State of Oklahoma
Office of Management and Enterprise Services

Notice of Statewide Contract Award

Contract Title: CA, Inc

Statewide Contract #: ITSW1009

Contract Issuance Date: 03/30/2013

Total Number of Vendors: 1 *(For details see: Vendor Information Sheet)*

Contract Period: 03/30/2013 thru 03/29/2014

Agreement Period: 03/30/2013 thru 03/29/2018

Authorized Users: State Agencies, schools, higher education and other government entities. State agencies, prior to issuing any orders against this contract, agency data personnel shall ensure they have documented their Technology Plans to reflect a competitive process and followed the appropriate OMES DPS Planning Approval as mandated by State Statues. This documentation shall be readily available to the State CIO or designee for audit and review.

Contract Priority: Non-Mandatory

Type of Contract: Software, Maintenance, Support, & Professional Services

OMES-ISD Procurement Contact: Hurtisine Franklin Phone: 1 - 405 - 521-6419
Title: Procurement Specialist Email: Hurtisine.Franklin@omes.ok.gov

State of Oklahoma
Office of Management and Enterprise Services
Information Services Division

Awarded Vendor Information

Vendor Name: CA, Inc.

Vendor ID#: 0000068250

Vendor Address: One CA Plaza

City: Islandia,
State: NY

Zip Code: 11749

Primary Contact: Donna Wultich
Title: Account Manager
Email: donna.wultich@ca.com

Phone #: 1- 800- 637-5858
Phone #: 1- 703 - 622 - 1669

Secondary Contact: David Harlan
Title: Business Manager
Email: David.harlan@ca.com

Phone #: 1- 214 - 473 - 1629

Website: http://www.ca.com/licenseagreement
http://www.support.ca.com

Authorized Location: ☐ Public Sector Offices

☐
Address:2291
Wood Oak
Drive

City: Herndon State: VA Zip Code: 20171-2823

Contract ID #: ITSW1009

Delivery:

Minimum Order: N/A

P/Card Accepted: ☐ Yes ☐ No

Other:

CA INC (Computer Associates
PRODUCT INFORMATION/ VENDOR INFORMATION

Statewide contract ID ITSW #1009

Vendor ID: 000068250
PeopleSoft Contract ID: 3373

Supplier Name: CA, Inc.

Category Codes	Description
******Pricing for CA products listed below for a period through 3-29-2014***	
43232304	CA-Database Management Software
81112205	CA-Database Maintenance/Support
43231512	CA- Software Licenses
81112201	CA- Software Maintenance/Support
80101507	CA-Training/Education
80101508	CA-Professional Services/Business

******Wily, Nimsoft and LISA products at 10% off MSRP for a quantity of one license for a period through 3-29-2014.***

55111500	CA- Nimsoft- License/Subscription
55111500	CA-Wily Products- License/Subscription
43231512	CA-LISA Products –Software Licenses

******Software product discount listed above does not cover maintenance renewals for existing software. Renewals of these products will be calculated based on prior contract pricing***

INDEX

Notice of Contract Award i

Product Information/ Vendor Information ii

PeopleSoft Contract

Attachment "A" to the CA, Inc License and Service Agreement

CA Inc. Master Agreement

CA Inc. Technical Support Policy

State of Oklahoma Pricing
CA Inc. Wily, Nimsoft & LISA Products

State of Oklahoma Pricing
CA Inc. Products

CA Inc. Order Form

CONTRACT

State of Oklahoma

Dispatch via Print

Contract ID			Page
0000000000000000000003373			1 of 1
Contract Dates	**Currency**	**Rate Type**	**Rate Date**
03/30/2013 to 03/29/2014	USD	CRRNT	PO Date
Description:		**Contract Maximum**	
SFTWR, LICENSES, SERVICES		0.00	

TYPE: STATEWIDE

Vendor ID 0000068250
CA INC
5465 LEGACY DR
PLANO TX 75024-3106

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Cat CD / Item ID / Item Desc			Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	43232304 / CA-Database Management Software			0.00	0.00	0.00	0.00
2	81112205 / CA-Database Maintenance/Support			0.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	EA		0001		
3	43231512 / CA- Software Licenses			0.00	0.00	0.00	0.00
4	81112201 / CA- Software Maintenance/Support			0.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	EA		0003		
5	80101507 / CA-Training/Education			0.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	EA		0001		
6	80101508 / CA-Professional Services/Business			0.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	EA		0003		
7	55111500 / CA- Nimsoft- License/Subscription			0.00	0.00	0.00	0.00
8	55111500 / CA-Wily Products- License/Subscription			0.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	EA		0001		
9	43231512 / CA-LISA Products ¿Software Licenses			0.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	EA		0003		

COMMENTS:

03/22/3013- Initial Contract Period one (1) year with the option to renew for four (4) additional one (1) year periods at the same terms and conditions.

Contract Period: 03/30/2013 through 03/29/2014
Agreement Period: 03/30/2013 through 03/29/2018

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

MCAS

ATTACHMENT "A" TO THE CA, INC LICENSE AND SERVICE AGREEMENT

GENERAL TERMS AND REQUIREMENTS AGREEMENT

BETWEEN

THE STATE OF OKLAHOMA

AND

CA, INC.

TABLE OF CONTENTS

PREFACE & PARTY ACKNOWLEDGEMENT 3

A. GENERAL PROVISIONS 3

A.1. Glossary of Terms 3
A.2. Parent/Child Relationship 4
A.3. Contract Documents 4
A 4. Contract Modification 4
A.5. Audit and Records 4
A.6. Delivery and Acceptance 5
A.7. Choice of Law 5
A.8. Choice of Venue 5
A.9. Termination for Cause 5
A.10. Termination for Convenience 5
A.11. Compliance with Applicable Laws 6
A.12. Mutual Responsibilities 6
A.13. Sub-Contractors 6
A.14. Confidentiality 7
A.15. Unauthorized Obligations 8
A.16. Software Ownership 8
A.17. Electronic and Information Technology Accessibility 8
A.18. Contract Usage Reporting Requirements 9
A.19. Invoices and Payment 9
A.20. Patents and Copyrights 9
A.21. Equal Opportunity and Discrimination 10
A.22. Lobbying 10
A.23. Drug-Free Workplace 10
A.24. Environmental Protection 10
A.25. Assignment 10
A.26. Travel 10
A.27. Severability 11
A.28. Employment Relationship 11
A.29. Failure to Enforce 11
A.30. Insurance 11
A.31. Notices 11
A.32. Debarment, suspension, and Other Responsibility Matters 12
A.33. Legal Representatives 12
A.34. Limitation of Liability 12
A.35. Extent and Disclaimer of Warranties 12
A.36. Charges 13
A.37. CA Resellers 13
A.38. Conflict of Interest 13
A.39. Information Security 13
A.40. Specific Terms for Systems 14
A.41. Dispute Resolution 14
A.42. Additional Terms 14
A.43. Contract Term, Renewal and Extension 14

PREFACE & PARTY ACKNOWLEDGEMENT

This General Terms and Requirements Agreement (the "General Terms and Requirements Agreement") and the documents referenced herein, including without limitation the CA Master Agreement, (collectively, the "Agreement"), will govern all State of Oklahoma ("State") acquisitions of CA, Inc. ("CA") Licensed Programs, Maintenance and Support and Education /Training and Professional Services for which a State purchase order is issued, as set forth in the Agreement between the State of Oklahoma and CA, Inc. (collectively, the "parties").

