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CA, Inc. ("CA")

1320 Ridder Park Drive,
San Jose, CA, US, 95131

Product Renewal Notification and Software ("Order")

Quote:	**CPQ-552583**	**If issuing a PO, please ensure Quote # is referenced.**	Quote Expiration Date:	**Nov 17, 2020**

Effective Date of this Order:	Nov 17, 2020
Customer Name:	SAN BERNARDINO COUNTY
Customer Address:	670 E Gilbert St San Bernardino CA 92415-1020 US
Billing Address:	670 E Gilbert St San Bernardino CA 92415-1020 US
Billing Contact:	Brenda Pena
Shipment Address:	670 E Gilbert St San Bernardino CA92415-1020 US
Shipping Contact:	Brenda Pena

Customer ID No:	5225568
E-mail:	Brenda.Pena@isd.sbcounty.gov
E-mail:	Brenda.Pena@isd.sbcounty.gov

On-Premise Software:

Prior Contract No	Product Name	Product Code	Transaction Type	Licensee Type	Serial #	Authorized Use Limitation	Start Date	End Date
40269418	CA Workload Automation Restart Option EE	ENCWLA002	Renew	UMF	1	42 MSU	Dec 21, 2020	Dec 20, 2022
40269418	CA Workload Automation High Availability EE	WKLAHV002	Renew	UMF	1	42 MSU	Dec 21, 2020	Dec 20, 2022
40269418	CA Workload Automation ESP Edition	ESPBAS002	Renew	UMF	1	42 MSU	Dec 21, 2020	Dec 20, 2022
40269418	CA Workload Automation Agent EE	WKLAEE990	Renew	Perpetual	1	5 Agent	Dec 21, 2020	Dec 20, 2022
40269418	CA JCLCheck Workload Automation	JCLBAS002	Renew	UMF	1	42 MSU	Dec 21, 2020	Dec 20, 2022

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Payment-Schedule USD (Tax not included):

Due Date	Amount Due
Dec 21, 2020	$31,895.67
Dec 21, 2021	$31,895.67
Total Fees	$63,791.34

The procurement of the new CA Software and/or SaaS ("CA Offering") listed in this Order will be governed by the underlying foundation agreement dated December 19, 2017.

All fees hereunder shall be due and payable thirty (30) days from invoice date unless otherwise stated in the Agreement.

Purchase Order Requirement
Customer shall issue and provide CA a Purchase Order ("PO") for either: (1) the full term and total fees that are due or (2) individual

POs that correspond to each payment in the Payment Schedule table set forth above to cover the full term. The first PO must cover the initial term in the Payment Schedule and must be provided contemporaneously with the execution of this Transaction Document.
Subsequent POs must be provided prior to the payment dates set forth in the Payment Schedule table.

Failure to timely remit payment of all amounts set forth in the Payment Schedule shall, immediately and without notice, to the maximum extent permitted by applicable law and the Governing Agreement, relieve CA of any and all support obligations hereunder and all Customer subscription use rights shall be suspended until payment is tendered at which time use rights shall recommence and after payment of a twenty percent (20%) reinstatement fee support services shall also recommence.

Data Privacy
In the event CA is acting as a data processor for Customer under the GDPR, CA's processing shall be subject to and in accordance with CA's global Data Processing Addendum
https://www.broadcom.com/company/legal/ca/data-transfers?intcmp=footernavhttps://casupport.broadcom.com ("DPA"). Where Customer and CA have already entered into a data processing agreement or addendum, this shall continue to govern such activity.

Termination for Convenience
Customer may terminate this Agreement as well as any and all other agreements under which Customer may procure any CA offering in whole or in part together with each and all Transaction Documents (or any order forms or other ordering documents) in effect as of the date of termination (collectively, the Agreement), without cause and without further charge or expense at any time, immediately upon written notice to CA sent to usage.reporting@broadcom.com. On or after the termination date, with the exception of any fully paid-up perpetual licenses if the termination is effective after the initial Term, Customer must either: a) delete all full or partial copies of the Software from all computing or storage equipment and verify such deletion in a statement signed by a Vice-President or a duly authorized representative and sent to usage.reporting@broadcom.com, or

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b) return to CA all full or partial copies of the Software. Once Customer's verification or the Software copies are received, CA will pay Customer a pro-rata refund of any License, SaaS, and/or Support fees Customer pre-paid (Refund Fees) in accordance with the paragraph below. Refund Fees will be calculated on the number of months remaining in the Term of the applicable Transaction Document. If the Software is licensed under a Perpetual License, Customer will receive a pro-rated refund of the License Fee only if notice of termination is issued during the initial Term of the applicable Transaction Document.

If the Agreement is terminated without cause, neither party shall have further obligations under the Agreement, except that the parties shall remain bound by the Confidentiality obligations in the Agreement, Refund Fees will be paid within sixty (60) days from the termination date, and any unpaid fees reflecting the Services (defined as may be applicable: software license, SaaS, maintenance and professional services for purposes of this section) delivered prior to the termination date shall become immediately due.

This Order and the Agreement along with any other referenced documents, is the entire agreement of the parties regarding the subject matter herein. Any terms and conditions in a purchase order shall not apply. In the event of conflict between the terms in this Order and the terms of any previous agreement, the terms of this Order shall prevail as to the subject matter herein.

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