Proposal for a DB2/CICS Monitoring Solution

Prepared for:

State of West Virginia

RFQ Number: CRFQ 0210 ISC1600000011

Attn: Stephanie Gale, Bid Clerk
State of West Virginia Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305
Email: Stephanie.L.Gale@wv.gov

CA Technologies Point of Contact:
Ahmad Karwan, Territory Account Manager
2291 Wood Oak Drive
Herndon, VA 20171
Email: Ahman.Karwan@ca.com

ca technologies

2291 Wood Oak Drive
Herndon, VA 20171

ca technologies

April 6, 2016

State of West Virginia
Attn: Stephanie Gale
Bid Clerk
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Reference: CRFQ 0210 ISC1600000011 for DB2 and CICS Monitoring Solution

Dear Ms. Gale:

CA, Inc. (CA Technologies or CA) is pleased to respond to the State of West Virginia ("the State") Request for Quote (RFQ) for a DB2 and CICS Monitoring solution. In addition to addressing the requirements defined in the RFQ, the proposed CA Sysview solution is designed to help customers succeed in a future where every business is being rewritten by software. From planning to development to management to security, at CA Technologies we create software that fuels transformation for companies in the application economy.

The proposed CA Technologies CA Sysview base solution with DB2 and CICS options will provide a solid foundation for actively monitoring, analyzing and managing its DB2 objects and CICS transactions, and offers exceptional value, consisting of:
- Technology that helps deliver tangible benefits
- Consulting experience to facilitate a smooth, on-time implementation
- Competitive prices that can help improve the return on IT investments
- An experienced account team that works with you to address your business needs
- Professional customer care that helps promote a long-term business relationship

CA's approach emphasizes time-to-value and flexibility and will help position the State to make informed decisions throughout the DB2/CICS Monitoring tool initiative.

Please be advised that the information contained herein is furnished at this time for the sole purpose of permitting you to make a considered technical and commercial evaluation of CA's response to the RFQ. All such information is the confidential and proprietary information and property of CA Technologies and may not be disclosed to any third party or used for any purpose other than the evaluation of this response.

CA Technologies will work with the State to negotiate a contract that is acceptable to both parties utilizing either: (a) any appropriate contracts currently in place between the parties, or (b) the CA Technologies Foundation Agreement and appropriate Modules for Software, Software Support and Education attached to this response. Any additional terms and conditions that are considered needed or recommended will be negotiated in establishing the final documents for software licensing, support and training that address our mutual requirements.

Notwithstanding anything to the contrary in the RFQ, this proposal is not binding and shall be superseded in all respects with a definitive agreement executed by both parties. Such definitive agreement shall set forth the agreed upon terms and conditions, payment structure, and each party's roles and responsibilities.

If you have any questions regarding this RFQ response or if any supplemental information is desired, please contact Ahmad Karwan, Territory Account Manager, by phone at (703) 709-4344 or by email at Ahmad.Karwan@ca.com.

Sincerely,

Tina Ratcliff
Sr. Director, Financial Contracts
CA, Inc.

technologies

Cost Proposal

To

State of West Virginia
Request for Quotation
CRFQ 0210 ISC1600000011

Presented To:
Stephanie Gale, Bid Clerk
Department of Administration, Purchasing Divison
2019 Washington Street East
Charleston, WV 25305

Presented By:
Ahmad Karwan
Territory Account Manager
CA, Inc.
2291 Wood Oak Drive
Herndon, VA 20171

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1. Executive Summary/Solution Overview

CA Technologies is pleased to provide the State of West Virginia with our response to the State's solicitation for DB2 and CICS monitoring tools including related training, maintenance and support.

Our response meets or exceeds the specifications for CICS and DB2 Monitors identified in solicitation CRFQ 0210 ISC1600000011. CA's responses are based on our CA SYSVIEW Realtime Performance Management (CA SYSVIEW) base product and select options.

CA SYSVIEW is a performance monitoring and management tool for the z/OS mainframe system environment. CA SYSVIEW helps simplify mainframe performance management and increase effective use of mainframe system resources—including hardware and software—by providing detailed system monitoring and alerts for faster, proactive response. Through a variety of interfaces operators, systems programmers, performance analysts, and end users can monitor and manage system resources. CA SYSVIEW also allows authorized users to change dynamically the system to avoid costly outages and unscheduled system restarts.

The product is architected to consume less system resources and require a minimal number of systems programmers to maintain and install it. Because CA SYSVIEW is simple-to-learn and easy-to-use, you can rapidly improve user acceptance and increase productivity.

CA SYSVIEW comes with many interfaces. You can run and access it from environments including VTAM, TSO, ISPF, CICS, or CA Roscoe. The following interfaces are provided:

- **GUI**: CA SYSVIEW using CA Graphical Management Interface (CA GMI – included, a no additional cost item) provides a graphical user interface.
- **3270**: Use the local 3270 device interface to run CA SYSVIEW in a dedicated mode from any locally attached 3270 device. This interface makes it possible for you to use CA SYSVIEW even when TSO, VTAM, and JES2 are not active.
- **Batch**: Run CA SYSVIEW as a batch job.
- **API**: The application programming interface obtains information from CA SYSVIEW displays for use in other programs. You access the API using TSO/E REXX.
- **CA SYSVIEW Option for CICS Monitor Exit Interface**: Customize your CICS applications to pass information to CA SYSVIEW.
- **Console**: Execute CA SYSVIEW commands with the output displayed on the console.
- **Terminal Interfaces**: Run and access CA SYSVIEW from the following 3270 Terminal Interfaces: VTAM, TSO, ISPF, CICS, and CA Roscoe.

CA's solution consists of one base product and select options:

Product	Overview
CA SYSVIEW Realtime Performance Management	Monitor and manage critical mainframe system resources. With this powerful mainframe performance management product, you can simplify mainframe performance management by proactively monitoring against alerts, drill down for intuitive problem identification, and base automation on performance intelligence.
PRODUCT OPTIONS	
CA SYSVIEW Realtime Performance Management Option for CICS	The CA SYSVIEW Option for CICS monitors all supported releases of CICS.

