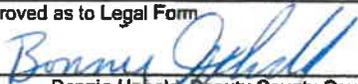
Name Lisa Kiefer  
 (Print or type name of person signing contract)

Title Principal, Sales Accounting  
 (Print or Type)

Dated: 3/10/2021

Address 1900 Metro Center Drive  
Ste. 602  
Reston, VA 20190

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶  Bonnie Uphold, Deputy County Counsel	▶ _____	▶ _____
Date <u>3-12-21</u>	Date _____	Date _____

