SUBJECT: PIGGYBACK STATE OF FL CONTRACT #252-500-09-1 FOR SERVICE DESK MANAGEMENT UPGRADE

BID #: PSC-0446-17 **OPEN DATE: 03/09/2017**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: ONE YEAR FROM CONTRACT EXECUTION

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: PIGGYBACK STATE OF FL CONTRACT #252-500-09-1

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject piggyback was awarded to CA, Inc. (Contract #10291) on 3/9/17 and is set to expire on 3/30/19.

Recommend approval to amend the contract language under Amendment No. 1, Attachment 3 to Exhibit A to reflect and align the period of performance for Professional Services from December 21, 2018 to March 30, 2019, with CA, Inc., to allow ITD to use existing funds of $47,874.76 to upgrade the CA Service Management Service Desk Manager from version 14.1 to version 17.1. No additional funding is needed. The total annual expenditure will remain unchanged at $302,313.54.

To be executed by formal contract amendment through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Contract, Previous Award

ANALYST: _____ RUBEN OLA

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies/CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

02/14/19 09:52:55
Procurement Division

DATE: February 13, 2019

TO: Greg Pease, Chief of Procurement Division

JSP 2/13/19 **THRU:** Kenneth E. Lathrop, Chief of Information Technologies / CIO Kenneth E. Lathrop

FROM: Thomas Ossi, Technology Contract and Records Manager Thomas Ossi

RE: **PSC-0446-17 Piggyback State of Florida Contract 252-500-09-1 For Service Desk Management Upgrade – Amendment 2 Request**

The Information Technologies Division is requesting approval to enter into **Amendment 2** to City Contract # 10291 with CA, Inc. The purpose of **Amendment 2** is to amend the language in Section 3 of **Amendment 1,** to align the period of performance for Professional Services from December 21, 2018, to March 30, 2019. The extension of the period of performance will allow ITD to use existing funds of $47,874.76 to upgrade the CA Service Management Service Desk Manager from version **14.1** to version **17.1**. The City is currently utilizing version **14.1**, which will reach "End of Service" on March 30, 2019.

The total amount not to exceed shall remain at $302,313.54, as no additional funding is required.

To be executed by a formal contract amendment through the Office of General Counsel.

Your favorable consideration of our request is greatly appreciated.

Attachments: PSC-0446-17 Awards
City Contract # 10291
City Contract # 10291 Amendment 1
CA, Inc. Order Form – Attachment 3 to Exhibit A

CC: Ginny Zuckero, Applications Development Project Manager
Alexander Ciprian, IT Contract Administrator

SUBJECT: PIGGYBACK STATE OF FL CONTRACT #252-500-09-1 FOR SERVICE DESK MANAGEMENT UPGRADE

BID #: PSC-0446-17 OPEN DATE: 03/09/2017

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: ONE YEAR FROM CONTRACT EXECUTION

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: PIGGYBACK STATE OF FL CONTRACT #252-500-09-1

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject piggyback was awarded to CA, Inc. (contract #10291) on 3/9/17 and extended through 6/28/2018 on 12/21/17.

Recommend approval to rescind the administrative award to CA, Inc., AO-0038-18, and add the requested services under this piggyback award.

Recommend approval to amend award dated 12/21/17 to increase the funding by $47,874.76 for additional upgrade services as approved under the administrative award.

Recommend approval to extend and increase the contract with CA, Inc., **through March 30, 2019 to cover maintenance and support services, in the amount of $20,000.**00. The total revised contract expenditure not-to-exceed $302,313.54.

Funding to be encumbered by:
AFIT531CSCS-04662 - $254,438.78
AFIT531CSCS-03109 - **$47,874.76**

To be executed by formal contract (#10291) amendment through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Administrative Award, Contract, Previous Award

ANALYST: _____ RESPECTFULLY SUBMITTED _____
CHELSEY FLEMING GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lothrop, Chief of Information Technologies/CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 02/20/18

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 2/20/18

APPROVED _____ DISAPPROVED

OTHER _____

SIGNATURE OF AUTHENTICATION _____
Sam E. Mauro
Chief Administrative Officer
For: Mayor Leon Curry
Under Authority of:
Executive Order No. 2015-05

ADMINISTRATIVE AWARD
BID No.: AD-0038-18

DESCRIPTION OF GOODS/SERVICES: Recommend approval of agreement to CA Technologies for the professional services for modifications to various modules of the CA Service Desk Manager. PO7A11358 was procured as an informal Single Source but later determined an agreement is needed between the City of Jacksonville and ITD. The work order document will solidify the requirements and document the modifications and services requested for improving ITD's utilization of the full CA Service Desk suite.

Recommend approval for signatory authority for the agreement to be reviewed and executed through OGC. Total estimated expenditures not to exceed $47,964.40

Funding Source: AFIT531CSCS – 03109 – To be encumbered by purchase order

FOR AGENCY/DEPARTMENT: Information Technologies Division

REQUISITION/BID NUMBER: PO7A11358/**BID NUMBER:** 310-17

NUMBER FIRMS SOLICITED: N/A **NUMBER FIRMS BIDDING:** N/A

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION: N/A

RECOMMEND AWARD TO: CA Technologies

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies/CIO

PRICE: $47,964.40 **TERMS:** NET 30

REASON FOR NOT ACCEPTING LOW BID: N/A

Buyer

10/19/2017
Date

Asst. Manager of Purchasing Services

Date

APPROVAL

Gregory Pease, Chief, Procurement Division

10/20/17
Date

SUBJECT: PIGGYBACK STATE OF FL CONTRACT #252-500-09-1 FOR SERVICE DESK MANAGEMENT UPGRADE

BID #: PSC-0446-17 **OPEN DATE: 03/09/2017**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: ONE YEAR FROM CONTRACT EXECUTION

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: PIGGYBACK STATE OF FL CONTRACT #252-500-09-1

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback the State of Florida Contract #252-500-09-1 between the State of Florida and CA, Inc., for CA Service Desk Management SDM Package Upgrade, Maintenance and Support. The period of service will be one year from contract execution. The total annual expenditure requested not-to-exceed $234,438.78.

To be executed by formal contract through the Office of General Counsel and encumbered account AFIT531CSCS-04662.

ATTACHMENTS: Recommendation Memo, State of Florida Contract, CA Proposal, Risk Management Insurance Approval

ANALYST: _____ CHELSEY RENFROE **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies/CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 3/09/17

_____ _____ OTHER: _____
_____ _____
_____ _____

ACTION OF AWARDING AUTHORITY DATE 3/09/17

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

technologies

Order Form

CA, Inc. ("CA") 1320 Ridder Park Drive, San Jose, CA 95131

Attachment 3 to Exhibit A

Effective Date of this Order Form: 12/21/2018	Order Form #: 00058265.0 (When using a Purchase Order, please reference this number thereby incorporating the terms, pricing and governing contract defined herein.)	
Customer Name: CITY OF JACKSONVILLE (which may be referred to as "Customer" or "You" or "Licensee" in the referenced Governing Contract below)		Customer ID No: 16299
Customer Address: 117 W Duval St, Jacksonville, FL, US, 32202-3700		
Billing Address: 117 W Duval St, Jacksonville, FL, US, 32202-3700		
Billing Contact: Ginny Zuckero	Phone: 904 255 8625	E-mail: VZuckero@coj.net
Shipment Address: 117 W Duval St, Jacksonville, FL, US, 32202-3700		
Shipping Contact: Ginny Zuckero	Territory:	
Technical Contact: Ginny Zuckero	Phone: 904 255 8625	E-mail: VZuckero@coj.net
Name of Governing Contract: Florida State Term Contract #252-500-09-1 Governing Contract No. or Effective Date: 252-500-09-1	For Customer Administrative Purposes Only: PO Required? PO #:	
CA Software licensed may be subject to Specific Program Documentation ("SPD") located at: http://www.ca.com/licenseagreement. CA Education is provided pursuant to Specific Program Documentation ("SPD") located at http://www.ca.com/licenseagreement 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. **(ALTERNATIVE if attaching – DELETE PROCEEDING AND REPLACE WITH THIS:** Applicable terms concerning CA Software, Education, Support, SaaS and Services are attached hereto. **– DELETE THIS NOTE IF NOT USING ALTERNATIVE – DO NOT SEND WITH BOTH CLAUSES)**		

Offer Expiration
The pricing and terms offered herein expire unless Customer executes and delivers this document to CA prior to 5 PM EST on the Effective Date, however this provision shall be null and void and have no legal effect if this document is countersigned by CA.

Proposed Services

This Change Request #1 adds the following additional hours to the project:

The period of performance end date is being adjusted from 12/21/2018 to 3/30/2019.