A. GENERAL PROVISIONS

A.1. Glossary of Terms

A.1.1. **Chief Information Officer** –The State official who has authority over all information technology and telecommunications equipment, software, products and related peripherals and services used by state agencies, including but not limited to, the authority to make all information technology and telecommunications acquisitions on behalf of state agencies.

A.1.2. **Contractor** – As used herein is CA.

A.1.3. **Supplier** – means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.1.4. **Customer or Customer Enterprise**----all State of Oklahoma agencies, commissions, authorities, boards, all State Higher Education, and any agency or commission created or funded through the State of Oklahoma legislative process.

A.1.5. **Designated Machine** – either i) the machine on which Customer will use a Licensed Program for processing and which CA requires Customer to identify to CA by type/model and serial number, or ii) any machine on which Customer uses the ICA Program if CA does not require Customer to provide this identification.

A.1.6. **Office of Management and Enterprise Services** –May make and enter contracts for acquisitions of information technology and telecommunications for state agencies as directed and authorized by the Chief Information Officer.

A.1.7. **Enterprise** – as applied to CA means any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. The term "Enterprise" applies only to the portion of the Enterprise located in the United States.

A.1.8. **MIPS Program** –when used in a Transaction Document shall mean the aggregate computing power (expressed in millions of instructions per second and rounded to the next even multiple of 10) of all computers located at the Customer Sites(s), or which can remotely access such computers, irrespective of the platform designation of the hardware or operating systems, provided that such remote computer is capable of accessing, using, executing or benefiting from the Licensed Programs.

A.1.9. **Maintenance and Support** – means technical support, product updates, improvements and enhancements to CA Licensed Programs provided by CA subject to the CA Support Policies and Terms on http://support.ca.com and appended hereto as Attachment "B"

A.1.10. **Non-CA Program** – a Program licensed under a separate third party license agreement.

A.1.11. **Licensed Program** (also know herein as "product," and/or "software," which for this Agreement is interchangeable with Licensed Program)- is the following, including optional features and related materials in whole or partial copies:

a) program code in object form only, which means a version of the Software in executable format;

b) appliances and devices as part of the Licensed Program;

c) documentation and training materials; and

d) enhancements embodying or related to the Licensed Program and any subsequent versions or releases; and related licensed materials.

A.1.12 **Specifications** – information specific to a Product.

A.1.13 **Specified Operating Environment** - is the machines and programs with which a Program is designed to operate, as described in the Program's Specifications.

A.1.14 **State** – is the State of Oklahoma.

A.1.15 **Professional Services and Education /Training**–Software, Licenses, Maintenance, Support this agreement does not provide for development of any other products, services or education that is not sold under this agreement.

a) Professional Services" means the professional services provided by CA or its designated subcontractors to the Customer as set out in the relevant SOW.

b) SOW" or "Statement of Work" means a description of Professional Services to be provided

c) "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.

A.2. Parent /Child Relationship

State of Oklahoma House Bill 1304 has established OMES/ISD as the single entity for all State Agencies IT assets and holdings. Therefore a parent/child relationship has been created with OMES/ISD through the CIO (the parent) having ownership of all Information Technology state owned hardware and software and giving permission for state agencies (the child) to use hardware and software licensing as required by any and all state agencies while retaining ownership and the rights to reassign the hardware or software license to other state agencies with, if required, only written notification to vendor of such reassignment.

A.3. Contract Documents

A.3.1. Contract Documents under which the Licensed Programs, Maintenance and Support , Education/ Training and Professional Services will consist of the following documents in order of precedence: An accepted Purchase Order incorporating CA's Order Form referencing this Agreement, authorized Contract Modifications, this General Terms and Requirements Agreement and required forms, including the Certification for Competitive Bid and /or Contract (Non-Collusion Certification) OMES/ISD Form 004, CA's Master Agreement and to the extent they are not conflicting or inconsistent with the terms of the General Terms and Requirements Agreement, contained in "Attachment A" and additional contract documents attached to an Order, such as supplements, schedules, statement of work (SOW), invoices or exhibits, and Specific Program Documentation ("SPD") located on www.ca.com/licenseagreement. The State accepts CA's contract documents and attachments which are in compliance with the provisions of the Agreement and applicable law by issuing a purchase order for the transaction.

A.3.2 Primacy of Agreement

CA, Inc. General Terms and Requirements Agreement

The terms of the General Terms and Requirements Agreement "Attachment A" shall be given full effect. To the extent of any conflict between the provisions of the General Terms and Requirements Agreement and the CA Master Agreement, the terms of this General Terms and Requirements Agreement shall apply and take precedence over any conflicting or inconsistent terms contained in the CA Master Agreement.

CA Master Agreement.
Subject to the provisions of this General Terms and Requirements Agreement, "Attachment A" Licensee agrees to terms of the CA Master Agreement.

A.4. Contract Modification

A.4.1 The Agreement is issued under the authority delegated to the State CIO Director and must be signed by the State CIO Director. The Agreement may be modified only through a written Contract Modification, signed by the State CIO Director and the authorized representative from CA.

A.4.2 Any change to the Agreement, including without limitation the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the State CIO Director in writing, or made unilaterally by the Supplier, shall be void and without effect. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written modifications, shall be void and without effect, and the Contractor shall not be entitled to any claim under the Agreement based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Agreement.

A.4.3. Further, the parties agree that if a Customer requires any additional provisions relating to the scope of work for any particular CA acquisition made under the Agreement, these scope of work provisions will be negotiated with CA and included in the State purchase order issued to CA before the acquisition may be authorized for payment. Such additional scope of work terms include but are not limited to items such as designation of required products or services offered hereunder, quantity, delivery method and time frames, installation, and other items necessary for completion of the acquisition which are not otherwise provided in the Agreement. The parties additionally agree that any such scope of work terms added to the Agreement shall not alter or amend the provisions contained in the Agreement, including without limitation, invoicing, approval, payment, taxes, and delivery terms, without the express written consent of the State CIO Director and an authorized CA representative.

A.5 Audit and Records

A.5.1. As used in this clause, "records" includes books, documents, and other data, regardless of type or form. In accepting any Contract with the State, CA agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract and relevant to the scope of the audit. Upon request, such audit will be conducted under the confidentiality terms in Section A.13 of this Agreement to the extent permitted by law.

A.5.2. CA is required to retain official records (such as the Contract Documents and Materials) relative to a Contract for the duration of the Contract and for a period of seven years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the seven year retention period, whichever is later.

A.5.3. To the extent permitted by Oklahoma law, CA may request that as relates to an "unannounced audit" that there is a bona fide reason for such an audit; specifically that the State believes CA is or may not be in compliance under this Contract. At the time of any audit of the State, CA may request that the State and CA sign a Non-Disclosure Agreement to cover disclosure of any proprietary or confidential information, which shall be subject to applicable State law, including the Oklahoma Open Records Act. Subject to applicable law, such requests will not be unreasonably denied. Notwithstanding the foregoing, CA requests that any audit be related to only processes that relate to the State's data and the State's use of the products and services supplied under this Contract and that it be reasonably limited in duration to eight (8) hours, or longer if required according to the scope of the audit and subject to applicable law.

A.6. Delivery and Acceptance

The CA Software that is delivered by electronic delivery ("ESD") shall be considered F.O.B. Shipment (from CA's shipping point). Unless otherwise specified in the Contract, all deliveries of tangible media shall be F.O.B. Destination. CA shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted shall include all such charges. All products to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination upon delivery. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State, by signing the Bill of Lading, at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of CA until accepted by the receiving agency. CA shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. CA shall exert commercially reasonable efforts to deliver products and services on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by OMES/ISD.

