



ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT

1106 MADISON STREET, OAKLAND, CA 94607 · (510) 481-3700 · FAX (510) 272-3608

DAVID MACDONALD
DIRECTOR

AGENDA ____ November 22, 2011

November 14, 2011

The Honorable Board of Supervisors
Administration Building
Oakland, California 94612

Dear Board Members:

SUBJECT: APPROVE CONTRACT WITH COMPUTER ASSOCIATES, INC., IN THE AMOUNT OF \$4,500,000 FOR THE PERIOD OF NOVEMBER 30, 2011 THROUGH NOVEMBER 29, 2016. PROCUREMENT CONTRACT NUMBER ALACO 7124.

RECOMMENDATION:

Approve contract with Computer Associates Inc. (Principal: Stephanie Reppert, Location, South San Francisco, CA), to provide information technology services in the amount of \$4,500,000 (\$900,000 annually) for the period of November 30, 2011 through November 29, 2016.

DISCUSSION/FINDINGS:

This action will renew the current agreement with Computer Associates, Inc. for use on the IBM Enterprise Server and distributed systems. These include continuation of licenses and support of major software products provided by and available only from Computer Associates, Inc. The software is required to support the continued operation of major county equipment and application systems used countywide. The five year total includes payments for the annual renewal of the licenses throughout the contract period, the technical support for existing products, and the expected costs associated with the computing growth of the County.

SELECTION CRITERIA AND PROCESS

Computer Associates, Inc. is the sole authorized provider of these products and services. On November 2, 2011 the General Services Agency approved this item as a sole-source as per section V Item A: Licensing renewal for maintenance of software and operating systems. Additionally, SLEB waiver number 1015 has been issued by the Office of Acquisition Policy and expires November 30, 2016.

FINANCING:

Funding for this contract is available and has been approved and budgeted in Org 380100 Fund 31040 for fiscal year 2011/2012. No additional appropriation is required.

Sincerely,


David Macdonald, Director
Information Technology Department

cc: County Administrator
General Services Agency



**AMENDMENT NUMBER 8
TO THE ORDER FORM AND LICENSE
EFFECTIVE MARCH 31, 2000 (the "License" - formerly referred to as "MIPS Based License")
BETWEEN
CA, Inc. ("CA")
AND
THE COUNTY OF ALAMEDA ("Licensee" or "Customer")**

Effective November 30, 2011 ("Effective Date"), the License is amended as follows:

1. Offer Expiration

The pricing and terms offered herein expire unless Licensee executes and delivers this document to CA prior to 5 p.m. Eastern time on the Effective Date, however this provision shall be null and void and have no legal effect if this document is countersigned by CA.

2. Extension of Term

The Second Extended Term of the License is hereby extended to expire on November 29, 2016 (the "Third Extended Term"). Notwithstanding the foregoing, CA View which is the same product as Unicenter CA-View Output Archival and Viewing ("Cancelled Program") shall not be extended and the License for the Cancelled Program shall be terminated upon the effectiveness of this Amendment, subject to the following:

- A. All financial obligations of Licensee under the License, including, without limitation, any payment obligations outstanding on the effective date hereof, shall continue to be valid and enforceable obligations hereunder; and
- B. Licensee shall continue to abide by the provisions of the License Agreement relating to the confidentiality of the Cancelled Program and Licensee shall stop all use of the Cancelled Program, delete all copies thereof from all computer libraries and storage devices and return the Cancelled Program and all related documentation to CA or certify that the same have been destroyed.