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.

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.

CITY OF JACKSONVILLE	**CA, INC.**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPROVED MEADA03 DD 158787

10291
Amd 1

AMENDMENT NO. 1 TO AGREEMENT UTILIZING STATE OF FLORIDA CONTRACT FOR MAINFRAME AND OTHER SOFTWARE WITH CA, INC.

THIS AMENDMENT NO. 1 is effective as of the 1st day of May, 2018 ("Effective Date"), by and between the City of Jacksonville, a municipal corporation existing under the laws of the State of Florida ("City"), and CA, Inc., a Delaware corporation authorized to transact business in the State of Florida ("Company").

WHEREAS, City and Company are parties to an Agreement Utilizing State of Florida Contract for Mainframe and Other Software dated March 31, 2017 (City of Jacksonville Contract #10291) ("Agreement"); and

WHEREAS, the parties now desire to amend the Agreement to add additional services, extend the term, and increase the City's maximum indebtedness under the Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the parties agree as follows:

1. The above recitals are true and are incorporated herein.

2. Company shall perform Maintenance/Support Services as referenced on Attachment 1 to Exhibit A of the Agreement for the period beginning March 31, 2018 and ending March 30, 2019. City shall pay Company the Maintenance/Support Fee of $20,000.00 as full compensation for such services in accordance with the terms of the Agreement.

3. Exhibit A to the Agreement, Scope of Services and Pricing, is hereby amended to include the Order Form attached to this Amendment and labelled "Attachment 3 to Exhibit A." The City agrees that services contemplated in Attachment 3 to Exhibit A will only be utilized on or before December 21, 2018.

4. Section 7 of the Agreement shall be deleted in its entirety and replaced with the following provision:

> **Maximum Indebtedness.** The maximum indebtedness of City under this Agreement shall not exceed the sum of **THREE HUNDRED TWO THOUSAND THREE HUNDRED THIRTEEN AND 54/00 DOLLARS ($302,313.54)**.

5. Paragraph 5 of the Agreement is amended to reflect that the Term of the Agreement shall continue through March 30, 2019.

6. All other terms and conditions of the Agreement not specifically modified in this Amendment shall remain in full force and effect.

7. This Amendment is the entire agreement of the parties regarding the modifications to the Agreement provided herein and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

8. This Amendment may be executed in a number of identical counterparts, and may be executed by way of facsimile or electronic signature, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

WITNESS:

Lisa M Sylvia
Print Name: Lisa M Sylvia

CA, INC.:

By: Lisa Kieser
Print Name: Lisa Kieser
Title: Principal Sales Accounting
4/25/18

ATTEST:

By: James R. McCain
James R. McCain
Corporation Secretary

CITY OF JACKSONVILLE:

By: Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

Lenny Curry
Mayor

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance

10291 Amd #1

Form Approved:

By:
Office of General Counsel

GC-#1167825-v4A-Amendment_No__1_to_Mainframe_and_other_Software_Ag_with_CA__Inc_.docx

Order Form

CA, Inc. ("CA")
2291 Wood Oak Drive Herndon, Virginia 20171

Attachment 3 to Exhibit A

Effective Date of this Order Form: 12/15/2017	Order Form #: 00035973.0 (When using a Purchase Order, please reference this number thereby incorporating the terms, pricing and governing contract defined herein.)	
Customer Name: CITY OF JACKSONVILLE (which may be referred to as "Customer" or "You" or "Licensee" in the referenced Governing Contract below)		Customer ID No: 16299
Customer Address: 117 W Duval St, Jacksonville, FL, US, 32202-3700		
Billing Address: 117 W Duval St, Jacksonville, FL, US, 32202-3700		
Billing Contact: Kevin Johnson	Phone: 904-255-8024	E-mail: jkevin@coj.net
Shipment Address: 117 W Duval St, Jacksonville, FL, US, 32202-3700		
Shipping Contact: Kevin Johnson	Territory:	
Technical Contact: Kevin Johnson	Phone: 904-255-8024	E-mail: jkevin@coj.net
Name of Governing Contract: Florida State Term Contract #252-500-09-1 Governing Contract No. or Effective Date: 252-500-09-1		For Customer Administrative Purposes Only: PO Required? PO #:
Applicable supplementary terms: CA Software and Education, if applicable is licensed pursuant to Specific Program Documentation identifying third party licensors and licensing model definitions at http://www.ca.com/licensesagreement. Support, if ordered, is provided pursuant to the CA Support policies at http://support.ca.com. Education, if ordered is provided pursuant to the Education Terms located at http://ca.com/education/terms SaaS, if ordered is provided pursuant to the SaaS Listings located at: http://www.ca.com/us/lpg/saas-knowledge-is-power.aspx (ALTERNATIVE if attaching – DELETE PROCEEDING AND REPLACE WITH THIS: Applicable terms concerning CA Software, Education, Support, SaaS and Services are attached hereto – DELETE THIS NOTE IF NOT USING ALTERNATIVE – DO NOT SEND WITH BOTH CLAUSES)		

Offer Expiration
The pricing and terms offered herein expire unless Customer executes and delivers this document to CA prior to 5 PM EST on the Effective Date, however this provision shall be null and void and have no legal effect if this document is countersigned by CA.

Proposed Services

This Change Request #1 adds the following additional hours to the project

Order Form

CA, Inc. ("CA")
2291 Wood Oak Drive Herndon, Virginia 20171

Attachment 3 to Exhibit A

CA Services Information (USD):

Service Desk Manager Staff Aug

Role	Hourly Rate	Estimated Hours	Estimated Fees
Senior Project Manager	$208.82	8	$1,670.56
Architect	$227.71	60	$13,662.60
Senior Consultant	$193.70	168	$32,541.60
Total		**236**	**$47,874.76**

The estimated fees for this engagement exclusive of expenses is $47,874.76. All work will be performed remotely. Pricing is subject to change should customer go thru a reseller. The pricing and terms offered herein expire unless Customer executes and delivers this order to CA within ninety (90) days.

Customer understands and agrees that any rescheduling by End User of any services hereunder must be provided to CA in writing five (5) business days prior to the commencement of the service to be rescheduled. Failure to provide such notice will result in Customer bearing all costs of the scheduled resources (and Customer will be invoiced and agrees to pay) for the full duration of scheduled services up to one full business week.

Customer will be invoiced for actual hours of work performed, in accordance with the rates above. CA makes no representation or warranty that the Services described in this SOW will be completed within the estimated hours or estimated fee. CA may distribute the estimated hours among different roles as business requirements dictate, provided the total estimated fee for the engagement, including fees for any executed change requests, are not exceeded. The hours above are only available at the agreed upon rates for the scope of Services.

End User is responsible for the management of the Services to which such consultant(s) are assigned, including project management, task identification and assignment, project results and completion and shall notify CA in writing at least ten (10) days in advance prior to any scheduling of CA resource, or as mutually agreed to by the parties. End User is solely responsible for the results and/or outcome of this Services engagement. CA makes no representation or warranty that the Services will provide any specific deliverable or assumed results.

CA will provide Services to augment Customer's internal staff as set forth below:

- Unless otherwise specified elsewhere herein, the Engagement will usually start within two weeks following Customer's notification to CA that Customer's prerequisite responsibilities were satisfied.
- Number of days per week (standard 40-hour work week is 40 hours, Monday to Friday, 8:30 am to 5:30 pm with 1 hour for lunch) is: five (5)
- CA Software:
  - CA Service Desk Manager
- CA Roles:
  - CA Architect
  - CA Senior Consultant

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Order Form

CA, Inc. ("CA")
2291 Wood Oak Drive Herndon, Virginia 20171

Attachment 3 to Exhibit A

- CA Senior Project Manager

- Brief description of the planned schedule per role may include:
  - Support the customer with support with
    - Architecture work
    - Configuration activities, as required
  - Support the customer in improvements to existing implementation of identified CA products
  - Support the customer in knowledge transfer with respect to the identified CA products
  - Other activities as directed by customer
  - CA Architect will work with Customer remotely to assist with activities as specified by the customer until the project is complete or all the hours are expended

- All work will be performed remotely. Customer agrees to provide CA resources with remote access into the appropriate CA Service Desk Manager environment(s).

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, you agree that all the terms of this Order Form are binding and shall supersede and supplement or modify the terms and conditions (including any pre-printed terms of and those which shall have no force and effect).

Entire Agreement
This document and any attached exhibits or referenced Governing Documents and applicable supplemental terms as defined herein constitute the entire agreement of the parties and supersede 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 another document will apply, unless agreed upon hereunder, even if CA has accepted the order or form for such purchase order, and all such terms or conditions are otherwise void. Any modification or waiver of any term hereunder shall be valid only if made in writing signed by authorized representatives of Customer and CA.