A.7. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma without regard to conflict of laws provisions.

A.8. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.9. Termination for Cause

A.9.1. CA may terminate this Agreement or a Contract for default or other just cause with a 30-day written notification to the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to CA. In both preceding terminations, the non-compliant party will be given a reasonable opportunity to cure the default within the 30-day notification period.

A.9.2. If a Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted, and for a mutually approved pro-rated amount for services that are in progress.

A.10. Termination for Convenience

A.10.1. The State may terminate this Agreement or a Contract, for convenience if the State CIO Director determines that termination is in the State's best interest. The State CIO Director shall terminate this Agreement or Contract by delivering to CA a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 30 days from the date the Notice of Termination for Convenience is issued by the State CIO Director.

The State may terminate a Contract immediately, without a 30-day written notice to CA, when the Contract is found to be an impediment to the function of the State and detrimental to its cause, when conditions preclude the 30-day notice, or when the State CIO Director determines that an administrative error occurred prior to Contract performance.

A.10.2. If a Contract is terminated, the State shall be liable only for products and/or services delivered, a mutually approved pro-rated amount for services in process, costs and expenses, excluding profit, incurred up through the date of Termination.

A.10.3. Termination of Maintenance and Support

For Maintenance and Support, Customer may terminate without adjustment charge, provided any of the following circumstances occur:

a) Customer permanently removes the eligible Program Product, for which the Maintenance and Support is provided, from productive use within Customer's Enterprise; or

b) the eligible location, for which the Maintenance and Support is provided, is no longer controlled by Customer (for example, because of sale or closing of the facility).

A.10.4. Withdrawal of Service or Support

CA may withdraw Maintenance and Support for an eligible Licensed Program on six months' written notice to Customer. If CA withdraws a Service for which Customer has prepaid and CA has not yet fully provided it to Customer, CA will give Customer a prorated refund (based on the total amount divided by months of contract multiplied by months remaining). CA will not withdraw a service or support if CA continues to provide that Maintenance and Support to other customers. Notwithstanding the foregoing, if Customer has contracted terms for Maintenance and Support for an eligible CA Software Product that extend beyond the End of Life date, CA shall continue to provide Maintenance and Support for such CA Software Product until expiration of such contracted term in accordance with CA's End of Life Policy as contained in the CA Support Policy and Terms, sample appended hereto as Attachment "B." Please see http://support.ca.com for most current version of terms.

A.10.5. Survival of Terms

Any terms of this Agreement that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

A.11. Compliance with Applicable Laws

The Licensed Program, Maintenance and Support supplied under a Contract shall comply with all applicable federal, state and local laws that are applicable to providers of Information Technology, and CA shall maintain all applicable licenses and permits required.

CA is not responsible for determining the requirements of laws applicable to the State's agencies on behalf of the State.

A.12. Mutual Responsibilities

The State and CA agree that under this Agreement:

a) Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party;

b) This is a non-exclusive agreement and each party is free to enter into similar agreements with others;

c) Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted;

d) The rights and licenses granted to Customer under this Agreement may be terminated if Customer fails to fulfill its applicable payment obligations after given 30 days written notice;

e) Customer is responsible for selecting the Products, support services and maintenance that meet its needs, including Customer's decision to implement any recommendation concerning Customer's business practices and operations;

f) Where approval, acceptance, consent or similar action by either party is required under this Agreement, such action will not be unreasonably delayed or withheld;

g) Neither party is responsible for failure to fulfill any non-monetary obligations due to events beyond its control; and

h) As reasonably required by CA to fulfill its obligations under this Agreement, Customer agrees to provide CA with sufficient and safe access (including remote access) to Customer's facilities, systems, information, personnel, and resources, all at no charge to CA. CA is not responsible for any delay in performing or failure to perform caused by Customer's delay in providing such access or performing other Customer responsibilities under this Agreement.

A.13. Sub-Contractors

CA may use sub-contractors in support of a Contract; however, the Contractor shall remain solely responsible for the performance of the Contract and all costs of the sub-contractor. Sub-contractors must abide by the terms of this agreement.

All payments for Licensed Program and/or Maintenance and Support shall be made directly to CA. Customer reserves the right to approve any and all sub-contractors providing professional services under the Agreement. CA will disclose subcontractors prior to the issuance of the Purchase Order. Such approval shall be timely and shall not be unreasonably withheld. Notwithstanding the foregoing, maintenance and support of CA Licensed Programs are only provided by CA or an authorized CA Reseller in accordance with A.35 herein and subject to the terms of the CA Maintenance and Support Policies on www.support.ca.comin effect at the time of execution. Subcontractors may be used only for professional services and only in accordance with an authorized Statement of Work.

If required by the Contract Documents, all sub-contractor changes, including changes of the actual employees performing professional services under a separate SOW on this contract, are subject to approval by the Customer. Under such circumstances, no payments will be made to CA for professional services under a separate SOW performed pursuant to the Agreement by unapproved employees of a sub-contractor.

A.14. Confidentiality

This provision is subject to the terms of Section A.11 of the General Terms and Requirements Agreement, which takes first order of precedence and shall apply in the event of any conflict and is subject to Oklahoma state laws. "Confidential Information" ("Information") means all Information received from the disclosing party which is privileged and confidential and may not be disclosed by the receiving party because the Information is protected from disclosure by law, including without limitation, proprietary information, trade secrets, personally identifiable information, State security data, and other types of data or information which may not be disclosed pursuant to law. By way of illustration, CA Confidential Information generally includes, but is not limited to, CA Software, Documentation, technical data and information, methodologies and related documents, training materials, product plans and roadmaps, market strategies, business models, pricing and personnel data. The parties agree that all CA information received hereunder is subject to the Oklahoma Open Records Act, title 51 O.S. §§ 24A.1—24A.29, requiring disclosure of public records and information unless an express legal privilege applies to permit nondisclosure. Further, pricing, without limitation, is subject to public disclosure. You and CA agree to: (a) reasonably maintain in confidence the disclosing party's Confidential Information; (b) not disclose the other party's Confidential Information to any third party other than the receiving party's authorized personnel who have a need to know such Confidential Information in connection with this Agreement, except as expressly permitted herein or otherwise with the disclosing party's prior written approval; and (c) not use such Confidential Information for any purpose except those permitted by this Agreement. Notwithstanding the foregoing, (a) each party may provide or permit access to the disclosing party's Confidential Information to the receiving party's attorneys, independent accountants and financial advisors for the sole purpose of enabling such attorneys, independent accountants and financial advisors to provide advice to the receiving party, and (b) CA may provide or permit access to Your Confidential Information to its contractors, resellers and distributors who have a need to know such Confidential Information to assist CA with the activities contemplated or required of it by this Agreement; provided that in each such case the third party to whom Confidential Information is being disclosed is subject to obligations of confidentiality and non-use with respect to such Confidential Information substantially similar to the obligations of confidentiality and non-use set forth in this Section 14.