3. Additional Licensed Programs

- a. The Licensed Programs listed in Section II of Seventh Revised Exhibit A are hereby added to the License (the "Additional Distributed Licensed Programs") through the Third Extended Term subject to the Authorized Use Limitation specified in Seventh Revised Exhibit A. The licenses granted to Licensee for the Additional Distributed Licensed Programs are perpetual licenses. Licensee has the right to use the Additional Distributed Licensed Programs subject to the Authorized Use Limitation set forth in Seventh Revised Exhibit A. The licenses are non-exclusive, non-transferable and excludes any rights to sublicense.
 - i. All prior licenses granted to Licensee for the Additional Distributed Licensed Programs are hereby terminated (the "Superseded Licenses"), subject, however, to the obligations of Licensee to pay any contracted obligations under the Superseded Licenses that have not been paid previously. Any future use of or access to the Additional Distributed Licensed Programs by Licensee shall be controlled exclusively by the terms of this License.
- b. CA Netmaster Network Automation; CA NetMaster Network Management for TCP/IP; CA NetMaster Network Management for SNA; and CA NetMaster File Transfer Management are hereby added to the License in Section I ("Additional Mainframe Programs") of Seventh Revised Exhibit A through the Third Extended Term.

Accordingly, Sixth Revised Exhibit A is hereby deleted and replaced with Seventh Revised Exhibit A attached hereto. Licensed Program(s) may also be referred to as CA Software.

4. Fees

- a) In consideration of the foregoing, Licensee shall pay to CA a fee inclusive of (i) usage and maintenance of the existing Licensed Programs; (ii) license and usage and maintenance for the Additional Mainframe Programs; (iii) license and maintenance fees for the Additional Distributed Licensed Programs (inclusive of CA Workload Automation Agent DE); and (iv) Education Training Credit units per Section 4b through the expiration of the Third Extended Term ending November 29, 2016, in the amount of \$4,082,508, payable as follows:

Due Date	Amount Due
11/30/2011	\$816,502.00
11/30/2012	\$816,501.00
11/30/2013	\$816,501.00
11/30/2014	\$816,502.00
11/30/2015	\$816,502.00

Licensee agrees 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 Licensee an invoice containing the applicable remit address or updated wire transfer
Contract Number: 5417039





information at least 30 days prior to each respective due date. As of the date of this amendment, the following wire transfer routing information applies:

Bank Name: Wells Fargo Bank, NA
Account Name: CA Inc Lockbox
Account number: 2000028313816
ABA: 121000248
International SWIFT Code: WFBUIUS6S

Education Training Credit Units.

Table with 3 columns: Description, Training Credit Amount, Period of Performance. Rows include Training Credits (52,000) for various periods and a Total Amount of 260,000.

5. CA Education Terms

- A. CA Training Credits will be accrued annually and good through the end of the contract term...
B. CA Education policy and terms are attached hereto in Exhibits D and E...
C. The fees applicable to the specific Course are published on the CA Education website...
D. For Private Classes, as may be identified in an Order Form...
E. Where a Private Class is hosted by CA at a CA location...
F. Each Customized Course shall have fees that are dependent on elements including...
G. CA will use its reasonable best efforts to provide the education services hereunder...

6. Shipment

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.

7. Option to Purchase Additional Licenses

Notwithstanding the provisions in Section 10, during the period expiring on November 29, 2016, Licensee shall have the option to purchase additional licenses of the CA Software listed below in accordance with the fee schedule and terms set forth in this Section 7.

Table with 4 columns: CA Software, List Price Cost Per (1) System Agent, Net License Fee Per System Agent, Maintenance Fee Per Year Per Agent Cost.





CA Workload Automation Agent DE (dSeries)	\$6,000.00	\$3,000.00	\$600.00
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The purchase must be based on a minimum total purchase price of \$50,000 (inclusive of license and applicable maintenance fees).

The annual Maintenance Fee shall be calculated using 20% of the net License Fee, pro-rated for the remainder of the Third Extended Term. This offer is applicable to this product purchased by way of a separate Amendment or Order Form. This offer shall not be combined with any other discount or credit then available to Licensee under this License. No portion of the discount shall be reimbursable in cash and shall not survive expiration of the Third Extended Term.