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CA SYSVIEW Performance Management Option for DB2	CA SYSVIEW Option for DB2 for z/OS is a realtime monitor that provides your database administrators (DBAs) with the tools they need to maximize DB2 system and application performance. With its extensive Insight Query Language (IQL), you can tailor and extend CA SYSVIEW Option for DB2 for z/OS to perform customized monitoring functions. In addition, CA SYSVIEW Option for DB2 for z/OS exceptional processor detects subsystem resource utilization that has exceeded a user-defined limit and notifies DBAs about exceptions as they occur—helping your DBAs take immediate corrective action, or examine a log of recent exceptions to detect trends. CA SYSVIEW Option for DB2 for z/OS uses subsystem statistics and thread accounting data to analyze the performance of new or modified applications during stress testing, before they are migrated to a production environment. In addition, this solution helps DBAs determine the cause of DB2 application performance problems and provides the information needed to tune an application.

Founded in 1976, CA is a recognized leader in IBM mainframe solutions:

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2. Addendum Acknowledgement

Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

RESPONSE: To the best of CA's knowledge and belief, as of April 4, 2016, no addenda relevant to this RFQ have been posted to the wvOASIS site.

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3. Exceptions and Clarifications

The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

RESPONSE: As noted in our cover letter to this response, CA Technologies will work with the State to negotiate a contract that is acceptable to both parties utilizing either: (a) any appropriate contracts currently in place between the parties, or (b) the CA Technologies Foundation Agreement and appropriate Modules for Software, Software Support and Education attached to this response. Any additional terms and conditions that are considered needed or recommended will be negotiated in establishing the final documents for software licensing, support and training that address our mutual requirements. Please see Appendix 2.

Response to the State of WV CRFQ 0210 ISC1600000011 for DB2 and CICS Monitoring Solution

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4. Purchasing Affidavit

In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of $1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

RESPONSE: CA will comply and submit this form upon notice of award of bid.

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5. Certification and Signature Page

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

CA, Inc.
_____
(Company)

_____
(Authorized Signature) (Representative Name, Title)

Phone (703) 709-4809; FAX N/A; April 5, 2016
_____
(Phone Number) (Fax Number) (Date)

Response to the State of WV CRFQ 0210 ISC1600000011 for DB2 and CICS Monitoring Solution

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Exhibit A – Pricing Page

CICS Monitoring Tool with Maintenance and Support and DB2 Monitoring Tool with Maintenance and Support

Contract Item	Description	Quantity	Unit Cost	Extended Cost
Contract Item 1	CICS Monitoring Tool	0	$0.00	$0.00
Contract Item 2	DB2 Monitoring Tool	0	$0.00	$0.00
Contract Item 3	One (1) Year of Maintenance and Support for Contract Item 1: CICS Monitoring Tool	0	$0.00	$0.00
Contract Item 3	OPTIONAL RENEWAL YR 2: One (1) Year of Maintenance and Support for Contract Item 1: CICS Monitoring Tool	0	$0.00	$0.00
Contract Item 3	OPTIONAL RENEWAL YR 3: One (1) Year of Maintenance and Support for Contract Item 1: CICS Monitoring Tool	0	$0.00	$0.00
Contract Item 3	OPTIONAL RENEWAL YR 4: One (1) Year of Maintenance and Support for Contract Item 1: CICS Monitoring Tool	0	$0.00	$0.00
Contract Item 4	One (1) Year of Maintenance and Support for Contract Item 2 DB2 Monitoring Tool	0	$0.00	$0.00
Contract Item 4	OPTIONAL RENEWAL YR 2: One (1) Year of Maintenance and Support for Contract Item 2: DB2 Monitoring Tool	0	$0.00	$0.00
Contract Item 4	OPTIONAL RENEWAL YR 3: One (1) Year of Maintenance and Support for Contract Item 2: DB2 Monitoring Tool	0	$0.00	$0.00
Contract Item 4	OPTIONAL RENEWAL YR 4: One (1) Year of Maintenance and Support for Contract Item 2: DB2 Monitoring Tool	0	$0.00	$0.00
	Single Solution Option			
	Vendors providing a price for the Single Solution Option must enter '0' in Unit Cost for Contract Items 1- 4			
Contract Item 5	Contract Item 1 and Contract Item 2. Combined CICS and DB2 Monitoring Tools	*1	$0.00	$0.00
	Contract Item 1 and Contract Item 2 Training for Combined CICS and DB2 Monitoring Tools (See Appendix 1—Proposed Training)	12 students	$2,050.00	$24,600.00
Contract Item 6	One (1) Year of Maintenance and Support for Contract Item 5	*1	$40,886.80	$40,886.80

Contract Item	Description	Quantity	Unit Cost	Extended Cost
Contract Item 6	OPTIONAL RENEWAL YR 2: One (1) Year of Maintenance and Support for Contract Item 5	*1	$40,886.80	$40,886.80
Contract Item 6	OPTIONAL RENEWAL YR 3: One (1) Year of Maintenance and Support for Contract Item 5	*1	$40,886.80	$40,886.80
Contract Item 6	OPTIONAL RENEWAL YR 4: One (1) Year of Maintenance and Support for Contract Item 5	*1	$40,886.81	$40,886.81
		Total Cost		$188,147.20

*Quantity of "1" consists of one license for the base solution and one license for each of the two proposed options for DB2 and CICS.

Based on customer visits prior to this solicitation, it is our understanding that this solicitation seeks to replace existing DB2 and CICS monitoring tools. In situations where CA is replacing **an incumbent product, CA's policy is to not charge a licensing fee.** CA does charge for ongoing maintenance.

Response to the State of WV CRFQ 0210 ISC1600000011 for DB2 and CICS Monitoring Solution

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Appendix 1 – Proposed Training

CA Technologies offers a comprehensive training curriculum from in-person training courses, to teacher led virtual courses, to Web-based Training courses, to real-time, screen sensitive training capabilities. We make this investment in training because we have found that the better trained Sysview users are going into the go-live, there is a dramatically higher user adoption from the start which leads to the faster and more accurate the monitoring. Additionally, better trained organizations have fewer reported trouble tickets.