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technologies

Order Form

CA, Inc. ("CA")
2291 Wood Oak Drive Herndon, Virginia 20171

Attachment 3 to Exhibit A

CITY OF JACKSONVILLE		CA	
Signature:		Signature:	DocuSigned by: Lisa Kiefer [illegible]
Name:		Name:	Lisa Kiefer
Title:		Title:	Principal Sales Accounting
Date:		Date:	April 17, 2018 | 10:07 AM EDT

10291

AGREEMENT

UTILIZING STATE OF FLORIDA CONTRACT

FOR MAINFRAME AND OTHER SOFTWARE

WITH CA, INC.

THIS AGREEMENT, entered into as of this 31 day of March, 2017 (the "Effective Date"), by and between the City of Jacksonville, a municipal corporation existing under the laws of the State of Florida ("City"), and CA, Inc., a Delaware corporation authorized to transact business in the state of Florida ("Company"), for the purchase of a software licenses and support services.

WHEREAS, as of March 19, 2010, the State of Florida entered into Contract #252-500-09-1 (the "State Contract") for the purchase of software licenses and support services; and

WHEREAS, the State Contract (i) is in full force and effect, (ii) was competitively procured and awarded according to Florida law; and, (iii) is broad enough to include the licenses and support services to be purchased by the City under this Agreement; and

WHEREAS, the City's Procurement Code allows City to use the State Contract; and

WHEREAS, it is the parties' best interest to use the State Contract for the Services and to add those provisions City is required to use by City's Ordinance Code (the "Ordinance Code") or policy.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein, and for other good and valuable consideration, the parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and are incorporated herein.

2. **Engagement of Company.** City hereby engages Company and Company hereby accepts said engagement for the purpose of selling to City the software licenses and support services described on **Exhibit A** to this Agreement (the "Licenses and Support Services") according to the provisions of this Agreement and the State Contract which is incorporated herein by reference. Any conflict between the provisions of this Agreement and those in the State Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.

3. **Coordination with City.** City shall designate a Project Coordinator who will coordinate with Company on behalf of City and administer this Agreement according to the terms and conditions contained herein. It shall be the responsibility of Company to coordinate

all activities related to the Licenses and Support Services with the designated Project Coordinator.

4. **Payments for the Licenses.** City will compensate Company for the Licenses and Support Services in accordance with the prices listed in Exhibit A and purchase order(s) issued and used by the City of Jacksonville Procurement Division; provided, however, invoices shall be sent to the authorized City representative as specified in said purchase order or other subsequent written instrument signed by the City's Project Coordinator. Notwithstanding anything to the contrary in Exhibit A: (a) payment to Company for Services shall be made on a monthly basis for services provided by Company for the preceding month; (b) invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number; (c) City may require any other information from Company that City deems necessary to verify its obligation to pay under this Agreement; (d) payments will be made to Company approximately forty-five (45) days after receipt and acceptance of a proper invoice; (e) City does not pay service charges, interest or late fees unless required by law; (f) City is generally exempt from any taxes imposed by the State of Florida or the Federal Government and exemption certificates will be provided upon request; (g) to the extent Company's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code. These provisions shall be in addition to any payment provisions contained in the State Contract.

5. **Term of Agreement.** This Agreement shall begin on the Effective Date and continue until March 30, 2018.

6. **Pricing Available to Other Entities.** During term of this Agreement, the Services provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase the same at the contract price during the period of time provided herein.

7. **Maximum Indebtedness.** The maximum indebtedness of City under this Agreement shall not exceed the sum of **TWO HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED THIRTY-EIGHT AND 78/100 DOLLARS ($234,438.78).**

8. **Notices.** Notice to City under this Agreement shall be deemed delivered if sent by certified mail, return receipt requested, or by other delivery with receipt to:

Tom Ossi
Technology Contract and Records Manager
City of Jacksonville
Information Technologies Division
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202
(904) 255-8080
tossi@coj.net

9. **Laws, Ordinance, Rules and Regulations.** As required by Section 126.108(b), Ordinance Code: In any sale or performance hereunder, Company must comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law), as they apply to the purchase contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, Company must ensure that the provisions of this Section shall be incorporated into and become a part of the subcontract.

10. **Conflict of Interest.** The parties will follow the provisions of Section 126.110, Ordinance Code with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with City, to the extent the parties are aware of the same.

11. **Subcontractors.** Subcontractors may perform services under this Agreement upon written approval by City. In such an event, Company shall remain responsible for the services delivered by the approved subcontractors. No subcontract for performance of the Services shall in any way relieve Company of any such responsibility. Payment for Services will be made by City directly to Company, and all payments to subcontractors shall be made promptly by Company.

12. **Non-Discrimination.** The Company represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Company agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement; provided, however, that Company shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. Company agrees that, if any of the services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

13. **Indemnification and Insurance.** The Company agrees to the City's Indemnification and Insurance provisions attached to this Agreement as Exhibit B.

14. **Counterparts.** The parties agree that for the execution of this agreement, time is of the essence. Therefore, this Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts

together shall constitute one and the same instrument. The parties further agree that facsimile transmission of all signatures, with originals to follow, shall constitute and be evidence of an executed Agreement

15 **Entire Agreement and Priority**. This Agreement constitutes the entire agreement between the parties hereto for the Licenses and Support Services. No statement, representation, writing, understanding, agreement, course of action or course of conduct made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Agreement by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" or "click through" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document.

With the exception of the Specific Program Documentation attached to this Agreement as **Exhibit C** and CA's Support Policies and Terms attached to this Agreement as **Exhibit D**, Company and City acknowledge and agree that the "applicable supplementary terms" referenced by website links contained in Attachment 1 to Exhibit A of this Agreement do not apply to this Agreement and City specifically does not agree to any such supplemental terms. Company and City further acknowledge and agree that to the extent that there is any conflict between the terms contained in Attachment 1 to Exhibit A or Attachment 2 to Exhibit A and the terms of the State Contract or this Agreement without reference to such Attachments, the terms of the State Contract and this Agreement without including Attachment 1 and Attachment 2 shall control and apply.

Company and City further agree that the General Conditions found on page 2 of the City's Purchase Order shall not apply to this Agreement and shall be superseded by the terms and conditions of this Agreement and the State Contract.

(Signature Page Follows)

RK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

By: _____
James R. McCain
Corporation Secretary

City of Jacksonville

By: _____
Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

Form Approved:

By: _____
Office of General Counsel

WITNESS:

By: _____

Print Name: Tina M. Ratcliff
Sr. Director - Contracts

CA, INC.

By: Lisa Kiefer 3/29/17

Print Name: Lisa Kiefer

Title: Principal Sales Accounting

In accordance with the Ordinance Code, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
CITY Contract Number: 10291

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EXHIBIT A
SCOPE OF SERVICES AND PRICING

See Order Forms attached as Attachment 1 to Exhibit A and Attachment 2 to Exhibit A which are incorporated herein as Exhibit A

technologies

Order Form

CA, Inc. ("CA")
2291 Wood Oak Drive Herndon, Virginia 20171

Attachment 1 to Exhibit A

Effective Date of this Order Form: 3/31/2017	Order Form #:14854.0 (When using a Purchase Order, please reference this number thereby incorporating the terms, pricing and governing contract defined herein.)	
Customer Name: CITY OF JACKSONVILLE (which may be referred to as "Customer" or "You" or "Licensee" in the referenced Governing Contract below)		Customer ID No: 16299
Customer Address: 117 W Duval St, Jacksonville, FL, US, 32202-3700		
Billing Address: 117 W Duval St, Jacksonville, FL, US, 32202-3700		
Billing Contact: Kevin Johnson	Phone: 904-255-8024	E-mail: jkevin@coj.net
Shipment Address: 117 W Duval St,Jacksonville,FL,32202-3700,US		
Shipping Contact: Kevin Johnson	Territory:	
Technical Contact: Kevin Johnson	Phone: 904-255-8024	E-mail: jkevin@coj.net
Name of Governing Contract: Florida State Term Contract #252-500-09-1 Governing Contract No.: 252-500-09-1		
Applicable supplementary terms: CA Software and Education, if applicable is licensed pursuant to Specific Program Documentation identifying third party licensors and licensing model definitions at: http://www.ca.com/licenseagreement. Maintenance, if ordered, is provided pursuant to the CA Support policies at http://support.ca.com. Education, if ordered is provided pursuant to the Education Terms located at HTTP://CA.COM/EDUCATION/TERMS SaaS, if ordered is provided pursuant to the SaaS Listings located at: http://www.ca.com/us/lox/saas-knowledge-is-power.aspx		For Customer Administrative Purposes Only: PO Required? PO #:

Payment Profile

Payment Date	License Fee	Maintenance Fee	Total Fees Due (USD)
3/31/2017	$100,000.00	$20,000.00	$120,000.00
3/31/2018	N/A	$20,000.00	$20,000.00
3/31/2019	N/A	$20,000.00	$20,000.00

CA Distributed Software Information

Product Name	License Type*	Operating System	Authorized Use Model	Start Date**	End Date	Ship (Y/N)	License Fee or Subscription Fee (USD)	Support Fee	Optional First Year Stated Renewal (USD)
CA Service Management Service Desk Manager Package	Perpetual	MULTI-PLATFORM	50 Concurrent User	3/31/2017	3/30/2020	Yes	$100,000.00	$60,000.00	$20,000.00

*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

ZK

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 by electronic delivery ("ESD"). 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" or "GA" denotes such operating systems for which the CA Software is made generally available by CA in accordance with CA current published specifications.