The obligations set forth in this Section 14 shall not apply with respect to any portion of such Confidential Information which: (a) is publicly disclosed by the disclosing party, either before or after it becomes known to the receiving party; (b) was known to the receiving party, without any obligation to keep it confidential, prior to when it was received from the disclosing party; (c) is subsequently disclosed to the receiving party by a third party that is lawfully in possession thereof and without obligation to keep it confidential; (d) has been published by a third party or otherwise enters the public domain through no fault of the receiving party without obligation to keep the information confidential or in breach of this Agreement; or (e) has been independently developed or acquired by the receiving party. Moreover, the receiving Party shall have the right to disclose any Confidential Information provided hereunder if, in the reasonable opinion of the receiving party's legal counsel, such disclosure is necessary to comply with a court order or applicable law or regulation; provided that where reasonably possible, the receiving party shall notify the disclosing party sufficiently prior to making such disclosure so as to allow the disclosing party adequate time to take whatever action the disclosing party may deem to be appropriate to protect the confidentiality of the Confidential Information, except as otherwise required under the Oklahoma Open Records Act. For Confidential Information pertaining to CA Software and CA Intellectual Property and all State of Oklahoma Confidential Information, the obligations set forth above are indefinite. For all other Confidential Information, such obligations shall continue for two (2) years from the date of initial disclosure.

All information General

This Confidentiality Agreement does not require either of us to disclose or to receive Information.
The receipt of Information under this Confidentiality Agreement will not in any way limit the Recipient from:

1) obtaining or providing to others products or services which may be competitive with products or services of the Discloser:
2) obtaining or providing products or services to others who compete with the Discloser; or
3) assigning its employees in any way it may choose.

State Assets

Pursuant to title 62 O.S. § 34.12.C, "The Office of Management and Enterprise Services and all agencies of the executive branch shall not be required to disclose, directly or indirectly, any information of a state agency which is declared to be confidential or privileged by state or federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of state assets.

A.15. Unauthorized Obligations

At no time during the performance of this contract shall CA have the authority to obligate the State for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, CA shall submit to the State a change order prior to proceeding.

A.16. Software Ownership

It is not the intent of CA to develop or customize software for the State of Oklahoma under this contract. Notwithstanding the foregoing, if CA and the State subsequently agree that CA will develop or customize CA software, the following clause will apply. Pursuant to 62 O.S. § 34.31, if this contract involves the development of software for the use of State, CA agrees to place the source code for the software and any upgrades supplied under this contract in escrow with a third party acceptable to State and to enter into source code escrow contract, acceptable to State, which includes a provision that entitles State to receive information held in escrow upon the occurrence of any of the following:

1. a bona fide material default of the obligations by CA;
2. an assignment by CA for the benefit of its creditors;
3. a failure by CA to pay, or an admission by CA of its inability to pay, its debts as they mature;
4. the filing of a petition in bankruptcy by or against CA when such petition is not dismissed within 60 days of the filing date;
5. the appointment of a receiver, liquidator, or trustee appointed for any substantial part of CA's property;
6. the inability or unwillingness of CA to provide the Maintenance and Support in accordance with this contract; or
7. the ceasing of CA of Maintenance and Support of the software.

The fees of any third-party escrow agent subject to this section shall be borne by CA.

"Source code" as used herein shall mean the programming instruction for a computer program in its original form, created by a programmer with a text editor or a visual programming tool and saved in a file.

A.17. Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d.and OAC 580:16-7-56, electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of Management Enterprise Services.

Such standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

All representations contained in the VPAT or other comparable document provided will be relied upon by the State for accessibility compliance purposes.

Each CA Licensed Program that is identified by a CA product development team as a CA licensed program to be sold to customers subject to Title 74, Section 85.7d and OAC 580:15-6-21 is evaluated for compliance consistent with the provisions and regulations of section 508 of the federal Workforce Investment Act of 1998 (section 508). CA evaluates such licensed programs consistent with the standards of the Information Technology Industry Council ("ITIC"). CA's evaluation of each

such licensed program is recorded in the form of a Voluntary Product Accessibility Template ("VPAT"), on the standardized VPAT template developed by ITIC. The VPAT identifies how each evaluated licensed program does or does not meet the section 508 requirements, or provides functional equivalence ("Functional Equivalence"), as set forth in the section 508 regulations.

As part of the post-contract maintenance and support to be provided to its licensees under any agreement with customers subject to the Oklahoma Information Technology Accessibility Standards pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 as outlined herein, upon request, CA will provide, if available, VPAT information on a product or group of products that is licensed under the terms and conditions of this Agreement subject to the standards of the Information Technology Industry Council ("ITIC"). CA's evaluation of each such licensed program is recorded in the form of a Voluntary Product Accessibility Template ("VPAT"), on the standardized VPAT template developed by ITIC. The VPAT identifies how each evaluated licensed program does or does not meet the Section 508 requirements, or provides functional equivalence ("Functional Equivalence"), as set forth in the Oklahoma Information Technology Accessibility Standards regulations. CA does not currently publish VPATs on our website. This statement and any VPAT are for your informational purposes only and are provided on an "as is" basis.

CA will provide VPAT information on a product or group of products the State has licensed under the terms of the State of Oklahoma CA Software Agreement. Nothing contained herein shall waive any applicable right, protection, or immunity afforded by the Oklahoma Governmental Tort Claims Act, title 51, sections 151—200 of the Oklahoma Statutes, the Oklahoma State Constitution, or any other applicable law.

A.18. Contract Usage Reporting Requirements

Contractor agrees to submit a Contract Usage Report said report shall be submitted on a quarterly basis. "Contract Usage Report" shall include the following: the *Applicable State Contract Number, report amount (s), and reporting period covered and the, state agency name._ Reports shall include usage of this _ contract* by any other government entities i.e. county, city *etc. Failure to submit quarterly usage report may result in cancellation of the contract.*

a. Must be submitted electronically in Excel format
b. Reports shall be submitted quarterly regardless of quantity.

Usage Reports shall be delivered to:
State of Oklahoma Office of Management and Enterprise Services-*ISD Procurement*
3115 N. Lincoln Blvd Oklahoma City OK 73105

c. within thirty (30) - calendar days upon performance completion.
Reports may also be submitted via e-mail to purchasing@omes.ok.gov
d. Contract quarterly reporting periods shall be as prescribed:

January 01 through March 31
April 01 through June 30
July 01 through September 30
October 01 through December 31

A.19. Invoices and Payment

A.19.1. CA shall be paid upon submission of an accurate invoice(s) to the agency at the prices stipulated on the contract in accordance with 74 O.S. § 85.44B, which requires that payment be made only after products have been provided.

A.19.2. Invoices shall contain the purchase order number.

A.19.3. Failure to provide accurate invoices may result in delay of processing invoices for payment.

A.19.4. Interest on late payments made by the State is governed by 62 O.S. §§ 34.71—34.73..

A.19.5. Payment against an agency contract shall be firm fixed at the quoted price.

A.19.6. Payment of all fees hereunder shall be due within forty-five (45) days from the date of a proper invoice to issue payment to CA and in accordance with provisions for payment of State acquisitions applicable under State law.

A.19.7. If State finds that an overpayment or underpayment has been made to CA, State may adjust any subsequent payments to CA under the Contract to correct the account. A written explanation of the adjustment will be issued to CA by State.

A.20. Patents and Copyrights

If in the performance of this contract, CA uses any Product covered by a third party's patent or copyright, it is mutually

agreed and understood without exception that the CA contract prices shall include all royalties or cost charged by the third party arising from the use of such patent or copyright. If such royalties or costs are not covered in the CA contract price, CA's obligations are as outlined immediately below.

A.20.1. For purposes of this Section, the term "Product" includes Licensed Programs as defined in Section A.1.

If a third party claims that a Product Supplier provides to a a Customer infringes that party's patent or copyright, Supplier will defend the State against that claim at Supplier's expense and pay all costs, damages, expenses, judgments, awards, settlements, and attorney's fees incurred, provided that the State: (i) promptly notifies Supplier in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows Supplier to control, and cooperates with Supplier in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize CA to have control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, CA shall have no obligation to indemnify the State of Oklahoma under this Section.