8. Change in Authorized Use

Licensee and CA acknowledge that the Authorized Use for the Licensed Programs set forth in Section 1 of Seventh Revised Exhibit A ("Mainframe Programs") was formerly licensed by "Licensed MIPS Capacity" (the "Original Authorized Use"). As of the Effective Date herein, the parties elect to change the Authorized Use for the Mainframe Programs to an MSU Capacity, as defined below. Accordingly, the Mainframe Programs shall now be licensed with an Authorized Use of 25 MSU's ("Licensed MSU Capacity"), as set forth in Seventh Revised Exhibit A. Further, the License shall no longer be referred to as a "MIPS Base License", and shall now be referred to as the "License".

9. Additional Terms for MSU Authorized Use.

Pursuant to the Change in Authorized Use referenced in Section 8 above, the following terms are applicable to the Mainframe Programs:

A. Definitions

- a. "LPAR" or "Logical Partition" shall mean the division of a computer's processors, memory, and storage into multiple sets of resources so that each set of resources can be operated independently with its own operating system instance and applications.
- b. "MSU" shall mean millions of CPU service units per hour, which is the measure of capacity used to describe the computing power of the hardware processors on which IBM's Z/OS operating system, as well as the Licensed Programs and other mainframe software runs. The Utilized MSU Capacity and the Utilized Z/OS MSU Capacity (each defined below) shall be determined by the IBM Sub-Capacity Report which is created using IBM's Sub Capacity Reporting Tool (SCRT). The SCRT Reports for each month during the applicable quarter shall be submitted by Licensee to CA in accordance with Paragraph C below.
- c. "Machine Rated Capacity" shall mean the total MSU Capacity of the hardware processors, as determined and published by IBM.
- d. "Utilized Z/OS MSU Capacity" shall mean the highest rolling four (4) hour average MSU utilization for all of the LPAR's running the Z/OS operating system at the Customer Site(s) in the aggregate, running the Z/OS operating system in any given monthly period as specified in the IBM SCRT Report, regardless of where the Licensed Programs are actually installed or executed.
- e. "MSU Capacity" shall mean, for each Licensed Program, the sum of the highest rolling four (4) hour average MSU utilization of all LPARs on which each such Licensed Program is installed and/or executing in any given monthly period as specified in the IBM SCRT Report. Notwithstanding the foregoing, in the event that any Licensed Program is installed on more than one LPAR on a single hardware processor, then the Utilized MSU Capacity for such Licensed Program(s) shall not exceed the Utilized Z/OS MSU Capacity or Machine Rated Capacity of such hardware processor.
- f. "SWC" Software Workload Charge shall mean the monthly supplemental workload charge incurred if Licensee exceeds the Licensed MSU within a monthly period. This charge is inclusive of usage and maintenance

B. Hardware MSU ratings.

All hardware MSU ratings shall be determined by the manufacturer's published Large Systems Performance Reference or any similar published documentation. In the event that a CPU is configured with the zSeries Integrated Information Processor (zIIP) capability, the processing capabilities, or MIPS, dedicated to such a Physical Partition (defined as a manufacturer designated portion of a CPU or processor which is physically separate and distinct from all other portions of the processor or CPU, and identified with such a zSeries Integrated Information Processor) will not be included in the MIPS calculation or License for any mainframe License Program, provided that the physical partition is solely running zIIP-eligible workloads.

C. Quarterly Reports; Audits

Within fifteen (15) days after the end of each calendar quarter, and upon expiration of the Third Extended Term, Licensee shall provide to CA at MWPUSAGE at ca.com a copy of the IBM SCRT Report for each month during such quarter, which shall be in the same form as delivered by Licensee to IBM. In addition to the IBM SCRT Reports, Licensee shall provide CA with a list of (a) each CPU located at the Licensee Site(s) by manufacturer, model, operating system, serial number and the Machine Rated Capacity; and (b) the name of the LPAR and each Licensed Program executing on that LPAR at any time during each month. If requested by CA, Licensee's reports will also include Licensee's systems management facility records (the "SMF Records") and/or IBM's Workload License Charging Planning Tool. All of the above will include a certification by Licensee that all reports and information provided is accurate. CA shall thereupon review such reports and invoice Licensee for any applicable fees due for the preceding three month period provided that Licensee has exceeded the licensed MSUs. Such fees shall be invoiced by CA in accordance with the pricing set forth herein and shall be due and payable by Licensee





within thirty (30) days of receipt. The parties agree that in order to verify the accuracy of Licensee's reports, Licensee will, at CA's request upon reasonable notice, grant CA access to each Licensee Site, and Licensee shall provide any further information as CA may reasonably require.