Offer Expiration

The pricing and terms offered herein expire unless Customer executes and delivers this document to CA prior to 5 PM EST on 3/31/2017, however this provision shall be null and void and have no legal effect if this document is countersigned by CA.

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 45 days prior to each respective due date. As of the date of this Order Form, the following wire transfer routing information applies: Wells Fargo Bank, NA, ABA# 121000248; Account Name: CA, Inc. Lockbox, Account# 2000028313816

Limited Remedy for Refund

Notwithstanding any term in the Customer's governing contract indicated above, the available remedy for any refund for a breach of warranty of CA Distributed Software shall be only available for ninety (90) days from the Effective Date of this Order Form. Following that date, any issues that result from a breach of warranty of the software's compliance to the Documentation shall be resolved according to CA's support policy if maintenance is being provided for during the term of this Order Form.

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 addendum, and any applicable exhibits or referenced documents 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.

ZK

CITY OF JACKSONVILLE		CA, INC.	
Signature:		Signature:	Lisa Kiefer
Name:		Name:	Lisa Kiefer
Title:		Title:	Principal Sales Accounting
Date:		Date:	3/29/17

Order Form

CA, Inc. ("CA")
2291 Wood Oak Drive Herndon, Virginia 20171

Attachment 2 to Exhibit A

Effective Date of this Order Form: 3/31/2017	Order Form #:15261.0 (When using a Purchase Order, please reference this number thereby incorporating the terms, pricing and governing contract defined herein.)	
Customer Name: CITY OF JACKSONVILLE (which may be referred to as "Customer" or "You" or "Licensee" in the referenced Governing Contract below)		Customer ID No: 16299
Customer Address: 117 W Duval St, Jacksonville, FL, US, 32202-3700		
Billing Address: 117 W Duval St, Jacksonville, FL, US, 32202-3700		
Billing Contact: Kevin Johnson	Phone. 904-255-8024	E-mail: jkevin@coj.net
Shipment Address: 117 W Duval St,Jacksonville,FL,32202-3700,US		
Shipping Contact: Kevin Johnson	Territory:	
Technical Contact: Kevin Johnson	Phone: 904-255-8024	E-mail: jkevin@coj.net
Name of Governing Contract: Florida State Term Contract #252-500-09-1 Governing Contract No : 252-500-09-1		
For Customer Administrative Purposes Only:		PO Required? PO #:

CA Services Information:

CA Services	Quantity	Variables (Users, Roles, App Servers; Students)	Fixed Price or Time and Materials	Fees (USD)
CA Service Management Upgrade Services (Exhibit 1)	527	Hours	T&M	$92,088.78
Total Estimated Services Fees (Excluding Expenses)				$92,088.78
Expenses				$16,350.00
Total Estimated Services Fees (Including Expenses)				**$108,438.78**

Expense Clause – Estimated Expenses
In addition to the Services fees stated above, Customer is responsible for all travel and out of pocket expenses incurred in the performance of the CA Services per the Services Master Agreement or CA's travel and expense policy.

Invoices are due and payable as per the terms of the referenced Master Agreement or thirty (30) days from the date of invoice. In addition to the Services fees listed above, Customer agrees to pay any applicable tariffs, levies, duties or taxes

CA shall have the right to increase the Time and Material rates or Fixed Price Fees for any Change Request that modifies the scope of Services, or if the Project has not commenced within three (3) months of the Effective Date specified herein, or if project activity is not in accordance with the agreed upon work plan.

Resource Table

Role	Hourly Rate	Estimated Hours	Estimated Fees (USD)
Architect	$227.71	88	$20,038.48
Senior Project Manager	$208.82	50	$10,441.00
Senior Consultant	$193.70	189	$36,609.30
Support Engineer	$125.00	200	$25,000.00
Total Estimated Hours and Fees Due		527	**$92,088.78**

Customer will be invoiced for actual hours of work performed, in accordance with the rates above. CA makes no representation or warranty that the Services described in this SOW will be completed within the estimated hours or estimated fee. CA may distribute the estimated hours among different roles as business requirements dictate, provided the total estimated fee for the engagement, including fees for any executed change requests, are not exceeded. The hours above are only available at the agreed upon rates for the scope of Services set forth herein.

Offer Expiration
The pricing and terms offered herein expire unless Customer executes and delivers this document to CA prior to 5 PM EST on **3/31/2017**, however this provision shall be null and void and have no legal effect if this document is countersigned by CA.

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. As of the date of this Order Form, the following wire transfer routing information applies: Wells Fargo Bank, NA, ABA# 121000248; Account Name: CA, Inc. Lockbox; Account# 2000028313816.

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.

Entire Agreement
This addendum, and any applicable exhibits or referenced documents 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.

CITY OF JACKSONVILLE		CA, INC.	
Signature:		Signature:	Lisa Kiefer
Name:		Name:	Lisa Kiefer
Title:		Title:	Principal Sales Accountry
Date:		Date:	3/29/17

Exhibit 1

CA Service Management Upgrade Services

EXECUTIVE SUMMARY

CA Services has experience implementing CA Service Management (SM) solutions for hundreds of customers around the world. Our practitioners have unique insight into best practices for sustaining the solution and realizing business value from CA SM. With our CA Service Management Upgrade Services, we help organizations transition from a prior release of CA SM to the current release.

The CA SM Upgrade implements the current CA SM release in a like-for-like upgrade that reduces work required of your team while accelerating the transition to the current release.

The following software components will be upgraded to version 14.1 as a result of this engagement

- CA Service Desk Manager (SDM) from version

The following software common components integrate with the Service Management software and will also be upgraded or installed

- CA CA Business Intelligence (CA BI)
- CA Unified Self Service (CA USS)

SCOPE OF WORK

TABLE OF SERVICES

The following services (the "Services") are in-scope for the CA Service Management (CA SM) Upgrade project.

CA Service Management Upgrade Services

The CA Service Management Upgrade Services implements the current CA Service Management release in a like-for-like upgrade. The upgrade will consist of the following activities:

A. Pre-upgrade – facilitate and perform necessary steps to ready the solution, environments, infrastructure and organization including
   1. Verification of infrastructural requirements in compliance with required system architecture
   2. Documentation of configured components to be modified as part of upgrade
   3. Documentation of existing items to be decommissioned as part of upgrade
   4. Documentation of new items to be made available as part of upgrade
   5. Order and sequence in which configured components need to be applied after tool upgrade has been completed
   6. Support customer's upgrade regression test planning
   7. Dry-run of upgrade in non-production environment with detail upgrade activities documented on upgrade schedule
B. Upgrade - performs necessary steps to upgrade the Solution to its current technology, including:
   1. Communication to stakeholders and core team
   2. Implement changes to identified components, as captured in assessment, to verify upgrade compliance with the documented upgrade activities.
   3. Perform and complete technical upgrade steps as documented on upgrade schedule plan
C. Post-Upgrade - facilitate and perform steps to validate the solution, environments, infrastructure and support the organization with solution, including:
   1. Verification of infrastructural change completion
   2. Verification of configuration change completion related to upgrade
   3. Verification that features in upgraded version of CA SM are functioning as expected

ENVIRONMENTS

Implementation of the Solution will be in the following environments represented by the number of servers for each environment

Environment	In Scope
Initial Environment	1 SDM Server
Test Environment	1 SDM Server
Production Environment	1 SDM Server