Training Approach

CA Education's training offerings are the broadest of any technology Vendor. We take two fundamental approaches:

- Knowledge Transfer throughout the engagement
  - When services are provided, your CA DB2/CICS Administrators are asked to work shoulder-to-shoulder with the CA Services team throughout the engagement so that your team can learn as much as possible to become self-sufficient. Our most successful customers make this initial investment in their resource's time and immediate outcomes show as soon as you go-live.
- Formal Training approaches
  - Instructor led and online education with the use of virtual training sandboxes
  - Change Management Consulting
  - Custom End-User Learning and Adoption

We strongly recommend a comprehensive training plan starting at the beginning of the technology implementation initiative. Benefits to a comprehensive training plan include:

- Lower the risk of project failure
- Improve user adoption and productivity
- Reduce reliance on external support
- Accelerate ROI on your software investment

CA Education's number-one priority is to help maximize your CA software investment. That is why we work with you to identify your educational needs, provide a range of flexible learning options, and outline an effective plan to meet your goals.

Our commitment to training excellence is demonstrated in how we develop and deliver our curriculum. Our instructors average more than 20 years of industry experience, many of which they've devoted to CA products and technologies. Skilled professionals and top-ranked instructors work together to provide training that speeds the learning process and delivers measurable results.

Training Options

CA Education courses are delivered in three settings: traditional classroom, on-site at your location, and virtual. Whether we're teaching one-on-one or addressing an entire department, we provide flexible options to get your team up to speed within your budget and on your schedule.

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Instructor Led Training

CA Learning Centers

CA Education courses are taught in state-of-the-art training centers around the globe. Our facilities feature the latest technology for optimizing learning and our regional schedules provide a great deal of flexibility to select the location and dates that best fit your teams' needs.

- *Public Courses*: Choose from a list of popular courses offered at CA Learning Centers
- *Private Courses*: Dedicated classes for often large customers at CA Learning Centers

On-Site

CA Education's on-site, instructor-led (ILT) training accelerates the learning curve and boosts productivity. Our instructors teach courses that fit within your learning objectives and present the material in one or several scheduled courses on-site at your facility. On-site courses not only save travel time, but in many cases, students can directly apply the outcome of their hands-on exercises to actual tasks for or with their CA technology implementation.

Virtual Learning

CA Virtual Learning provides the same benefits of classroom instruction at your own desk without the time and expense of travel. CA Virtual Learning options include:

- *CA Virtual Instructor Led Training (VILT)*: CA Education certified instructors host the course using state-of-the-art tools over the internet. With your web browser you view the courseware material and whiteboard exercises while listening to and engaging with your instructor as well as with your student peers.
- *CA Virtual Lab (VL)*: Sharpen your skills in a fully functional, hands-on practice environment. Labs are available as a part of a Virtual Instructor Led course or purchasable in one business week increments where applicable.

Self-Paced Training

Web-Based /On Demand

CA Education also offers a number of courses that can be completed outside of the classroom. Web Based Training courses are self-paced courses that allow students to stop and start the training at their convenience, providing the opportunity to learn and refresh knowledge while saving time and travel expense.

Below you will find a list of the available courses for the proposed solutions. Courses will cover all the information necessary to operate the proposed CA PPM solution and to safely and efficiently perform designated operational and upkeep activities. The course descriptions are also attached below.

Course Name/Course Code	Onsite/Private Cost for up to 12 Students	Duration	Type
06SYS20081: CA SYSVIEW Performance Management v14: Realtime Performance Monitoring 200	$24,600	3 Days	ILT
06SYS1009B: CA SYSVIEW Performance Manager r14.x: Training Snippets	NA	15 minutes	WBT
06DBT20410: CA Insight for DB2 r16: Core Foundations 200	NA	1 hour	WBT

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<u>**Course Overviews**</u>

Please see the following documents:

CA Sysview:

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CA SYSVIEW Performance Management v14: Realtime Performance Monitoring 200

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PRODUCT RELEASE

CA SYSVIEW Performance Management v14

COURSE TYPE, LENGTH & CODE

- Instructor-Led Training
- Three (3) days
- 06SYS20081

PREREQUISITES

- Working knowledge of MVS operating system fundamentals
- Performance management theory knowledge
- Solid understanding of Information Technology (IT) terminology
- Familiarity with IPSF application usage

WHO SHOULD ATTEND

- Data Center Managers
- System Programmers
- Operators

Course Overview

This course provides students the foundation skills needed to successfully install, configure and manage CA SYSVIEW. With a clear understanding of advanced capabilities of CA SYSVIEW, students will be prepared to configure the product to the specific needs of any business environment. Additionally, this training helps to avoid common missteps that can stall progress and negatively impact product implementation.

What You Will Learn

- Configure thresholds and alerts for CA SYSVIEW monitored components
- Navigate through product features and customize user sessions
- Exploit customized features to create user commands, line commands, and custom dashboards
- Use CA SYSVIEW commands for processor, memory and I/O tuning
- Use CA SYSVIEW commands for CICS management
- Leverage Resource Management with CA SYSVIEW WLM commands
- Use CA SYSVIEW commands TCP/IP Component
- Use CA SYSVIEW commands for IMS management
- Use MQSeries Utility Commands

For Managers

This course is designed for systems personnel responsible for installing, customizing and maintaining CA SYSVIEW operations, systems personnel will learn to leverage the functions of CA SYSVIEW, integrate with other products, and perform detailed performance analysis, conserve resources, and mitigate high-cost performance problems.

A complete understanding of this solution results in immediate productivity gains

in any business environment, enabling you to fully leverage your CA SYSVIEW investment.

Visit **www.ca.com/education** to explore the many course offerings, training options, and education solutions available to meet your skill development needs, budget, and travel requirements.