D. Keys

The CA Software may be equipped with a program key necessary for its operation or activation. Licensee shall promptly provide CA with such information as may be necessary to generate such a key including the CPU model, operating system, serial number and location thereof. Licensee may elect in writing to be provided by CA with a key that allows the CA Software to operate on any CPU at the Licensee location without the requirement for individual CPU keys (a "Site Key") provided always that Licensee's use of the CA Software shall not exceed the Licensed MSU Capacity. Where Licensee elects to receive a Site Key, CA will provide Licensee with the latest version of its mainframe asset inventory software which Licensee agrees to install and use to assist in recording actual deployment of the CA Software.

E. SCRT Reports

In the event that either (a) IBM changes the basis used by the IBM SCRT Reports to calculate and/or report computing capacity hereunder; or (b) Licensee elects to discontinue its enrolment in IBM's Variable Workload License program, CA and Licensee agree to negotiate in good faith an appropriate amendment relating specifically to the method by which computing capacity is determined and reported. In doing so, the parties agree to consider a revised calculation that will result in the maximum aggregate capacity limitations equivalent to those set forth herein. However, any new terms will in no way affect any other terms of this Agreement, including but not limited to, Licensee's payment obligations and the products licensed hereunder.

10. Supplemental Fees

- a. Section 7 of Amendment 5 is deleted and replaced with the following: With respect to the Mainframe Programs listed in Seventh Revised Exhibit A, Section 1 "the MSU Programs", for each month in which the Utilized z/OS MSU Capacity exceeds the applicable Licensed MSUs as determined in accordance with paragraph 8 hereof, Licensee shall pay to CA a monthly supplemental workload charge inclusive of usage and maintenance (the "SWC") which shall be equal to \$4,314 for each additional MSU usage for each such month. This monthly workload charge will be calculated and billed quarterly based on the SCRT reports submitted to CA per Section 9C.
- b. As an alternative to herein, Licensee may elect to permanently increase the Licensed MSUs for the MSU Programs in Seventh Revised Exhibit A, Section 1 by providing written notice to CA and upon payment of CA's one-time Supplemental License Fee the ("SLF") and an annual UMF based upon CA's then prevailing annual usage and maintenance fee for the Mainframe Programs.

Notwithstanding the payment schedule set forth in Section 4, the "SWC" as applies to Section 10a., or the Supplemental License Fee ("SLF") as applies to Section 10b. shall be paid within thirty (30) days of receipt of an invoice from CA, and the annual SUMF as applies to Section 10b. shall be prorated for each whole and partial month then remaining until the next anniversary of the Effective Date hereof, which shall be effective on the date an authorization key is received by Licensee from CA and shall be payable in full annually thereafter. The Supplemental License Fee and the annual SUMF shall be billable upon execution of an Amendment to this License covering the increase to the Licensed MSU Capacity hereunder, including by request, that CA issue an authorization key for the applicable processor.

- a. For the Licensed Programs in Section II of Seventh Revised Exhibit A, Licensee may increase the Authorized Use Limitation for the Licensed Programs upon payment to CA of supplemental license fees and supplemental maintenance fees based upon CA's prevailing fees or as agreed upon by the parties.
- b. For the Licensed Programs in Section III of Seventh Revised Exhibit A Licensee may increase the Authorized Use Limitation for the Licensed Programs upon payment to CA of supplemental license fees and supplemental usage and maintenance fees based upon CA's prevailing fees or as agreed upon by the parties.