PROJECT SCOPE LIMITS

The scope of services will be bound by the following scope limits

Scope Limits - Service Management Upgrade

Parameter	Scope Limit
Project Scope Limits	
Service Desk Manager Upgrade included	Yes
IT Asset Management Upgrade included	No
Service Catalog Upgrade included	No
-	
Process Automation Upgrade \ New Installation (to required level)	Not in Scope
Process Automation configured for SSL included	No
-	
Embedded Entitlements Manager Upgrade \ New Installation	Not in Scope
Maximum number of User Directory sources integrated with EEM	1
-	
Unified Self-Service Upgrade / New Installation	New Install
-	
CA Business Intelligence Upgrade / New Installation	Upgraded
-	
Service Desk Scope Limits	
-	
Current version of Service Desk Manager	12.1
Service Desk Upgrade Method	Service Pack
Service Desk customizations	Conventional
Service Desk Manager - Upgrade Complexity	Conventional
Adjustment of the complexity factor (optional)	-
Maximum Number of Workforms (to be upgraded)	0
-	
Maximum Number of Workflows (to be modified)	0
Maximum Number of SSL Plug-ins (to be upgraded)	0
-	
Additional Project Parameters	

Maximum effort to configure attachments (hours)	4
Configuration of Support Automation included	No
Database customizations - Maximum hours to configure	0
Re-configuration of SSL included	No
Configure Single Sign On	No
Integrate PAM with Service Desk	No
Integrate CAEI with Service Desk	Yes
Integrate EEM with Service Desk	No
Integrate USS with Service Desk	Yes
-	

Scope Limits - Upgrade Assessment

Parameter	Scope Limit
Project Scope Limits	
Service Desk	
Maximum Number of Functional Healthcheck Workshops	0
Maximum Number of Technical Healthcheck Workshops	1
Capabilities Included	
Incident Management	Yes
Change Management	Yes
Configuration Management	No
Problem Management	No
Knowledge Management	No

PROJECT MANAGEMENT SCOPE

The following project management services will be performed. CA will perform the services identified as the responsibility of CA. Customer will be responsible for services identified as the customer responsibility.

Project Management Scope	CA Responsibility	Customer Responsibility
Project Setup and Initiation		
Conduct kick-off conference call with key stakeholders	✓	
Develop high-level project schedule	✓	

Develop Project Management Plan	✓	
Conduct kick-off meeting with select members of project team	✓	✓
Ensure project setup is consistent between multiple CA projects		✓

Scope Management

Ensure that all work is within scope of contract	✓	
Document changes to scope and execute change control process	✓	✓
Maintain list and status of project work products	✓	
Maintain Work Breakdown Structure (WBS)	✓	

Schedule Management

Create and maintain schedule and status of work products	✓	
Maintain schedule as need arises	✓	
Assign resources to project schedule	✓	
Manage customer resources in schedule		✓
Communicate impact of scheduling conflict between multiple CA projects		✓

Financial Management

Track actual hours and expenses	✓	
Report project expenditures vs. budget	✓	✓
Review invoices for accuracy	✓	
Multi-project consolidated reporting		✓

Quality Management

Define and execute formal work product review process		✓
Establish customer's project readiness		✓
Document requirements for operational readiness and incorporate into schedule		✓
Facilitate deliverable review meetings		✓

Risk and Issue Management

Track and manage product risks and issues	✓	
Track and manage technical project risks and issues	✓	
Track and manage project risks and issues	✓	✓

Resource Management

Identify and assign properly qualified CA resources	✓	

Determine and document customer resources required for project	✓	✓
Integrate customer resources into the project schedule		✓

Communications Management

Weekly status report	✓	
Weekly status meeting	✓	✓
Facilitate requirements gathering meetings	✓	
Facilitate design meetings	✓	
Facilitate meetings for major project decisions	✓	✓
Periodic stakeholder meeting		✓
Executive briefing		✓
Multi project consolidated reporting		✓

Project Closure

Obtain customer signoff upon project completion	✓	
Project closure conference call	✓	✓
Formal project closure meeting		✓
Facilitate "Lessons Learned" session		✓

CUSTOMER RESPONSIBILITIES

1. Customer agrees that Customer is responsible for all tasks set forth in the Project Management section attached to and incorporated by reference in this Document, and where listed as Customer Responsibilities.
2. All onsite work will be performed at one (1) Customer location. Work necessitating access to other Customer physical locations will be performed from that one (1) Customer location or remotely.
3. Provide CA employees reasonable work space when working at a customer site.
4. Provide CA employees with access to CA Service Management environments and any needed customer specific environments.
5. Organizational change management and adaption of the Solution into their organization.
6. Create and execute Customer communications plan.
7. Provision of Customer personnel to coordinate and perform Customer activities.
8. Perform technical and functional validation of Solution with guidance from CA.
9. CA recommends Customer Project Team has completed training prior to or shortly after the start of the project.
10. Prepare all training materials and conduct end-user training unless expressly specified otherwise in this document.
11. Prepare all testing materials and conduct all testing unless expressly specified otherwise in this document.
    - Customer will ensure that all hardware (and operating systems), software resources, network connectivity, VPN access and site security are completely installed and operational at required configuration and release levels prior to the start of the project. CA resources will not be assigned to work on the project until customer validates that the environment is ready.
12. Customer is responsible for environment backup and recovery processes, as well as restarts made by CA.
13. Customer is responsible for business continuity backup and recovery.
14. Deploy Solution into production environment assisted by CA, and any other environments not expressly identified in this document.

ASSUMPTIONS

1. CA Service Management will be upgraded based on a flexible architecture, configuration and implementation plan. Changes to the agreed upon implementation methodology are subject to a Change Request and will result in a change to the effort and fees.

2. The non production environments will remain in place and available to CA for use over the duration of the Services.
3. Services will be provided during standard work week hours commonly accepted at one (1) Customer location where the Services are performed. However, CA and Customer recognize that, on occasion, work activities may require scheduling of Services outside standard weekday hours, whose hours and fees will be mutually agreed to in writing in advance by CA and Customer.
4. CA has the right to utilize independent subcontractors to support the delivery of the Services unless otherwise expressly agreed by the parties in writing.
5. The project schedule, agreed between Customer and CA prior to the commencement of this project, will specify the allocation of resources by both CA and Customer.
6. Remote access to all Customer servers will be available for the project duration including access from non-Customer offices
7. Access to all Customer data necessary for the performance of the Services will be made available by Customer.
8. The work effort is based on continuous resource scheduling of planned work effort. Unplanned gaps in work effort not caused by CA may impact overall project costs (effort or travel and expense costs) to be handled via a mutually executed change request.
9. Customer will verify that all change management requests and approvals are completed in a timely manner.
10. CA personnel, working either at Customer's site or remotely to perform the tasks identified as CA responsibilities, will be set up with all appropriate security privileges and direct, hands-on access to Customer's environment and all relevant Customer systems in a timely manner in order to perform Solution installation, configuration and testing.
11. CA or third party products to be integrated with the Solution must be previously installed, at the correct product level, and tested and operational before the project begins.
12. Customer is responsible for acquiring any new hardware required for the test and or production environments and for having required hardware, software (CA and third-party) and network completely installed and operational in the environment(s) prior to the installation of the Solution components, including, but not limited to, supported OS release, OS Service Packs, OS patch levels, Database Release, Database Service Pack, Databases patch level, with compatibility for standard Web servers and Web browsers.
13. Appropriate and sufficient Customer personnel will be available to timely assist CA with any network-related issues that may arise
14. Customer is exclusively responsible for establishing and maintaining an effective monitoring system and for all other internal controls, including, without limitation, approaches and systems to achieve its control objectives, including, compliance with applicable laws and regulations
15. Upgrade is limited to one (1) Customer location.
16. Customer's network will be available at the time of any installation activities

OUT OF SCOPE

1. Process Analysis or Assessment
2. Functional Design
3. Advanced Availability
4. Mobile Services
5. SSL Configuration
6. Support Automation
7. CMDB Visualizer/ CMDB
8. CA Process Automation
9. CA SSM
10. Additional configurations (categories, data partitions, form groups, SLA's, etc.) not in the existing system
11. Integration to IBM Tivoli Asset Manager or other systems
12. Implementation of CA SAM functionality not expressly specified in this document
13. Development of custom code.
14. Customizations other than those referenced in this document are out of scope
15. Modification or maintenance of product language.
16. Loading or configuring of non CA software, including operating systems, databases or scripting languages
17. Unless expressly specified within SOW
    A. Modification of reports, on-line screens, or documentation
    B. Configuration and/or implementation of workflows and business processes
    C. Configuration and/or implementation of interfaces
    D. Implementation of failover, high availability, and/or disaster recovery, unless stated in the document

Appendix A - UPGRADE SUPPORT SERVICES

1. Overview

Within the limitations of this SOW, upgrade support services, including technical support, will be provided for both the EOS (where standard support has ended) or older (still supported) version of the CA Software and the newer, generally available version of the CA Software ("Covered Programs"). Support for the Covered Programs implemented at the installation site(s) specified below will be provided by a designated CA Support Advisor during the upgrade post-upgrade support for thirty (30) days after the upgrade has been completed ("Upgrade Support Services Term"). The designated CA Support Advisor will be available as a shared, non-exclusive resource via direct telephone access during normal business hours to provide as support services as described below.