Course Agenda

Module 1 – CA SYSVIEW Introduction	Module 2 – CA SYSVIEW Customization and Exploitation Options
- Navigating through CA SYSVIEW - Accessing HELP and online documentation - Setting user display options and default options - Establishing user profiles	- Event capture feature - System Condition Monitor (SCM) - CA SYSVIEW CLISTS - QLIST function - Using INFOAREA in OVERVIEW displays - Setting up Line/user Commands - The REXX API - Using Dashboards - AUDIT commands and usage - Persistent Data Store commands and usage
Module 3 – JES2 Commands	**Module 4 – UNIX Systems Services**
- JES2 commands - JES2 resource displays	USS commands and resource displays
Module 5 – MVS CPU Commands	**Module 6 – MVS Storage Commands**
- Processor display commands - ENQUEUE and TASK display commands	- Displaying storage usage - Common storage use and VSMTRACKing - Paging subsystem displays - Memory objects and >2GB memory allocation

Visit **www.ca.com/education** to explore the many course offerings, training options, and education solutions available to meet your skill development needs, budget, and travel requirements.

Course Agenda Continued

Module 7 – MVS I/O Commands and SYSPLEX Commands	Module 8 – MVS Workload Manager (WLM) Commands
▪ I/O commands for DASD/TAPE ▪ Coupling Facility display commands ▪ SYSPLEX display commands and utilities ▪ LOGSTREAM display and utility functions	▪ Displaying and using WLM commands

Module 9 – MVS Systems Programmer Tools/Utilities	Module 10 – MVS Exception Handling
▪ Utility functions ▪ Data set displays ▪ Allocation displays ▪ Product displays ▪ Console functions ▪ Cross System commands ▪ System information and management utilities (APFLIST, LNKLST, etc.)	▪ MVS ALERTS ▪ MVS variables ▪ MVS monitor definitions ▪ MVS Threshold definitions

Module 11 – CA SYSVIEW for CICS Component	Module 12 – CA SYSVIEW for MQ Component
▪ CICS resource commands ▪ CICS utility functions ▪ CICS Threshold and alert management functions CICS & CA Application Performance Management settings	▪ MQ resource commands ▪ MQ utility functions ▪ MQ Threshold and alert management functions

Visit **www.ca.com/education** to explore the many course offerings, training options, and education solutions available to meet your skill development needs, budget, and travel requirements.
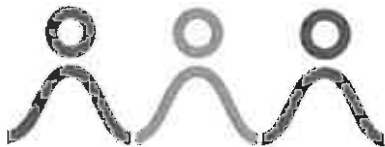
Course Agenda Continued

Module 13 – CA SYSVIEW for IMS Component	Module 14 – CA SYSVIEW for TCP/IP Component
▪ IMS resource commands ▪ IMS utility functions ▪ IMS Threshold and alert management functions	▪ TCP/IP display commands ▪ TCP/IP utility functions ▪ TCP/IP invocation of NETSTAT commands ▪ TCP/IP Threshold and alert management functions

Module 15 – CA SYSVIEW for DB2 Components
▪ Brief overview of new CA SYSVIEW commands available to monitor DB2 using CA Insight for DB2 product

Visit **www.ca.com/education** to explore the many course offerings, training options, and education solutions available to meet your skill development needs, budget, and travel requirements.

DB2 Tools:

Response to the State of WV CRFQ 0210 ISC1600000011 for DB2 and CICS Monitoring Solution

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CA Insight for DB2 r16: Core Foundations 200

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PRODUCT RELEASE

CA Insight Data Performance Monitor for DB2 for z/OS r16

COURSE DURATION & COURSE CODE

- Web-Based Training
- One (1) Hour
- Course Code: 06DBT20410

PREREQUISITES

- None

WHO SHOULD ATTEND

- Database Administrators
- Application Developers

Course Overview

CA Insight DPM is a database performance management product that monitors DB2 subsystems, DB2 applications and DB2 connections. CA Insight DPM reduces the time and effort involved in identifying and correcting DB2 performance problems.

This course is designed to help you understand and utilize the core functions of CA Insight DPM.

What You Will Learn

- How to define printing destinations through:
    - Display parameters
    - Print parameters
- Monitor use of DB2 pool storage
- Find expensive Dynamic SQL in cache
- See subsystem metrics from the recent past
- Find and cancel a problem thread
- Gather deeper diagnostic metrics
- Monitor subsystems, databases and applications

For Managers

CA Insight DPM allows your Database Administrators to identify performance problems as they occur and fix critical issues before they impact service levels.

A complete understanding of this product will help your Database Administrators and Developers to track performance trends for proactive performance management.

Course Agenda

Module 1 – CA Insight DPM Basics	Module 2 – Setting Up Profiles
• Explain CA Insight DPM's main functions • Explain the CA Insight DPM architecture • Navigate CA Insight DPM • Obtain product documentation • Pick a DB2 subsystem to monitor • Get help for CA Insight DPM or DB2 metrics	Edit your CA Insight DPM user profile by: • Defining print destinations • Allocating request libraries • Defining shortcut commands and PF keys
Module 3 – Performance Metrics for the DB2 Subsystem	**Module 4 – Application Information**
• Monitor various pool activity • Look at dynamic SQL statements in cache • Look at subsystem activity in history	• Watch active threads • Find and cancel problem threads • Find recent threads that used excessive resources
Module 5 – Gather Deeper Diagnostic Metrics	**Module 6 – Monitor Subsystems, Databases, and Applications**

Use traces and probes to:
• Trace applications
• Capture dynamic SQL
• Monitor other system and application activity
• Run auditor reports
	Use the CA Insight DPM Exception Monitor to:
	• Inactivate un-needed exceptions
	• Update Exceptions to proactively monitor DB2
	   • Subsystem metrics
	   • Database metrics
	   • Application metrics

CA Education is the only authorized training source for CA Technologies.

CA Education ensures you get training anywhere, any time and any way you need it.

To learn more about how CA Education is dedicated to providing you with flexible learning options based on your budget, travel and desired skill requirements, visit www.ca.com and select Education.

Appendix 2 – CA Technologies Agreements

As noted in our cover letter to this response, CA Technologies will work with the State to negotiate a contract that is acceptable to both parties utilizing either: (a) any appropriate contracts currently in place between the parties, or (b) the CA Technologies Foundation Agreement and appropriate Modules for Software, Software Support and Education attached to this response. Any additional terms and conditions that are considered needed or recommended will be negotiated in establishing the final documents for software licensing, support and training that address our mutual requirements.