11. Maintenance and Support

Maintenance during the Third Extended Term is provided pursuant to the CA Support policies at <http://support.ca.com>.

12. New Product Clause Exclusion

Notwithstanding anything to the contrary in the License, by and between the parties hereto: (i) the Distributed CA Software set forth in Section II herein shall not be construed as a "New Product" for purposes of any prior agreement between the parties; and (ii) the provisions of any "New Product" provision in any prior agreement shall not apply to the distributed CA Software herein or any subsequent license for distributed CA Software.

13. Term and Renewal

Section 8 of Amendment 5 is hereby deleted and replaced with the following:

"If the parties do not agree in writing to renew and extend the term prior to the expiration of the Third Extended Term (i) for the Section I Seventh Revised Exhibit A Licensed Programs, (a) the then prevailing Licensed MSU Capacity shall be frozen without Licensee having the right to exceed the same, (b) Licensee shall pay the annual UMF for the CA Software





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based upon CA's then prevailing published fee schedule for software licensed per CPU at each distinct Licensee Site and (c) Licensee may not use any CA Software thereafter to process data for any additional entities other than those as defined in the License; and (ii) for the Licensed Programs set forth in Section II, continued use shall not require further payment however Licensee shall pay the annual maintenance fee for the such Licensed Programs based upon CA's prevailing published fee schedule; and (iii) Continued use of the Licensed Programs set forth in Section II of Seventh Revised Exhibit A shall be subject to payment of the annual UMF based upon CA's prevailing fee schedule.

14. Virtual Machine Technology

Where any Licensed Program is installed on multiple machines (physical and "virtual") each such installation shall be counted for the purposes of determining the Authorized Use Limitation for the Additional Licensed Program. A "virtual" PC and server environment is created where Virtual Machine Technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously

15. Additional Terms

- a. Section 13 of the Addendum to Order Form shall apply to this Amendment 8.
- b. Sections 1 (c); 3; 5; 6; 7 of the Addendum to Order Form are deleted for purposes of this Amendment 8.

16. License Agreement Terms

The License Agreement is amended as follows:

- A. The first paragraph in the section titled " Limited Warranty" in the License Agreement is deleted and replaced with the following:

i."Indemnification. (i)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.

ii.CA shall have no liability: (a) in the event the allegation of infringement is a result of a modification of the CA Offering except a modification by CA, (b) if the CA Offering is not being used in accordance with CA's specifications, related documentation and guidelines, (c) if the alleged infringement would be avoided or otherwise eliminated by the use of a CA published update or patch, (d) if the alleged infringement is a result of use of the CA Offerings combined with any third party product, or (e) 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.

iii.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."

- B. In the second paragraph, in the section titled "Limited Warranty" in the License Agreement, the following language is added before the first sentence:

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

ii.CA represents and warrants that it owns or otherwise has sufficient rights to grant Licensee the rights defined in any order form or amendment thereto during the applicable term.

iii.For Distributed Software. CA warrants that the CA Software as defined in the applicable order form or amendment thereto 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 Licensee's compliance with the Agreement.

iv.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 Order Form or transaction document, subject to Licensee's compliance with the Agreement. "

- C. The following language is added to the License Agreement :
"PERFORMANCE WARRANTY REMEDY





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i.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 (a) use reasonable efforts consistent with industry standards to cure the defect, or (b) replace the CA Software(s) with one that materially complies with the Documentation, or (c) terminate the license and provide a pro-rata refund of the license fees paid and or Support fees. If option (c) 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.

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

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."

**D. The following language is added to the License Agreement:
"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/tptterms>."

E. The Warranty and Liability Limitations Section is deleted and replaced with the following:

"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."

F. TITLE

The first sentence of the section titled "Title, Confidentiality and Restrictions" , starting with "Title to the Licensed Program . . ." and ending with ". . . proprietary property of CA", is deleted and replaced with the following:

"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 License Agreement is exchanged between the parties."