2. Term

Upgrade Support Services Term	Number of Contracted Hours within Upgrade Support Services Term
7/10/2017 – 10/31/2017	200 hours

Roles	Hours	Rate	Fee
CA Support	200	$125.00	$25,000.00
Total			$25,000.00

3. Support Services

CA will designate a CA Support Advisor who will be available as a shared, non-exclusive resource via direct telephone access during normal business hours to provide:

a. Remote pre-upgrade advisory consulting, i.e. review and provision of technical insight into your upgrade plan for supportability and compatibility and review of existing support issues between you and CA. (This does not include execution of plans, tasks, staff augmentation activities or other administrative activities)

b. Remote attendance at upgrade project kickoff meeting and upgrade service status meetings

c. Assistance with CA Support related problems with EOS and CA Covered Programs, during the Upgrade Support Services Term.

d. Priority response time service level objectives during normal business hours

PRIORITY RESPONSE SERVICE LEVEL OBJECTIVES	
Incident Severity	Initial Response Time
1	30 minutes
2	3 business hours*

* During normal business hours, as published on CA Support Online, based on the time an incident is initially submitted online or telephonically.

e. Access to latest published fixes and patches

f. Assistance with developing workarounds.

4. Exclusions

a. Support for any CA or third-party software, including but not limited to those related to project management, installation configuration, migration, upgrade, custom development, and education, beyond those listed as Covered Programs.

b. Support for altered or modified versions of the Covered Programs

c. Development and distribution of additional Service Packs for the Covered Programs

d. Development and distribution of new Fixes for the Covered Programs

e. Support or review of enhancement requests related to the Covered Programs

f. Porting of code from any CA Generally Available ("GA") software product version or release down to the version or release of any of the Covered Programs.

g. Certification of Covered Programs with:

1) New versions or releases of CA software products that interfaced with the Covered Programs at the time CA Upgrade Services were purchased

2) New third-party software product releases, operating systems, and/or hardware

3) Support for Covered Programs running in an operating or hardware environment that CA did not certify when the Covered Programs were GA.

h. Support in operating environments utilizing third-party software or hardware where support for the third-party software or hardware is no longer commercially available and a problem with the Covered Program is suspected to be within, or as a result of, the third-party software or hardware.

i. Tasks related to process redesign or reengineering, or organizational change and transformation

j. Outcome-based assessment services.

k. Architecture designs or reviews (may be included as part of upgrade implementation service)

l. Ongoing operational or deployment activities, system tuning or routine maintenance.

m. Staff augmentation services.

n. Tasks requested or assigned by Customer to be performed after the Upgrade Services Term

5. Additional Terms and Conditions

1. CA shall not be responsible for any changes in your hardware or operating environment that may be necessary as a result of a CA software workaround or fix.

2. All and any services provided by CA Support under this SOW shall remain the property of CA or its licensors at all times.

3. You acknowledge that the Support to be provided pursuant to this SOW will not customize or alter the value or functionality of the programs licensed by you from CA under any license agreements (the "Software"). No product development will be included as part of Support nor is Support necessary for you to benefit from the Software's intended features and functions. Payment of any license fee and/or maintenance fee due under any license for the Software between You and CA are not contingent upon the provision of Support provided under this SOW.

4. You are required to maintain an active CA maintenance contract for the duration of the Services.

5. The scope of support services is limited to the tasks specified above.

6. With the exception of severity 1 support issues which will be handled on a 24 x 7 basis via telephone only, the support services will generally be provided telephonically, online and/or via email during CA "normal business hours". Normal business hours means CA standard business hours local time (e.g., up to eight (8) hours per day in the United States), Monday through Friday (standard business days), excluding locally observed holidays. A listing of CA normal business hours is available at http://www.ca.com/us/support/phone.aspx.

7. CA reserves the right to select and assign resources as it deems appropriate.

6. Covered Programs

Licensed Program Name	Upgrading From Release/ Version	Upgrading to Release/ Version
Service Desk Manager	12.1	14.1

7. Installation Sites

Support will only be provided for the Covered Programs installed at any of the installation sites listed below:

CA Customer No. (Site ID)	Installation Site Address
16700	234 N. Hogan St., 8th Floor, Suite 810, Jacksonville, FL 32202

EXHIBIT B
Indemnification and Insurance Provisions

INDEMNIFICATION

The Company shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of this Agreement, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with this Agreement; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to City, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Agreement, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to this Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of this Agreement.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full

force and effect. Further, any term which offends Section 725.06 or 725.03 of the Florida Statutes will be modified to comply with said statutes.

INSURANCE

Without limiting its liability under this Agreement, the Company shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and the Company shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Company (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Each Occurrence – Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent transcript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048

B. Company's Insurance Primary. The insurance provided by the Company shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents

C. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Company. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

D. Company's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Company or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

E. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by The Company shall relieve the Company of the Company's full responsibility to provide insurance as required under this Agreement.

F. Certificates of Insurance. Provider shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

G. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

H. Survival. Anything to the contrary notwithstanding, the liabilities of the Company under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

I. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

J. Special Provisions: Prior to executing this Agreement, the Company shall present this Agreement and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of the Company.

EXHIBIT C
SPECIFIC PROGRAM DOCUMENTATION

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Specific Program Documentation

The CA software program(s) ("CA Software") listed below is provided under the following terms and conditions in addition to any terms and conditions referenced on the Order Form entered into by you and the CA entity ("CA") through which you obtained a license for the CA Software. These terms shall be effective from the effective date of the Order Form.

1. Program Name: CA Service Management Service Desk Manager Package

2. Specified Operating Environment
   The CA Software's specifications and specified operating environment information may be found in Documentation accompanying the CA Software, if available (e.g., a user manual, user guide, wiki.ca.com, readme.txt or notice.txt file).

3. Licensing Model

   A. For purposes hereof, CA Software means the CA Service Management Service Desk Manager Package software described herein in object code form and as set forth on the applicable Order Form.

   B. The Service Desk Manager component of the CA Software is licensed on a Concurrent User basis. The authorized users are assigned various roles based upon the functions needed to accomplish designated tasks.

   C. "Concurrent User" means a software license that is based on the number of simultaneous (concurrent) users accessing the program. For the purpose of Service Desk Manager, all roles (for example: Analyst, Manager, Administrator), and programmatic API and/or web-services calls require a license during the time they are logged into the system. Customer is entitled to have the specified number of Concurrent Users access Service Desk Manager simultaneously.

      1. Access to Service Desk Manager via multiple components, sessions, channels, and/or devices at the same time by an individual Concurrent User will only use one license.

      2. Service Desk Manager User Identity is associated with the User Name – Sharing of User Names between multiple individuals is prohibited.

      3. The Service Desk Manager component does not prohibit additional users from access beyond the entitlement.

      4. Customer may use supplied KPI metrics to establish historic usage trends for Service Desk Manager concurrent license use levels.

   D. The CA Software includes an unlimited entitlement to use CA Service Catalog in connection with the CA Software. No additional licensing is required.

   E. The CA Software includes an unlimited entitlement to use Unified Self-Service in connection with the CA Software. No additional licensing is required. Note the system requirements for Unified Self-Service requires the third-party software Liferay® Portal, as described in the CA Service Management documentation. CA does not provide the Liferay Portal as part of the CA Software.

   F. The CA Software includes an unlimited entitlement to use the related Mobility applications in connection with the CA Software. No additional licensing is required.

   G. The CA Software includes end-user self-service licenses, allowing for the creation, modification, and closure of a ticket on behalf of an individual user, but not on behalf of another user. End-user self-service licenses are not counted as Concurrent User licenses.

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H. The CA Software includes a limited entitlement to CA Business Intelligence. This entitlement is restricted to use within the context of reporting for the CA Software only. Specifically, the CA Software reports created using CA Business Intelligence may access and incorporate data created by, derived from, or used by the CA Software or third party data sources, provided that such data facilitates or augments data for Customer's use of the CA Software.

I. The CA Software includes a limited entitlement to CA Configuration Automation. This entitlement is restricted to use of CA Configuration Automation with the CA Software only and:

1. The entitlement is fifty (50) CA Configuration Automation for Physical Environments (50 physical CPU sockets) and twenty-five (25) CA Configuration Automation for Virtual Environments (25 physical CPU sockets).