1. **INTRODUCTION**

   1.1 This Foundation Agreement ("Foundation Agreement") between CA, Inc., located at One CA Plaza, Islandia, New York 11749, ("CA"), and Customer, located at Customer address, ("Customer"), is effective [insert date] and specifies the terms and conditions agreed between the Parties as a foundation for their relationship as further defined in the applicable Modules.

   1.2 The Foundation Agreement may incorporate any Module that is attached hereto or signed separately by the Parties.

   1.3 Modules attached to this Foundation Agreement as are as follows: [Insert Modules that are attached or delete 1.3]

2. **DEFINITION**

   2.1 "Affiliate" with respect to Customer means any legal entity in which the Customer directly or indirectly Controls.

   2.2 "Agreement" means this Foundation Agreement, the applicable Module and applicable Transaction Document, and any document incorporated expressly therein by reference.

   2.3 "CA Offering" means the individual offering (such as software, services, software as a service etc.) made available by CA as defined in the Module and/or Transaction Document.

   2.4 "Confidential Information" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, CA Offerings, Documentation, and any benchmark data and results produced.

   2.5 "Control" means ownership or control of greater than 50% of an entity's shares or control the board of such entity by force of law or contract, or the equivalent.

   2.6 "Documentation" means the documentation, technical product specifications and/or user manuals, published by CA or any entity within CA group of companies (each a CA entity) that is made generally available with CA Offerings.

   2.7 "Module" means the additional terms and conditions applicable to the CA Offering.

   2.8 "Parties" means individually and or collectively CA and or the Customer.

   2.9 "Term" means, with respect to each Transaction Document, the period during which the CA Offering is provided, licensed or granted.

   2.10 "Transaction Document" means a signed mutually agreed ordering document such as a CA order form or statement of work, or in the alternative, may be a Customer-issued purchase order, referencing a CA order form, quote/proposal, or statement of work for the specific CA offering licensed or purchased.

3. **ORDERING AND DELIVERY**

   3.1 Under the terms of this Agreement, Customer may purchase and CA shall provide the specific CA Offering in a Module signed by the Parties. This Agreement does not entitle Customer's Affiliates that is a separate legal entity in a jurisdiction different from Customer to directly purchase any CA Offering from CA, unless such Affiliate signs a participation agreement with CA to adopt and adhere to the terms for this Agreement.

   3.2 Any terms that may appear on a Customer's purchase order which purport to add to or otherwise vary from the referenced CA quote or proposal, that vary from the Agreement (including, without limitation, pre-printed terms) shall not apply and shall be deemed null and void unless explicitly required by law.

   3.3 The CA Offering will be delivered either by electronic delivery (ESD) or in tangible media carriage paid to (CPT), as defined in INCOTERMS 2010, from CA's shipping point as indicated in the Transaction Document. CA agrees to be responsible for all customs duties and clearances and title to any CA hardware if included will pass upon point of delivery to carrier at CA's shipping location.

   3.4 In the event of a payment or set off issue relating to one CA Offering, such payment issue shall not impact any other obligation to pay for any CA Offering provided to Customer.

4. **CONFIDENTIAL INFORMATION**

4.1 The Parties agree that when receiving Confidential Information from the disclosing Party, that the receiving Party shall hold it in confidence and shall not disclose or use such information except as permitted under the Agreement. The receiving Party shall treat the disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care, and the receiving Party shall use Confidential Information only for the purposes described in the Agreement. Confidential Information may be disclosed to receiving Party's employees, agents, financial advisors, contractors and attorneys on a need-to know basis and the receiving Party shall ensure that such persons maintain such Confidential Information pursuant to the terms of the Agreement.

4.2 The receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.

4.3 For the purposes of the Agreement, Confidential Information shall exclude: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.

4.4 Nothing in the Agreement will (i) preclude CA from using the ideas, concepts and know-how which are developed in the course of providing any CA Offerings to Customer or (ii) be deemed to limit CA's rights to provide similar CA Offerings to other customers. Customer agrees that CA may use any feedback provided by Customer related to any CA Offering for any CA business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.

4.5 The receiving Party agrees, upon request of the disclosing party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.

4.6 In the event of a breach of this section, the disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance or any other form of equitable relief deemed appropriate by a court of competent jurisdiction. For CA software (including code) and Documentation, and Customer's and/or CA's Confidential Information expressly designated in writing as perpetually confidential, the obligations of this section are perpetual and shall survive termination. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

5. **FEES**

5.1 Unless an alternative date of payment is set out on the Transaction Document, all payments shall be made without deduction or set off and are due thirty (30) days from receipt of CA's invoice, which shall be deemed received no more than three (3) days from the invoice date as issued by CA.

5.2 In the event a payment due date falls on a weekend or a holiday the payment shall be payable by Customer to CA on the business day immediately prior to such date. CA may charge interest as allowed by law unless Customer has a bona fide dispute supported by written explanation.

6. **TITLE**

6.1 CA retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all CA Offerings and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

7. **WARRANTY**

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

7.2 CA represents and warrants that it owns or otherwise has sufficient rights to grant Customer the rights defined in any Transaction Document during the Term.

8. **INDEMNIFICATION**

8.1 CA will indemnify, defend and/or, at its option, settle any third party claims that Customer's use of the specific CA Offering licensed or purchased by Customer under this Agreement infringes any valid US patent or copyright within the jurisdictions where Customer

is authorized to use the CA Offering at the time of delivery. CA may, at its option and expense: (i) procure for Customer the right to continue to use the CA Offering; (ii) repair, modify or replace the CA Offering so that it is no longer infringing; or (iii) provide a pro-rated refund of the fees paid for the CA Offering which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that CA is notified of the third Party claim. If the CA Offering is CA software, and is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.