G. Definitions

The following definitions are hereby added to the License Agreement:

- i."Perpetual License" means a license to use CA Software for an indefinite period subject to compliance with the Agreement.
- ii."UMF License" means a license to use CA Software for a specific period of time which shall include maintenance and support unless otherwise stated in the applicable order form or transaction document.
- iii. "Distributed Software" means the CA Software designated as distributed that is generally used for independent usage across individuals systems or hardware based on the Licensed Metric in a decentralized form of computing.
- iv."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 Licened Metric in a centralized form of computing.
- v."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.
- vi."Agreement" means this License Agreement, the applicable Order Form or Transaction Document, and any document incorporated expressly therein by reference;





H. The following language is added to the License Agreement:
"Purchase Orders"

The terms and conditions contained on any purchase order or other standard pre-printed form issued by Licensee shall be of no force and effect, even if such order is accepted by CA. In no event shall CA's acknowledgment, confirmation or fulfillment of such order, either in writing or by the delivery of the software constitute or imply CA's acceptance of any terms or conditions contained on Licensee's form unless agreed to in writing by CA."

17. Entire Agreement

This Amendment Number 8, together with the License and all previous Amendments to this License, as well as Seventh Revised Exhibit A, Exhibit D and Exhibit E attached Hereto, constitutes the entire agreement between CA and Licensee with respect to the License. No alteration or modification of this Amendment Number 8 will be valid unless made in writing and signed by the parties. Except as expressly provided herein, the terms of the License shall remain in full force and effect.

Authorized Signatory.

The undersigned hereby certifies that he/she is authorized to bind the County of Alameda to the terms and conditions of this agreement.

THE COUNTY OF ALAMEDA

CA, Inc.

Signature: _____

Signature: Carmello By

Name: _____

Name: As. Director Carmello A. By

Title: _____

Title: _____

Date: _____

Date: 11/4/11



Approved as to Form

DONNA R. ZIEGLER, County Counsel

By [Signature]

Print Name RAY LARA



Seventh Revised Exhibit A

Section I

Mainframe CA Software	License Type	Operating System	Authorized Use Limitation	Start Date	End Date	Ship (Y/N, ESD)
CA RC/Query® for DB2 for z/OS	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA RC/Migrator® for DB2 for z/OS	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA RC/Compare™ for DB2 for z/OS	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA RC/Update® for DB2 for z/OS	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Log Analyzer® for DB2 for z/OS	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Fast Unload® for DB2 for z/OS	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Detector® for DB2 for z/OS	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Fast Recover® for DB2 for z/OS	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Subsystem Analyzer for DB2 for z/OS	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Recovery Analyzer® for DB2 for z/OS	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Insight Database Performance Monitor for DB2 for z/OS	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Plan Analyzer® for DB2 for z/OS	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA InterTest for CICS	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Telon Application Generator	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Telon Design Facility for TSO	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Telon Target Option for CICS	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Telon Language Option for COBOL	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Telon Target Option for DB2	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA SymDump® Batch	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA SymDump® for CICS	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Filesave™ RCS Automated Recovery	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA File Master Plus	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA InterTest Batch	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Calendar Routines	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA UFO®	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Easytneve Report Generator	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
Unicenter® CA-JCLCheck™ Workload Automation	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA Librarian Base+ LIB/AM+ TSO	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
Unicenter® CA-MIA Tape Sharing	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA MII Data Sharing	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA RC/Extract™ for DB2 for z/OS	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	No
CA NetMaster™ Network Automation	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	Yes-ESD
CA NetMaster™ Network Management for TCP/IP	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	Yes-ESD
CA NetMaster™ Network Management for SNA	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	Yes-ESD
CA NetMaster™ File Transfer Management	UMF	Z/OS	25 MSU	11/30/2011	11/29/2016	Yes-ESD





Seventh Revised Exhibit A (con't)