If such a claim is made or appears likely to be made, the State agrees to permit CA to enable the State to continue use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If CA determines that none of these alternatives is reasonably available, the State agrees to return the Product to CA on CA's written request. CA will then give the State a refund equal to the net book value for the Product, provided the State has followed applicable accounting principles. Net book value is the original cost of the product amortized over three (3) years using the straight line method.

To the extent permitted by law, this is CA's entire obligation to the State regarding any claim of infringement. Nothing contained herein shall waive any applicable right, protection, or immunity afforded by the Oklahoma governmental Tort Claims Act, title 51, sections 151—200 of the Oklahoma Statutes, the State of Oklahoma Constitution, or any other applicable law.

A.20.2. CA has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a Product; (ii) modification of a Product by any party other than Supplier or Supplier's subcontractor, or a Program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a Product with other Products not provided or approved by Supplier as a system, or the combination, operation or use of a Product with any product, data, or apparatus that Supplier did not approve or provide; or (iv) infringement by a non-Supplier Product alone not supplied by Supplier, as opposed to its combination with Products Supplier provides to the State as a system.

A.21. Equal Opportunity and Discrimination

The Contractor is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

A.22. Lobbying

The Contractor certifies compliance with the Anti-Lobbying law, Section 1325, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

A.23. Drug-Free Workplace

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

A.24. Environmental Protection

If the payments pursuant to the contract are expected to exceed $100,000.00, then the Contractor must comply with the Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities.

A.25. Assignment

Neither party may assign this Agreement or a Contract, in whole or in part, without the prior written consent of the other. Any attempt to assign without consent is void. The assignment of this Agreement or a Contract, in whole or in part, within the enterprise of which either party is a part or to a successor organization by merger or acquisition does not require the consent of the other. CA is also permitted to assign its rights to payments without obtaining the State's consent. It is not considered an assignment for CA to divest a portion of its business in a manner that similarly affects all of its customers.

A.26. Travel

CA may be required to travel in performance of orders for Professional Services issued through a statement of work under this contract. In accordance with 74 O.S. § 85.40, travel expenses incurred by a Supplier must be included in the total acquisition price in the Supplier's bid, quotation, or proposal. Reasonable travel costs will be paid at the rates authorized under the State Travel Reimbursement Act, 74 O.S. §§ 500.1—500.37, or at the rates authorized by the Office of Management and Enterprise Services, Information Services Division policy in effect at the time of acquisition. Reasonable travel expenses are reimbursable only upon submission of the expenses within the scope of work prior to purchase and must be preapproved by the ordering Customer.

A.27 Severability

If any provision of this Agreement or a Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement or Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.28 Employment Relationship

This Agreement or a Contract does not create an employment relationship. Individuals performing services required by a Contract are not employees of the State of Oklahoma. CA's employees shall not be considered employees of the State of Oklahoma for any purpose and as such shall not be eligible for benefits accruing to state employees. The State retains the right to request replacement of assigned staff.

Neither party may solicit the employee of the other party without written consent of the other party.

A.29. Failure to Enforce

Failure by either party at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or a Contract or any part thereof or the right of either party to enforce any provisions at any time in accordance with its terms.

A.30 Insurance

Contractor shall obtain and retain insurance, including workers' compensation, automobile insurance, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall upon request provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

Either party may at any time designate any other address by giving written notice to the other party.

A.31. Notices

All notices, requests, demands, or other communications required or permitted to be given hereunder, which specifically affect the State, shall be in writing and shall be directed to CA or State at their respective addresses set forth herein unless otherwise specified in writing, and shall be given by certified mail, return receipt requested, or by recognized overnight delivery service. Any such notice, request, demand, or communication shall be deemed given on receipt or refusal thereof.

If to Using Agency:

By Mail: Office of Management and Enterprise Services-ISD
3115 N. Lincoln Blvd
Oklahoma City, OK 73105
Attn: Hurtisine Franklin

By Delivery: Office of Management and Enterprise Services-ISD
3115 N. Lincoln Blvd
Attn: Hurtisine Franklin

If to CA:

By Mail: CA, Inc.
2291 Wood Oak Drive
Herndon, VA 20171-2823
Attn: Donna Wultich

and CA, Inc.
2291 Wood Oak Drive
Herndon, VA 20171-2823
Attn: VP Assistant Managing General Counsel, Legal Department

By Delivery: CA, Inc.
2291 Wood Oak Drive

Herndon, VA 20171-2823
Attn: VP Assistant Managing General Counsel, Legal Department

Either party may at any time designate any other address by giving written notice to the other party.

A.32. Debarment, suspension, and Other Responsibility Matters

The individual signing on behalf of CA certifies that, to the best of his/her personal knowledge and belief, CA is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

A.33. Legal Representatives

Nothing herein contained shall be construed to make the parties hereto partners or joint venture's, nor either party the legal representative or agent of the other party, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party.

A.34. Limitation of Liability

On April 14, 2006, the Attorney General of Oklahoma issued Attorney General Opinion No. 06-11 that, among other things, opined that under the Oklahoma State Constitution contractual limitation of liability provisions contained in agreements with State agencies are void and unenforceable unless the amount of liability the State assumes is certain and budgeted for. While the parties to this agreement acknowledge the Attorney General's Opinion, the Parties further recognize that Supplier disagrees with the Attorney General's Opinion and contends that contractual limitation of liability provisions such as the ones contained in this agreement are enforceable and do not violate the State Constitution. As a result, in the event that the Parties to this agreement have a dispute in which the enforceability of a contractual limitation of liability clause is relevant, then the Parties agree that either Party may initiate suit in the State District Court for Oklahoma County seeking a declaratory judgment or any other relief available in law or equity regarding, among other things, the enforceability of a contractual limit of liability. Further, the parties shall have the right to appeal any ruling from the District Court to the extent permitted by applicable law.

For purposes of this agreement, the contractual limit of liability is as follows:

In the event that due to a default on the part of the Contractor or other liability, the State is entitled to recover damages from the Contractor (regardless of the basis on which the State is entitled to claim damages from the Contractor including but not limited to fundamental breach, negligence, misrepresentation, or other contract or tort claim) then the Contractor is liable for no more than:

- Payments referred to in A19, Patents and Copyrights
- Damages for bodily injury (including death) and damages to real property and tangible personal property (these damages shall not be subject to any limitation on direct or consequential damages contained within this provision;) and
- The amount of any other actual direct damages up to the greater of $1,000,000 or the charges for the products or services that are the subject of the claim.

This limit also applies to any of the Contractor's subcontractors and program developers. It is the maximum for which contractor and its subcontractors and program developers are collectively responsible.

Items for which the Contractor is not liable:

Under no circumstances is the Contractor, its subcontractors, or program developers liable for any of the following even if informed of their possibility:

- Loss of or damage to data;
- Special, incident, punitive, exemplary or indirect damages or for any economic consequential damages; or
- Lost profits, business, revenue, goodwill, or anticipated savings.

No right or cause of action for any third party is created by this Agreement or any transaction under it, nor is CA responsible for any third party claims against Customer except as described in the Intellectual Property Protection section above or as permitted by the Limitation of Liability section above for bodily injury (including death) or damage to real or tangible personal property for which CA is legally liable to that third party.