8.2   CA shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the CA Offering except a modification by CA, (ii) if the CA Offering is not being used in accordance with CA's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a CA published update or patch, (iv) if the alleged infringement is a result of use of the CA Offerings in combination with any third Party product, or (v) if the applicable fees due for the specific Transaction Document have not been paid. The indemnifications contained herein shall not apply and CA shall have no liability in relation to any CA Offering produced by CA at the specific direction of Customer. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CA REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

8.3   The above indemnities are contingent upon: (i) Customer providing prompt notice of any claim of infringement and assistance in the defense thereof, (ii) CA's right to control the defense or settlement of any such claim, provided that the settlement does not require a payment or admission of liability on the part of Customer, and (iii) Customer not taking any actions or failing to take actions that hinder the defense or settlement process as reasonably directed by CA.

9.   LIMITATION OF LIABILITY

EXCEPT IN THE CASE OF A BREACH OF TITLE, INFRINGEMENT OF CA'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIALITY, AND OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY (INCLUDING ANY OF CA'S   SUPPLIERS) SHALL BE LIABLE FOR A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF DATA BY USE OF ANY CA OFFERING, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT WILL A PARTY'S LIABILITY EXCEED THE FEES PAID AND OR OWED FOR THE THEN-CURRENT INITIAL OR RENEWAL TERM FOR WHICH THE CUSTOMER HAS PROCURED THE CA OFFERING OR AS FURTHER DEFINED IN THE MODULE. FURTHERMORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CA SHALL NOT INCUR ANY LIABILITY FOR DEATH OR BODILY INJURY TO ANY THIRD PARTY UNLESS THE SAME ARISES FROM THE INTENTIONAL OR GROSSLY NEGLIGENT ACT(S) OF CA.

10.   TERM & TERMINATION

10.1 This Foundation Agreement shall continue in effect unless otherwise terminated in accordance with this section.

10.2 In the event Customer elects to terminate a Transaction Document for convenience prior to the expiration of the then current term, and such transaction document includes licenses for CA software, Customer shall also, within a reasonable period of time, delete all copies of such software from its systems, including copies stored for archival or storage purpose and either destroy or return them to CA. The foregoing shall not apply, however, where such licenses were perpetual and Customer, at the time of such termination, has paid all associated perpetual license fees.

10.3 CA and Customer recognize that Customer's obligation on orders or renewals placed against this Foundation Agreement, beyond the first year after execution, are contingent upon the availability of appropriated funding. Should such appropriated funding not become available, Customer may terminate such order or renewal (in whole or in part) for convenience on that basis.

10.4 Where Customer elects to terminate under this section (for lack of fiscal funding or otherwise), Customer agrees to provide written confirmation of such election in a timely manner.

10.5 Termination of this Foundation Agreement will not result in termination of any Transaction Document and such terms shall survive until such time the Transaction Document expires or is otherwise terminated.

10.6 Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Foundation Agreement or the Agreement. Upon termination for any reason, Customer shall pay CA any committed fees and expenses under the applicable Transaction Document whether due before or after the date of termination which shall become immediately due and payable to CA on such termination. All fees are non-cancellable and non-refundable unless a pro rated refund applies as provided in the applicable Module.

11.   DISPUTE RESOLUTION

11.1 Prior to the initiation of formal dispute resolution procedures to resolve any material disagreement, the Parties shall first meet as often, and for such duration and as promptly as the Parties reasonably deem necessary to discuss such disagreement and negotiate in good faith in an effort to resolve it. If Customer and CA are unable to resolve the disagreement within thirty (30) days after it has been referred to them, then each Party will appoint one (1) senior executive who is not involved on a day-to-day basis with the subject matter of the Agreement and will negotiate the matter in good faith in an effort to resolve the disagreement without the necessity of any formal proceedings.

11.2 Formal proceedings for the resolution of a Dispute may not be commenced until the earlier of: (i) the good faith determination by the appointed senior executives that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the appointed senior executives. The provisions of paragraphs (i) and (ii) will not be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue equitable rights or injunctive remedies deemed reasonable necessary to protect its interests.

12. GENERAL TERMS

12.1 **Amendments.** The terms of the Agreement may only be amended by mutual written agreement of the Parties.

12.2 **Force Majeure.** Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

12.3 **Order of Precedence.** Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) the relevant Module; (3) this Foundation Agreement. Notwithstanding this Order of Precedence, a Customer issued purchase order shall not modify the terms of the documents indicated herein.

12.4 **Customer Data.** If Customer transfers any personal data to CA as a requirement pursuant to any CA Offering, then Customer represents that (i) it is duly authorized to provide personal data to CA and it does so lawfully in compliance with relevant legislation, (ii) CA and any entity within the CA group of companies (each a "CA entity") or its subcontractors can process such data for the purposes of performing its obligations and (iii) CA may disclose such data to any CA entity and its subcontractors for this purpose and may transfer such data to countries outside of the country of origin. CA, Inc. is Safe Harbour certified and the CA Entities have committed to comply with relevant data protection/privacy legislation.

12.5 **Import/Export.** Customer agrees that CA Offerings, Documentation, and or Confidential Information is subject to export controls of the United States of America and import controls of any other country in which such information may be used. Customer agrees to export, re-export or import such information only in compliance with such laws and controls.

12.6 **Announcements.** Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.

12.7 **Counterparts.** This Foundation Agreement, any Module and any Transaction Document as applicable may be signed in any number of counterparts and each part shall be considered part of the whole and valid, legally binding document.

12.8 **Notice.** All notices hereunder shall be delivered to the other Party identified in the Agreement either personally, via certified mail, facsimile or overnight courier. If delivered personally, notice shall be deemed effective when delivered; if delivered via facsimile, notice shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

12.9 **Headings.** The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.

12.10 **Validity.** In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

12.11 **Third Parties.** This Agreement shall not create any rights in favor of, or any obligations owed by, any third Party unless otherwise expressly defined in any Module. The Parties agree that any action arising from this Agreement shall solely be brought by Customer or CA.

12.12 **Choice of Law.** To the extent that federal law is not dispositive of a dispute hereunder, the laws of the State of New York (excluding its conflict of laws provisions) shall govern the construction and enforceability of the Agreement.

12.13 Survival. Sections pertaining to Confidentiality, Title, Limitation of Liability, Termination and Import/Export shall survive termination of this Foundation Agreement.

12.14 Entire Agreement. The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.

12.15 Signature. The Parties have caused this Foundation Agreement to be executed by their duly authorized representatives as identified below.