Section II -Distributed CA Software

Product Name	License Type	Operating System	Authorized Use Limitation	Start Date	End Date	Ship (Y/N, ESD)
CA Workload Automation System Agent	Perpetual	All CA GA Operating System	3 Agent	04/01/2012	11/29/2016	No
CA Workload Automation Agent for PeopleSoft	Perpetual	All CA GA Operating System	12 agents (Test & Development)	05/30/2012	11/29/2016	No
CA Workload Automation Agent for PeopleSoft	Perpetual	All CA GA Operating System	2 agents	05/30/2012	11/29/2016	No
CA Workload Automation System Agent	Perpetual	All CA GA Operating System	3 Agent	11/30/2011	11/29/2016	No
CA Workload Automation Agent DE	Perpetual	All CA GA Operating System	47 Agent	11/30/2011	11/29/2016	Yes ESD
CA Workload Automation Agent for PeopleSoft	Perpetual	All CA GA Operating System	6 Agent	11/30/2011	11/29/2016	No
CA Workload Automation	Perpetual	All CA GA Operating System	1 Server	11/30/2011	11/29/2016	No
CA Workload Automation High Availability	Perpetual	All CA GA Operating System	1 Server	11/30/2011	11/29/2016	No
CA Workload Automation System Agent	Perpetual	All CA GA Operating System	8 Agent	11/30/2011	11/29/2016	No
CA Workload Automation Database Agent	Perpetual	All CA GA Operating System	6 Agent	11/30/2011	11/29/2016	No

Section III -Other Mainframe Software

Product Name	License Type	Operating System	Authorized Use Limitation	Start Date	End Date	Ship (Y/N)
CA Vtape Virtual Tape System	UMF	MVS	16 Tape Device	11/30/2011	11/29/2016	No





**Exhibit D
to Amendment Number 8**

Specific Program Documentation

The CA Education offering ("Education") listed below is provided under the following terms and conditions and otherwise as expressly set forth on this Amendment Number 8.

CA Education Offering: Web-Based Training (WBT)

WBT Terms

Web Based Training courses are designed to be effective self-paced, computer-based courses. Simply access the training online from your office or home, saving you travel time and expense. This document may be updated by CA from time to time in its sole discretion, provided that any such updates made by CA to the CA Education Terms shall only apply prospectively to CA Education purchased by you on or after the date of such update.

Scope of WBT

In accordance with the education services provided under the CA Education Terms available at <http://ca.com/education/terms>, WBT includes the following:

- Access to courseware available via download or on CD-ROM
- Additional Virtual Labs to help reinforce course concepts
- WBT Education Offerings Can Be Found via the [CA Education Portal](#)

Additional Options for CA Education Customers

CA may make other education offerings available that provide specific, customized, and/or more comprehensive forms of enhanced education.





**Exhibit E
to Amendment Number 8**

Specific Program Documentation

The CA Education offering ("Education") listed below is provided under the following terms and conditions and otherwise as expressly set forth on this Amendment Number 8.

CA Education Offering: Instructor-Led Training (ILT)

ILT Terms

ILT education offerings generally consist of Instructor Led Training provided on CA software in the classroom, virtually or at a customer site under the guidance of a CA Education certified instructor. This document may be updated by CA from time to time in its sole discretion, provided that any such updates made by CA to the CA Education Terms shall only apply prospectively to CA Education purchased by you on or after the date of such update.

Scope of ILT

In accordance with the education services provided under the CA Education Terms available at <http://ca.com/education/terms>, ILT includes the following:

- ILT Delivery in Classroom format, both public and private
- ILT Delivery in Onsite format
- ILT Delivery in Virtual Format
- Availability to Register, Reserve and Confirm a seat in an ILT class
- ILT Education Offerings Can Be Found via the [CA Education Portal](#)

Additional Options for CA Education Customers

CA may make other education offerings available that provide specific, customized, and/or more comprehensive forms of enhanced education.