The following language relates only to Section A.17, Electronic and Information Technology Accessibility. To the extent the obligations are requirements of the Contractor under the applicable Oklahoma law and administrative rules and subject to the exceptions found in the applicable Oklahoma law and administrative rules, CA accepts the language found in Section A. 17.

A.35. Extent and Disclaimer of Warranties

CA's applicable warranties will not apply to the extent there has been misuse (including, but not limited to, unauthorized use

of any Machine capacity or capability), accident, modification, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, improper Maintenance and Support by a party other than CA, removal or alteration of Product or parts identification labels, or failure caused by a product for which CA is not responsible.

Items Not Covered by Warranty

CA does not warrant uninterrupted or error-free operation of a Product or Service or that CA will correct all defects to the extent permitted by law.

CA will identify CA Programs that it does not claim to warrant.

A.36. Charges

A.36.1. Recurring charges for a Product begin on the Date received.

A.36.2. Charges

One-time and recurring charges may be based on measurements of actual or authorized use (for example, authorized capacity for Machines, number of users or processor size for Programs, or meter readings for maintenance Services). Customer agrees to provide actual usage data as described in the Contract Document.

If Customer makes changes to its environment that impact usage charges (for example, change authorized capacity for Machines or change processor size or configuration for Programs), Customer agrees to promptly notify CA and pay any applicable charges. Recurring charges will be adjusted accordingly. In the event that CA changes the basis of measurement previously provided the State and used for charges, its terms for changing charges will apply.

A.36.3. Changes to Charges

A.36.4. From time to time, CA may change its charges. Resulting charge increases to the State may be permitted, if any, only on an annual basis upon written approval from the State CIO Director, and are subject to any pricing increase limitations negotiated by the parties. Customer receives the benefit of a decrease in charges for amounts that become due on or after the effective date of the decrease.

A.36.5. In the absence of a written agreement establishing a fixed rate for a fixed period of time, or unless provided otherwise in a Contract Document, CA may annually increase recurring charges for Licensed Programs, Maintenance and Support, provided under this Agreement, by giving Customer three months' written notice. An increase applies on the first day of the invoice or charging period on or after the annual renewal effective date of the Agreement upon authorization of the CIO and subject to any pricing increase limitations negotiated.

A.36.6. Upon reasonable notice, CA may verify the usage data and other information affecting the calculation of charges under this Agreement. Such verification will be conducted in a manner that minimizes disruption to Customer's business and may be conducted on Customer's premises, during Customer's normal business hours. Customer agrees to i) provide records, system tools outputs, and other electronic or hard copy system information reasonably necessary for such verification, and ii) promptly pay any additional, valid charges and other liabilities determined as a result of such verification.

A.36.7. Notwithstanding the above, if the parties have agreed upon a fixed price for a period of time, no annual changes and charges will be effective until approved, in writing, by the State CIO Director or Agency Representative.

A.37. CA Resellers

CA has signed agreements with certain organizations (called "Resellers") to promote, market, and support certain Licensed Programs, Maintenance and Services. A CA Reseller is an independent business and separate from CA. CA is not responsible for the actions or statements of CA Resellers to the State, or any products or services that they supply to the State under their separate agreements. This Agreement applies only to transactions between an authorized CA Reseller and the State that is supported by a Statement of Work (SOW) that refers to this Agreement.

A.38. Conflict of Interest

CA must disclose any contractual relationship or any other relevant contact with any state personnel, or other State contractors involved in the development of a request for proposal (RFP) that results in a Contract. Any conflict of interest shall, at the sole discretion of State, be grounds for termination of this Agreement or a Contract; provided that such termination must be made within a reasonable time after disclosure of such relationship or contact.

In addition to any requirements of law or through a professional code of ethics or conduct, the CA employees performing services for the State are required to disclose any outside activities or interests that conflict or may conflict with the best interests of the State. Further, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interests of the State of Oklahoma during the period of this agreement without prior written approval of the State. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State.

A.39. Information Security

A.39.1 User Logon Authorization

CA will not be granted access to State information systems without the prior completion and approval of Logon Authorization Request for Non-State Employees. Certain types of access may require that a background check and verification be performed prior to granting access. CA will notify State promptly when employees are terminated that have access to State systems.

A.39.2 Background Checks and Verifications

At the sole discretion of State, CA may be requested to provide user background checks, depending on the information systems CA accesses or types of data State provides. CA must submit the required background check information to State in a timely manner. State will not process any access agreements prior to completion of user background verification.

A.39.3 Auditing and Compliance

The State, Information Security Office or its selected agent may, at its discretion and subject to mutually agreeable procedures, conduct announced and unannounced audits of CA for compliance with the security requirements set out in the Agreement. CA must supply corrective action plans for non-compliant audit findings within 30 business days from the receipt of the final audit report from State. Failure to comply with these requirements may result in Contract cancellation.

A.39.4 Data Destruction

Prior to disposal, all floppy disks, CDs, magnetic tape, hard drives (desktop and server), data DVDs, or other media containing State sensitive information must be destroyed in accordance with the Office of Management and Enterprise Services Information Security Policy, Procedures and Guidelines section on Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media.

All hardcopy records that contain State sensitive information must be disposed of through a cross cut paper shredder (shredding both vertically and horizontally) or an equivalent secure destruction process.

A.39.5 Compliance Verification

CA's right to verify Customer's usage data and other information affecting the calculation of charges also includes the right to verify Customer's compliance with other terms of this Agreement (including applicable Attachments and Contract Documents) relating to Customer's use of CA Programs at all sites and for all environments in which Customer installs or uses CA Programs for any purpose. CA may use an independent auditor to assist with such verification, provided CA has a written confidentiality agreement in place with such auditor.

A.39.6 Customer agrees to create, retain, and provide to CA and its auditors written records, system tools outputs, and other system information sufficient to provide auditable verification that Customer's installation and use of CA Programs complies with the Agreement terms, including CA's applicable licensing and pricing terms. CA will notify Customer in writing if any such verification indicates that Customer is not in compliance with Agreement terms. The rights and obligations in this section remain in effect during the period any CA Programs are licensed to Customer and for two years thereafter. Specific Terms for Systems.

A.40. Specific Terms for Systems

CA warrants that when CA specifies in a Contract Document that it is providing Products to the State that are intended to operate together as a system, such Products provided to the State as a system are compatible and, when installed according to their Specifications, will operate with one another.

A.41. Dispute Resolution

CA and State may have a need to escalate an issue if the parties to a contract cannot resolve the issue. CA and State will provide the names, phone number and email address of the person(s) within each entity to be contacted if an issue needs to be escalated.

A.42 Additional Terms

The Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior and/or contemporaneous discussions, representations, or contracts (whether written or oral) of the parties relating to the work to be performed as described in the Agreement. Each party accepts, on behalf of its Enterprise, the terms of this Agreement by signing this Agreement by hand or electronically. Once signed, i) any reproduction of this Agreement made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and ii) all Licensed Programs, Maintenance and Support ordered under this Agreement are subject to it.

A.43. Contract Term, Renewal and Extension

A.43.1. The initial Contract period shall begin on the effective date and shall extend through one (1) year unless renewed, extended, or terminated in accordance with applicable Contract provisions.

A.43.2. After the initial term of one year, the Agreement may be renewed annually upon mutual written consent of the parties for up to four (4) annual renewal periods. The mutual written consent of both parties is required at the time of renewal for each annual renewal option provided. The State, at its sole option, may choose to exercise an extension for a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If option is exercised, the State will notify the contractor in writing prior to contract end date.