2. Virtual Environments are any physical servers managing Virtual Servers (VM's) in a hypervisor/manager configuration. A "Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

3. "Managed Servers" means a virtual or physical Server managed by CA Software.

4. "Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased, or otherwise controlled by Customer.

5. Use for additional Servers requires additional licenses for CA Configuration Automation.

J. The CA Software includes limited entitlements to Process Management for Workflows. These entitlements are restricted to use within the context of workflows associated with the CA Software only. The following definitions are for the CA Software use of Process Management for Workflows only:

1. "Agent" means a single installation of the agent software component on a specific operating system which can be identified with unique host identification on a physical or virtual hardware server.

2. "Orchestrator" means a single installation of the orchestrator software component on a specific operating system which can be identified with unique host identification on a physical or virtual hardware server. This installation can be a stand alone Orchestrator, or as a node of a new or existing clustered Orchestrator.

3. "Concurrent Process" means the number of process instances that are marked in the running state within an orchestrator at any given time.

4. "Connector" means the software program connecting with specifically named third-party software or rather CA Software. Each connector may only be used to connect the CA Software with the specifically named third-party software or CA Software program.

5. "Premium Connector" means an additional connector not included with the CA Software for which CA charges an additional fee.

6. "Custom Operator" means a type of automation object that can be created to enhance, modify, or restrict the capabilities of an existing connector.

7. The following table identifies the CA Software component entitlement for Process Management for Workflows:

Process Management for Workflows Components	CA Software Entitlement for Service Desk Manager	CA Software Entitlement for Service Catalog

Agent	5	Unlimited
Orchestrator	Multiple	2 Additional at cost
Concurrent Process	No limit per Orchestrator	75 per Orchestrator
Connector	SOM only	All non-Premium
Premium Connector	None	Purchase at cost
Custom Operator	3	None

4. Third Party Terms
If the CA Software contains third-party software components, and the third-party licensor requires incorporation of specific license terms and conditions for such software into this CA license, those third-party software components and their specific terms and conditions, which are incorporated by this reference, are set forth in the Third Party Terms document for each included CA Software product located at https://support.ca.com/prodinfo/tpterms.

EXHIBIT D
CA SUPPORT POLICY AND TERMS

technologies

1. Overview

CA Support for CA software consists of operational assistance and technical support provided by CA, in its reasonable judgment, during the term of CA Support procured by you. CA will supply its software licensees who have enrolled in CA Support with Upgrades that are made generally available ("GA") by CA, together with any additional related Documentation

CA Support is offered for GA CA software unless CA specifically designates that software as not eligible for support or the software is licensed by CA on an "as is" basis without warranties. You are only eligible to receive CA Support if you remain current on all applicable licensing and maintenance fees due and payable to CA and are otherwise compliant with your applicable contractual obligations to CA. CA currently makes, and at CA's discretion CA may make, other fee-based tiers of support or support offerings available that provide specific, customized, and/or more comprehensive forms of enhanced support services. As a prerequisite to obtaining additional support through these offerings, you must be an active CA Support customer for such software.

This CA Support Policy and Terms may be updated by CA from time to time, in its sole discretion, however such updates will not result in a material reduction in the level of CA Support provided for the CA software you have licensed and for which an applicable maintenance agreement is in effect at the time such update is implemented and for the remaining term of such contract and you are otherwise compliant with your contractual obligations to CA.

Technical support will be performed in a timely and professional manner by qualified support engineers familiar with the CA software. CA Support generally includes:

- For all non-Severity 1 incidents, direct access to technical support and the ability to open and manage support incidents via CA Support Online or by telephone. SEVERITY 1 INCIDENTS MUST BE OPENED VIA TELEPHONE
- 24x7x365 support for Severity 1 incidents
- Access to CA Support Online* (support.ca.com) for 24x7x365 online technical support and access to CA software product and Documentation downloads, Fixes, Service Packs, patch downloads, user groups, user forums, beta testing, FAQs, samples, webcast recordings and demos, usage tips, technical updates and HYPER notifications, as such are made available by CA.
- Interactive remote diagnostic support allowing technical support engineers to troubleshoot an incident securely through a real-time browser-based remote control feature
- Upgrades for the CA software if and when CA makes them GA. Any CA software so provided is subject to the same usage limitations and restrictions as the CA software originally licensed to you by CA.

*CA Support Online (including Self-Service Support) may not be immediately available for software products obtained by CA in corporate acquisitions. Technical support for acquired software products may be provided via a separate website on an interim basis during the transition of online support for such software products to CA Support Online.

Defined terms used in this policy include the following:

"CA Support" means maintenance and support for CA software in addition to warranty support.

"Documentation" means specifications, user documentation, and technical manuals and guides provided by CA with CA software.

"Fix" means any change that CA makes to the software, including changes made for purposes of maintaining system compatibility, error correction, improved operation and security and Workarounds that establish or help to restore material conformity to the specifications in the Documentation for that software. A "Fix" is generally an interim solution for a specific customer problem, and is typically provided through a targeted point patch or hot fix. A "Fix" may also include any recommendations or advice provided to you including recommendations that you migrate to a current Version or Release, consideration of the incident in developing a future Version or Release of the software, or other steps to close an open incident in accordance with CA support processes.

"Release" means a release of a CA software product, which may contain minor new software product functionality, code, or compatibility and incorporates all previous Service Packs and Fixes (if any exist) since the last Version. Typically, a Release requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA for a particular product, a Release is tied to the preceding Version and is designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.

"Self-Service Support" means access to self-help tools provided on CA Support Online, such as software product compatibility information, previously published Fixes, Workarounds, knowledge documents and other CA software product solutions.

"Service Pack" means a set of cumulative Fixes for a particular Version or Release of the software, and typically does not contain new features or functionality. A Service Pack may be available either as a download from CA Support Online or as a media kit. It is generally installed as a software product overlay (also known as a patch). Service Pack nomenclature is tied to the related Version or Release. For example, a Service Pack relating to Version 1.0 would be designated as 1.0 SP 1, 1.0 SP 2, etc., and a Service Pack for Release 2.1 would be designated as 2.1 SP1, 2.1 SP2, etc.

"Upgrades" include Documentation revisions, error corrections, software product enhancements, Service Packs, Versions and Releases for the CA software for which CA Support is provided, and do not include any options or software products that are licensed separately by CA and are not derived from or based on the existing software product or Documentation. Sometimes Upgrades are referred to as "product updates" or "software updates" in older Documentation.

"Version" means a release of a CA software product that contains major changes in software product functionality, code, or compatibility and incorporates the previous Release (if one has occurred), Fixes and Service Packs (if they have occurred). Typically, a Version requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA for a particular product, a Version is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

"Workaround" means an interim resolution of an Incident and may include specific modifications to the software to address critical problems (sometimes also called "hot fixes"). In some cases, the Incident addressed by the Workaround will be permanently resolved when you install the next Upgrade; the Workaround itself may be considered final if it materially reduces the impact of an error or defect.

2. Service Level Objectives

CA will use reasonable efforts to meet the service level objectives stated in the Service Level Objectives table below with regard to remedial software support and will provide ongoing efforts to resolve Severity 1 support incidents. All Incidents can be submitted to CA on a 24 hours per day, 7 days per week, 365 days per year basis. Due to the complexities of technical environments, the table represents an estimate of response times only and actual response times may vary.

Severity Level Descriptions

"Severity 1" means "System Down" or a product inoperative condition impacting a production environment for which no Workaround is immediately available, such as (i) production server or other mission critical systems are down; (ii) a substantial portion of mission critical data is at a significant risk of loss or corruption; (iii) a substantial loss of service; (iv) business operations have been severely disrupted; or (v) an Incident in which the software causes catastrophic network or system failure or that compromises overall system integrity or data integrity when the software is installed or when it is in operation (i.e. system crash, loss or corruption of data, or loss of system security) and significantly impacts ongoing operations in a production environment. SEVERITY 1 INCIDENTS MUST BE SUBMITTED TO CA VIA TELEPHONE. IN ADDITION, THE ELEVATION OF ANY LOWER SEVERITY INCIDENT TO SEVERITY 1 STATUS MUST BE REQUESTED VIA TELEPHONE.

"Severity 2" means a high-impact business condition possibly endangering a production environment. The software may operate but is severely restricted.

"Severity 3" means a low-impact business condition with a majority of software functions still usable; however, some circumvention may be required to provide service.

"Severity 4" means (i) a minor problem or question that does not affect the software function, (ii) an error in software product Documentation that has no significant effect on operations; or (iii) a suggestion for new features or software product enhancement.