Customer   **CA, Inc.**

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date _____   Date: _____

1.   **INTRODUCTION**

    1.1.   This Module for CA Software ("Software Module") between CA, Inc., located at One CA Plaza, Islandia, New York 11749, Tel: 800 225 5224 ("CA"), and Customer, located at Address, ("Customer"), effective 5/31/2010 specifies terms and conditions which apply to CA Software that CA will license to Customer and the Support that applies.

    1.2.   This Software Module incorporates by reference the terms of the Foundation Agreement effective Insert Effective Date between CA and Customer. Any capitalized terms used in this Software Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2.   **DEFINITION**

    2.1   "Access" means use of CA Software remotely by an Authorized End User.

    2.2   "Authorized End Users" means Customer, as well as its employees and support contractors (but excluding any facilities management provider or application service provider) that are bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Customer and not any other party.

    2.3   "Authorized Use Limitation" means the quantity of the CA Software licensed in accordance with the License Metric specified on the Transaction Document.

    2.4   "CA Software" means the computer software programs, either provided individually or packaged as a software appliance, made generally available and licensed to a Customer under this Module pursuant to the applicable Transaction Document including all Versions, Releases, provided as part of Support if applicable.

    2.5   "Distributed" means the CA Software designated as distributed that is generally used for indepedent usage across individuals systems or hardware based on the Licensed Metric in a decentralized form of computing.

    2.6   "License Metric" means the specific criteria for measuring the usage of the CA Software (such as MIPS, CPUs, tiers, servers, or users).

    2.7   "Mainframe" means CA Software designated as mainframe that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the Licnesed Metric in a centralized form of computing.

    2.8   "Maintenance" means the provision of new Releases made available while on active Support or new Versions if applicable to the generally available CA Software licensed by Customer.

    2.9   "Perpetual License" means a license to use CA Software for an indefinite period subject to compliance with the Agreement.

    2.10   "Release" means a general available release of a CA software product, which may contain minor new software product functionality, code, or compatibility and incorporates all previous 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 typically designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.

    2.11   "Subscription" or "UMF" (Usage and Maintenance Fee) license means a license to use CA Software for a specific period of time which shall include Support unless otherwise stated in a Transaction Document.

    2.12   "Support" means the provision of technical support and Maintenance provided for a particular CA Software as further defined on the Transaction Document.

    2.13   "Territory" is the location indicated on the Transaction Document where Customer is authorized to install the CA Software.

    2.14   "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.

3.   **SOFTWARE OFFERING & OBLIGATIONS**

    3.1   CA grants the Customer a limited, non-exclusive, non-transferable license, for the Term:

3.1.1 install and deploy the CA Software in the Territory up to the Authorised Use Limitation.

3.1.2 permit its Authorized End Users Access to the CA Software for Customer's and Affiliates' internal business wherever located. Customer hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Customer.

3.1.3 make a reasonable number of copies of the CA Software for disaster recovery "cold standby", backup and archival purposes. Use of such copies is limited to testing Customer's disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Customer cannot operate the CA Software.

3.1.4 relocate CA Software to a new Customer location within the Territory upon prior written notice.

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

3.3 Upon request by CA, Customer agrees to provide records reasonably requested by CA to verify its compliance with the Authorized Use Limitation defined in the Transaction Document during the period in which Customer is licensed to use the Software and for a period of twelve (12) months after expiration including certified copies of statements or records as applicable. Such reports will be based on the License Metric indicated on the Transaction Document.

3.4 The grant of license is contingent upon Customer's compliance with the following obligations set out under this provision: Customer agrees, that it shall not: (i) access or use any portion of the CA Software not expressly authorized in the Transaction Document or the Documentation of the CA Software; (ii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the CA Software; (iii) modify, unbundle, or create derivative works of the CA Software and/or Documentation; (iv) rent, sell, lease, assign, transfer or sublicense the CA Software or use the CA Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (v) remove any proprietary notices, labels, or marks on or in any copy of the CA Software or Documentation; (vi) use the CA Software beyond the Authorized Use Limitation.

3.5 CA reserves the right, on notice to the Customer, to conduct an audit remotely or onsite of Customer and/or its Affiliates facilities to verify Customer's compliance with the terms of the Agreement. CA agrees that such audit shall be conducted during regular business hours at Customer's offices and CA shall endeavor to conduct such audit so as not to interfere unreasonably with Customer's activities and/or use an independent third party to conduct the audit subject to terms of non-disclosure if required.

3.6 All rights not specifically granted hereunder are expressly reserved.

4. SUPPORT OFFERING

4.1 If Support is purchased as defined in the Transaction Document, CA will provide Customer with technical support for the CA Software to operate according to the Documentation, help desk support and Maintenance for the CA Software based on Support guidelines as described on http://www.support.ca.com.

4.2 In order to initiate an issue, Customer will provide CA sufficient information so that CA can provide assistance to Customer in a timely manner.

4.3 CA will provide a minimum of twelve months prior written notice to Customer if CA ceases to provide new Versions or Releases for a CA Software product.

4.4 If renewal fee of Support is defined on the Transaction Document then CA may automatically invoice Customer for such renewal of Support unless CA receives not less than thirty (30) days written notice from Customer prior to the anniversary of the applicable Term that such Support is not required.

4.5 If selected in the Transaction Document, Customer may purchase a higher tier of Support (Plus or Premier) as further defined at http://www.support.ca.com for additional fees for each CA Software product.

5. FEES

If indicated on the Transaction Document, Customer may pay intial payments through same day fed wire to ensure payments are made on the due date defined on the Transaction Document when entering a new Term. For other payments required by Customer, CA will send Customer an invoice containing the applicable remit to address or updated wire transfer information at least thirty (30) days prior to each respective due date. The following wire transfer routing information applies: Wachovia Bank, NA, 1 South Broad Street, Mail Code PA 1227 Philadelphia PA 19107, ABA# 0312-0146-7, Account Name: CA, Inc. Account#: 200028313816.