A.43.3. Notification to exercise the option to renew the Contract shall be set forth in writing by the State. The Contract renewal shall be contingent upon approval by the State. If the State does not opt to renew, notice shall be sent thirty (30) days prior to the end of the then current contract period.

The General Terms and Requirements Agreement between the State of Oklahoma and CA, Inc. for Oklahoma Statewide Contract ITSW 1009 has been duly executed, signed and dated and accepted by an authorized representative of CA, Inc. and an authorizes representative for the State of Oklahoma.

Signature of authorized CA, Inc. representative

3/28/13
Date

Jennifer May
Manager, Sales Accounting
Printed Name of Signer

CA, INC
2291 Wood Oak Drive
Herndon, VA 20171-2823
Telephone 800-225-5224

Signature of authorized OMES representative

Date

MAS

Printed Name of Signer

The State of Oklahoma Office Management and Enterprise Services
3115 North Lincoln Blvd
Oklahoma City Oklahoma 73105
Telephone: 405-522-8597

technologies

CA, Inc. License and Service Agreement ("CA Master Agreement")

This CA Master Agreement is entered into by CA, Inc. ("CA") and the State of Oklahoma ("You" or "State") identified on the relevant Order Form and shall be effective from the date specified on the Order Form. The General Terms and Requirements Agreement (the "General Terms Agreement") is incorporated by reference as Attachment "A" to the CA, Inc. License and Service Agreement (the "CA Master Agreement") concurrently entered by the parties as if fully set forth therein. To the extent of any conflict between the General Terms Agreement and the CA Master Agreement ("MA"), (collectively, the "Agreement") the provisions of the General Terms Agreement shall apply and take precedence over any conflicting terms in this MA.

Your right to use CA Software ("CA Software") and obtain maintenance and support ("Maintenance") and CA professional services from CA ("CA Services") is subject to Your compliance with the terms and conditions of this MA, the General Terms Agreement, the applicable purchase order, Order Form identifying the specific CA Software, Maintenance and/or CA Services, and the Specific Program Document ("SPD") for the CA Software, Maintenance and/or CA Service offering, which is located at http://www.ca.com/licenseagreement (collectively, these documents, along with those listed in the General Terms Agreement, are referred to as the "Agreement" and are incorporated by reference as if fully set forth herein). The terms and conditions of the SPD applicable to You for the CA Software, Maintenance or CA Service licensed and/or purchased by You will be those that are in effect at the time that You acquire the CA Software, Maintenance or CA Services and shall remain binding upon both You and CA for that CA Software, Maintenance or CA Services absent mutual written agreement to the contrary.

1. License Grant. Subject to Your compliance with the terms and conditions of the Agreement, including but not limited to payment of applicable fees for CA Software, Maintenance and CA Services obtained hereunder, CA grants You in the country or region specified in the Order Form in the Section entitled "Territory" a limited, non-exclusive, non-transferable license to use the CA Software in object form and solely for Your internal business purposes. Such use shall extend to use by You and Your Authorized End Users. "Authorized End Users" means You and Your Affiliate's employees and independent contractors (but excluding any outsourcer, facilities management providers or application service provider). Use of the Licensed Programs by Authorized End Users shall at all times remain Your responsibility and liability. You may use the CA Software for the operation of Your Affiliate's internal data processing where an "Affiliate" shall mean any entity for which You hold greater than a fifty percent (50%) interest or, by force of law or contract but only for so long as you maintain that interest. The type of license You acquire is designated in the Order Form for the CA Software and may include:
    a. **Perpetual License**: A perpetual license to use the CA Software, which may only be terminated as set forth in Section 9(b) herein.
    b. **Subscription License**: A license to use the CA Software for a specific length of time (the "Term") as set forth in the applicable Order Form. When the license expires at the end of the Term, You, all Affiliates and Authorized End Users must stop using the CA Software if You have not obtained a new license.

   In either case, if your license is for CA Software designated as "mainframe software" by CA, use of such CA Software shall be limited to the hardware, site and/or location within the Territory as specified

technologies

orm. You may transfer such CA Software to new hardware, site or location within the Territory upon prior written notice to CA. Transfers outside of the Territory shall require prior written consent of CA and payment of additional fees.

2. Use Prohibitions. Except as expressly authorized by the Agreement, You may not: (a) copy, reproduce, distribute or disclose the CA Software, provided that You may make a reasonable number of copies of the CA Software for bona fide "cold standby" disaster recovery, backup and archival purposes and may use such copy for reasonable testing and in the event of a bona fide disaster recovery event. Maintaining copies of the CA Software in a "hot standby" environment or further or additional use of the CA Software for disaster recovery, backup or archival purposes shall be subject to payment by You of the applicable fees to CA; (b) modify, unbundle, or create derivative works of the CA Software; (c) 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; (d) remove any proprietary notices, labels, or marks on or in any copy of the CA Software or Documentation or any CA Software or materials in which the CA Software or Documentation or portions thereof are embedded; (e) use the CA Software in any manner that exceeds or is broader than the uses licensed to You from CA or an authorized CA reseller or distributor; or (f) reverse assemble, decompile, reverse engineer or otherwise translate the CA Software, except to the extent specifically permitted by applicable law without the possibility of contractual waiver. All rights not specifically granted hereunder are expressly reserved by CA.
3. **Licensing Model and Authorized Use Limitation.**
   a. **Licensing Model.** The licensing model for each CA Software program is set forth in the applicable SPD for that CA Software in the section entitled "Licensing Model" or if there is no applicable SPD for that CA Software, then set forth in the relevant Order Form. By way of illustration, CA Software could be licensed by CA on a "per server" Licensing Model, where one copy of the CA Software is installed in a single server operating environment for a given license fee. Other examples of Licensing Models include, but are not limited to, licenses based on and calculated using millions of instructions per second (MIPS) or millions of service units (MSUs), the total number of end-users, the number of sites in which the CA Software is installed or used, and enterprise-wide use.
   b. **Authorized Use Limitation.** The specific scope or number or type of licenses that You have purchased for the CA Software based on the applicable Licensing Model is set forth in the relevant Order Form. By way of illustration, You may elect to license CA Software with a "per server" Licensing Model on up to five servers in which case the Authorized Use Limitation would be five servers and the fee due might be five times the "per server" fee assuming there is a flat "per server" fee [note: there may be volume discounts]. Your use of the CA Software must not exceed the specified Authorized Use Limitation. Prior to installation or use by You of the CA Software in excess of the Authorized Use Limitation, You agree to pay CA for such incremental excess use in accordance with the applicable Licensing Model.
4. **Payment of Fees. This provision is subject to the terms of Section A.19 of the General Terms Agreement, which takes first order of precedence and shall apply in the event of any conflict, and is subject to Oklahoma state law.** You agree to pay the fees for CA Software, Maintenance and/or CA Services specified on the Order Form or such other ordering document as otherwise agreed between You and CA. Payment obligations are non-cancellable and fees paid are non-refundable except as expressly provided herein. Unless otherwise provided in the Order Form, all payments are due within forty-five (45) days from date of invoice receipt except for amounts that are subject to a bona fide dispute. In order to place an invoiced amount, otherwise payable, into bona fide dispute, You must notify CA, in writing, prior to the original due date for payment of such invoiced amount and submit a written explanation, specifying, in reasonable detail, the basis of the dispute as to the validity of such

technologies

t. You agree to pay any applicable VAT, sales tax, import and custom duties and any other applicable taxes (collectively "Taxes") which are legally due from the State of Oklahoma in addition to the fees. Taxes shall be included in the purchase amount quoted. In the event a payment due date falls on a weekend or a holiday the payment shall be payable by You to CA on the business day immediately prior to such date. CA may charge interest of the maximum amount allowed by law if undisputed fees, or fees determined to be payable by any court or otherwise agreed are not paid by the due date. If Your account is forty-five (45) days or more overdue (except with respect to amounts subject to a bona fide dispute), in addition to any of its other rights or remedies, CA reserves the right to suspend Maintenance and/or any CA Services to You, without liability, until such amounts are paid in full.