Service Level Objectives	
Incident Severity	Initial Response Time
1	1 hour
2	3 business hours**
3	4 business hours**
4	1 business day**

** During normal business hours, as published on CA Support Online, based on the time an Incident is initially submitted online or telephonically.

3. Supported Software

CA Support is provided for the latest Version or Release of the software made GA by CA. At CA's sole discretion CA Support may be provided for one previous Version or Release ("GA-1") for a CA software product that has not reached End Of Service ("EOS") as set forth in Section 5 below.

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4. Customer Responsibilities

In order to receive CA Support, you must maintain a supported environment, which includes the current Versions and Releases and Service Packs of CA software. All computer hardware, operating systems, and third party software associated with the affected CA software must be maintained on the latest releases and version levels from the manufacturer that CA designates as compatible with the CA software.

In order to receive CA Support, you must provide a technical support incident request in English that contains all information pertinent to the problem or incident, including but not limited to the site identification number, incident severity level (determined in accordance with CA's Incident Severity Level Descriptions above), software/Release/Version/Service Pack or gen level, operating system/version, platform, a description of the problem or incident, and as available, log files/test case, memory dumps, and file listings. You must provide the name(s) and contact information, including email addresses and telephone numbers, for technical personnel who are familiar with the problem or incident and your environment. You must execute diagnostic routines if provided by CA and inform CA of the results. You agree to continue to communicate with CA to verify the existence of the software problem and provide information about the conditions in which the problem could be duplicated. In order to maintain an Incident at Severity 1 status, CA may require that you make a technical contact continuously available to CA to provide further documentation and other information pertinent to the incident, as well as perform resolution testing and other activities necessary for CA to provide continuous efforts in progressing the incident. If you are unable to provide such a resource, CA may reduce the severity level of the incident.

5. Technical Support Limitations

On-site maintenance and support services are not within the scope of CA Support.

CA shall not be obligated to provide technical support for non-CA software, CA software that is not used in accordance with the product Documentation, modifications to the CA software, any code not part of the base CA software product functionality (including custom code provided by CA Services, you or any third party) or problems associated with software products running on unsupported hardware, operating systems, or third party software. Any such service may be available on a fee basis, as determined by CA. Ultimately, you may be required to upgrade to a supported third party software product or release, hardware platform, framework, database or operating system configuration as approved or certified in CA's published specifications to continue receiving technical support services from CA.

CA shall not be responsible for any changes in your hardware or operating environment that may be necessary as a result of a Workaround or Fix. You acknowledge that any changes you elect to make to your operating environment may detrimentally affect the performance of CA software and, despite the technical support to be provided hereunder, CA shall not be responsible for such effects upon, or any resulting degradation in performance of, the CA software. CA is not required to provide technical support if you do not perform your responsibilities as stated herein.

Consulting services are not provided as part of CA Support. CA Support does not include performing deployments, installations or roll-outs.

6. End of Service Policy

In accordance with this policy, CA decides, at its sole discretion, when a CA software product Version or Release will be designated EOS and what the end of service date ("EOS Date") will be. CA may also decide to withdraw support for a particular operating system, platform, application or database by following the EOS process. When a Version or Release reaches its EOS Date, new development and provision of new Service Packs or Fixes will not be provided for the EOS Version or Release and CA Support will cease. Previously published Service Packs and Fixes for the EOS Version or Release will continue to be available as part of Self-Service support.

CA will use reasonable efforts to provide licensees with a minimum of twelve (12) months' notice prior to the EOS Date of a Version or Release unless the CA software product is part of the CA Incremental Release Program (in which case notifications will be provided in accordance with the CA Incremental Release Program - Support Policy and Terms available at http://www.support.ca.com). If a third party withdraws support for an operating system, platform, application or database, CA may not be able to provide a longer period of EOS notice than that provided by the third party. Notifications of software product status may include upgrade or migration path information.

Following EOS of a Version or Release, CA will continue to support the CA software product at a later Version or Release level (or, where support has only been withdrawn for a certain operating system, platform, application or database, for the remaining supported environments). CA suggests that licensees of Versions or Releases, subject to an EOS notice, upgrade to the most current supported Version or Release. If you would like maintenance and support for a Version or Release that has reached its EOS Date, you may:

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a. purchase consulting services from CA Services for upgrade assistance to a supported Version or Release and obtain upgrade support services which includes technical support for the unsupported Version or Release of the End of Service Version or Release for the duration of the CA Services upgrade project;

b. purchase CA Extended Support for that Version or Release, if: (i) CA has made such offering available for a defined period not to exceed eighteen (18) months from the EOS date; and (ii) you meet any defined prerequisites; or

c. continue to use the Version or Release, consistent with your license and receive Self-Service Support only.

7. Stabilization Policy

A CA software product becomes stabilized when no future enhancements, Versions, Releases, development or Service Packs are planned, but all other CA Support features remain in effect, including Self Service Support. Features and functionality are frozen at the current Version or Release level. Licensees will receive notice that a CA software product Version or Release has become stabilized. Notifications of software product status may include upgrade or migration path information. You may be offered the opportunity to license an alternate CA software product which provides similar or, in some cases, enhanced functionality.

8. End of Life Policy

CA decides, at its sole discretion, when a CA software product will be designated EOL and what the end of life date ("EOL Date") will be. When a CA software product reaches its EOL Date, no future development, Upgrades, Service Packs or Fixes will be provided for any Version or Release of the CA software product and CA Support for the CA software product will cease. However, after the EOL Date, CA will continue to provide Self Service Support for the remaining agreed upon maintenance period.

CA will use reasonable efforts to provide licensees with a minimum of twelve (12) months' notice prior to the EOL Date of a CA software product unless the CA software product is part of the CA Incremental Release Program (in which case notifications will be provided in accordance with the CA Incremental Release Program - Support Policy and Terms available at http://www.support.ca.com). Notifications of CA software product status may include upgrade or migration path information.

An alternate CA software product that provides similar, or in some cases enhanced, functionality, may be made available for licensing by CA. CA suggests that licensees of EOL software products consider migrating to such an alternate software product. CA may be able to assist you in formulating and implementing a migration plan through a fee based service. If you would like maintenance and support for a CA software product that has reached its EOL Date, you may:

a. purchase consulting services from CA Services for migration assistance to an alternate CA software product, if one is available, and obtain upgrade support services which includes technical support for the unsupported Version or Release of the End of Life product for the duration of the CA Services migration project;

b. purchase CA Extended Support for the last generally available Version or Release of that CA software product, if: (i) CA has made such offering available for a defined period not to exceed eighteen (18) months from the EOL date; and (ii) you meet any defined prerequisites; or

c. continue to use the software product, consistent with your license, and receive Self-Service Support only.

9. Notifications

Any notifications described herein may be provided to you by your CA representative by email, and/or by CA posting such notifications on CA Support Online.

10. Ownership and Proprietary Information

Title to, ownership of, and all rights in the intellectual property, including but not limited to patents, copyrights, trademarks, and trade secrets in the CA software, CA Support and Documentation, any derivative works thereof, deliverables provided in connection therewith, and any goodwill accruing from the use of such CA software, CA Support, and Documentation, belong exclusively to and shall remain with CA and/or CA's licensors; provided that to the extent deliverables are provided by CA as part of CA Support, and contingent upon your payment in full for applicable licensing and CA maintenance fees due and payable to CA, CA grants you a royalty-free, non-exclusive license to use such deliverables for your internal business purposes only, consistent with the purpose for which such deliverables were provided. You shall not make available or disclose such intellectual property to any third parties except as expressly permitted by these Policy and Terms, and shall

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take appropriate action, including by instruction or agreement with your employees who are permitted access to such information, to satisfy your obligations hereunder.

CA is not precluded or restricted from developing computer software or materials, or related Documentation which is or may be considered competitive with any computer software or materials that may have been supplied to you as part of CA Support, irrespective of their similarity. The ideas, concepts, know-how or techniques utilized or developed by CA during the performance of CA Support may be further utilized by CA in any of its other business activities. CA is not restricted in its ability to reassign CA personnel who have provided services hereunder to the performance of similar support services for other customers.

11. Support for CA Supplied Appliance Hardware

Support for a CA-provided physical server platform hardware appliance which is bundled with and used to operate one or more pre-installed licensed CA software products is provided in accordance with the CA Appliance Hardware Policies published on CA Support Online located at http://support.ca.com.

12. Support for CA Software Products in CA Incremental Release Program

This CA Support and Policy and Terms does not apply to any CA software product that is part of the CA Incremental Release Program. Support for CA software products in the CA Incremental Release Program is provided solely in accordance with the CA Incremental Release - Policy and Terms published on CA Support Online located at http://support.ca.com.

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