6. THIRD PARTY TERMS

In the event that the CA Software contains third-party software components, additional terms, notices and/or information that may be applicable to such third-party software components may be found in the Documentation accompanying the CA Software (e.g., a user manual, user guide, or readme.txt or notice.txt file), and/or at https://support.ca.com/prodinfo/tpterms.

7. PERFORMANCE WARRANTY

7.1 For Distributed Software. CA warrants that the CA Software as defined in the Transaction Document will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the CA Software subject to Customer's compliance with the Agreement.

7.2 For Mainframe Software. CA warrants that the Mainframe Software will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term of the Transaction Document, subject to Customer's compliance with the Agreement.

8. PERFORMANCE WARRANTY REMEDY

8.1 If CA has breached either warranty set forth in the section entitled: Performance Warranty, Customer's remedy is for CA to, in consultation with Customer, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the CA Software(s) with one that materially complies with the Documentation, or (iii) terminate the license and provide a pro-rata refund of the license fees paid and or Support fees. If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Transaction Document or if the CA Software is licensed under a Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years.

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

8.3 **THE ABOVE WARRANTIES ARE THE SOLE WARRANTIES PROVIDED BY CA. NO OTHER WARRANTIES, INCLUDING THAT THE CA SOFTWARE IS ERROR FREE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA OR ITS SUPPLIERS.**

9. GENERAL TERMS

9.1 Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) the Software Module; (3) the Foundation Agreement. Notwithstanding this Order of Precedence, a Customer issued purchase order shall not modify the terms of the documents indicated herein.

CUSTOMER   **CA, Inc.**

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date _____   Date: _____

2. INTRODUCTION

2.1. This Module for Education ("Education Module") between CA, Inc., located at One CA Plaza, Islandia, New York 11749, Tel: 800 225 5224 ("CA"), and Customer, located at Customer Address, ("Customer"), effective Date specifies terms and conditions which apply to Education that CA will provide to Customer.

2.2. This Education Module incorporates by reference the terms of the Foundation Agreement effective Insert Effective Date between CA and Customer. Any capitalized terms used in this Education Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

3. DEFINITIONS

3.1. "Attendees" mean the participants authorized by Customer to attend or participate in the Education offerings as indicated in the Transaction Document.

3.2. "Course Materials" means any Education content provided to Customer in any media form pursuant to a Transaction Document, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by CA or a CA subcontractor.

3.3. "Education" means any standard or customized education offerings, training or instruction, or related services, provided by CA or a CA subcontractor in any format or location, including without limitation, (i) instructor led training, including at CA or Customer site(s), (ii) virtual training, including online classes, courses, or course catalogues and/or (iii) class room training or testing, at a CA or third party training facility.

3.4. "Education Funds" means a pool of funds prepaid by Customer which may be applied to purchase Education.

3.5. "PIN" means a unique number generated by CA and assigned to the Customer as described in this Education Module.

4. EDUCATION OFFERING

4.1. CA shall provide the Education as agreed in a Transaction Document. The Transaction Document will specify the type of Education offering being purchased, including at a minimum, the courses or classes ordered, the quantity of Attendees, and the manner and/or location of delivery of such Education services, as applicable.

4.2. CA may require the registration or pre-registration of Attendees in order to attend or access the applicable Education. Customer acknowledges that CA reserves the right to refuse entry or access to any individual that cannot authenticate their registration or authorization for such Education. Any customized educational courses will be based on the rates and expenses of the instructor providing the course or such fees as stated in the Transaction Document, as applicable.

5. FEES AND CANCELLATION

5.1. The Customer will pay to CA the fees, expenses and other charges as defined in the Transaction Document and acknowledges that such fees are due and payable upon execution of such Transaction Document. Any customized educational courses will be based on the rates and expenses of the instructor providing the course or such fees as stated in the Transaction Document, as applicable.

5.2. Customer may use Education Funds in one or more transactions. Customer acknowledges and agrees that it must use Education Funds within one (1) year from the effective date of the Transaction Document purchasing such funds. Any portion of Education Funds unused following such period shall expire and not be subject to any refund or credit.

5.3. If CA cancels a class due to unforeseen circumstances, or low enrolment, CA will provide as much advance notice as possible but no less than ten (10) business days prior to the class in which case Customer may receive credit or reschedule the class to an alternative time.

5.4. If Customer elects to use the CA Education web access point to allow its Attendees to select and apply Education Funds, CA will supply Customer with a PIN associated with the Transaction Document. The PIN shall be used to help manage the expenditure of the Education Funds and Customer will be responsible for (a) maintaining the confidentiality and proper use of that PIN by its Attendees designated to use such PIN and (b) advising CA of such designated Attendees.

5.5. Cancellation in writing by Customer must be provided at least ten (10) business days prior to the class. If such notice is not given CA may charge up to 100% of the fees for the class. If fees are pre-paid, no refund will be provided.

5.6. Neither party shall be liable for any travel related fees or expenses incurred by the other party in relation to Education which such party has properly cancelled in compliance with this section.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. CA grants to Customer, a non-exclusive, non-transferable license to use the Course Materials for the internal use of the Customer, but limited to the specific Attendees and subject to terms of the Agreement. Customer shall be responsible for all use of the Education and Course Materials by its Attendees.

7. WARRANTY

7.1. If CA provides an instructor, the delivery of the Course Offering shall be provided in a professional, workman-like manner.

7.2. EXCEPT AS SET FORTH IN THIS SECTION, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA.

8. WARRANTY REMEDY

8.1. In the event of a breach of the Warranty section, Customer's remedy shall be, at CA's discretion and in consultation with Customer, to re-perform the Education at no additional charge to Customer or to refund the applicable fees paid which relate to the specific Education, Course or Course Material. These remedies are contingent upon the alleged breach not resulting from Customer's failure to abide by its obligations as defined in the Transaction Document or to conform to the Course Materials.

8.2. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) the Education Module; (3) the Foundation Agreement.

9. GENERAL TERMS

9.1. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) the Education Module; (3) the Foundation Agreement. Notwithstanding this Order of Precedence, a Customer issued purchase order shall not modify the terms of the documents indicated herein.

9.2. The Parties have caused this Education Module to be executed by their duly authorized representatives as identified below.

Customer   **CA, Inc.**

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date _____   Date: _____