



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

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

By _____
Deputy

CA Inc.

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

By ►

DocuSigned by:
Lisa Kiefer
(Authorized signature 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

► Bonnie Uphold
Bonnie Uphold, Deputy County Counsel

Date 3-12-21

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____