5. **Maintenance and Support.** If included in Your license from CA, or if You elect to purchase Maintenance for CA Software in addition to the warranty support, if any, provided with such CA Software, the Order Form identifies the type of Maintenance purchased for each CA Software program, and the duration of such Maintenance (the "Maintenance Term") and the applicable fees for Maintenance. CA will provide the level of support as detailed for each such category in the specific Maintenance SPD, which can be found at http://www.ca.com/licenseagreement. Warranty support and the term thereof provided by CA, if any, is described in Section 7 below and any additional or different terms and conditions governing warranty support are set forth in the SPD for each CA Software program. To the extent that warranty support is provided by CA, it is included in the license fee for CA Software and thus is not separately designated as Maintenance on the Order Form.
6. **Documentation.** For purposes of this Agreement, "Documentation" means (a) with respect to CA Software: only standard specifications, user documentation, and technical manuals and guides provided by CA with its CA Software (some or all of which may be in English only) and (b) with respect to Maintenance and warranty support: CA's external policies covering the scope and nature of Maintenance and warranty support available to CA licensees can be found at http://www.support.ca.com. You may make a reasonable number of copies of and internally distribute Documentation solely for Your internal business purposes however You may not modify such Documentation without the prior written approval of CA. Any copies or partial copies You make must bear CA's copyright and any other attribution notices contained in the materials copied. Such Documentation is deemed to be confidential and proprietary to CA.
7. **Limited Warranty.** CA warrants to You that: (a) it has the authority to provide You the rights and licenses mentioned herein and (b) for the duration of the warranty period set forth in the SPD for the CA Software or Services, or, if no warranty period is set forth in the SPD and the CA Software or Services are not provided under terms expressly identifying the CA Software or Services as provided on an "as is" basis, a period of thirty (30) days following the date on the Order Form; (i) when the CA Software is used in an operating environment stated in the Documentation as supported by CA, the CA Software will materially conform to the specifications in the Documentation for such CA Software; and (ii) CA Services and Maintenance shall be performed in accordance with industry standards using reasonable care and skill, and provided in accordance with CA's then-prevailing policies. If it is established that CA has breached either of the warranties in subsection (b) above, to the extent permitted by law, CA's only obligation and Your exclusive remedy shall be for CA to, at its option, (1) use reasonable efforts to cure the defect in the CA Software or re-perform the nonconforming CA Services; (2) replace the CA Software with CA Software that materially conforms to the specifications in the Documentation; or (3) terminate the CA Software license and provide a pro rata refund of the fees that You have already paid, which for license and Maintenance fees paid with respect to CA Software licensed under a subscription license, shall be calculated against the remainder of the Term from the date it is established that CA has breached the foregoing warranties or, if the CA Software

technologies

ıder a perpetual license, a term of three years shall be used for the purposes of the license calculation; or for fees separately identified and paid for CA Services, the refund shall be calculated based on the deliverables provided and CA Services performed prior to the occurrence of the nonconforming CA Services under the applicable ordering document. Any refund of fees paid in accordance with the warranty provisions herein will terminate the license for the affected CA Software or, in the case of Services, performance by CA of the applicable Services.

This warranty and the remedies offered are applicable only if: (i) the reported error or defect is reasonably reproducible by CA; (ii) You report the alleged breach with reasonable specificity in writing within thirty (30) days from its occurrence; (iii) You provide CA with reasonable assistance in the diagnosis and remedy of the applicable breach; (iv) the CA Software or CA Services are within the warranty period set forth in the SPD; (v) You have installed and are using all updates, patches and fixes released by CA for the affected CA Software; (vi) You have complied in all material respects with the terms and conditions of the Agreement (including but not limited to payment of all fees) and have materially conformed to the Documentation for the affected CA Software, Maintenance or CA Services; and (vii) the error or defect is due solely to an error or omission on the part of CA, its agents or employees.

You understand and agree that third-party hardware equipment and software, supplied by CA may be provided to You under warranty or pursuant to other terms and conditions offered by the manufacturer or licensor of such hardware or software. Where applicable, CA will include such warranties or other terms in Documentation accompanying the relevant software or other deliverable.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma Law, such limitation of liability shall be void. NO THIRD PARTY, INCLUDING AGENTS, DISTRIBUTORS, OR AUTHORIZED CA RESELLERS, IS AUTHORIZED TO MODIFY ANY OF THE ABOVE WARRANTIES OR MAKE ANY ADDITIONAL WARRANTIES ON BEHALF OF CA.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CA DOES NOT WARRANT THAT THE CA SOFTWARE, MAINTENANCE OR CA SERVICES WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE CA SOFTWARE OR CA SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IF PERMITTED BY APPLICABLE LAW: (A) SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SPECIFIED FOR THE SUBJECT CA SOFTWARE, MAINTENANCE OR CA SERVICE; AND (B) THE REMEDY FOR BREACH OF ANY SUCH WARRANTIES IS LIMITED TO REPAIR OR REPLACEMENT OF ANY GOODS FOUND NOT TO COMPLY WITH THEM OR THE PROVISION OF SERVICES AGAIN. NO WARRANTIES OF ANY KIND APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW SUCH LIMITATIONS SO TO THAT EXTENT THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

8. Limitation of Liability. This provision 8 is subject to the terms of Section A.34 of the General Terms Agreement, which takes first order of precedence and shall apply in the event of any conflict, and is subject to Oklahoma state law. Regardless of the basis which You may be entitled to

from CA or its suppliers (including but not limited to breach of contract, negligence, misrepresentation, or other contract or tort claim), You agree that CA is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property in the amount of five hundred thousand dollars ($500,000) and 2) the amount of any other actual direct damages up to the amount that You actually paid for the CA Software, Maintenance and/or CA Services that are the subject of the claim. This limitation of liability also applies to CA's employees, contractors, resellers and suppliers. It is the maximum amount which they, and CA, are collectively responsible.

EXCEPT AS SET FORTH ABOVE, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CA OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIM FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOST SAVINGS, OR LOST DATA, EVEN IF CA OR ITS SUPPLIERS HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

9. **Termination. This provision 9 is subject to the terms of Sections A.9 and A.10 of the General Terms Agreement, which takes first order of precedence and shall apply in the event of any conflict, and subject to Oklahoma state laws.**

a. **Termination by You.** You may terminate this Agreement upon thirty (30) days' prior written notice to CA if CA commits a material breach of its obligations under this Agreement, other than its obligations under the Sections entitled "Limited Warranty" and "Indemnification and fails to either (i) cure that breach within the thirty (30) day period or (ii) make substantial progress to Your reasonable satisfaction to cure such breach and implement a plan that cures such breach within sixty (60) days of the breach notice.

b. **Termination by CA.** In addition to termination under the Sections entitled "Limited Warranty" and "Indemnification, CA may terminate this Agreement upon thirty (30) days' prior written notice to You if You commit a material breach of Your obligations under this Agreement and You fail to (i) cure that breach within the thirty (30) day period; or, (ii) make substantial progress to CA's reasonable satisfaction to cure such breach and implement a plan that cures such breach within sixty (60) days of the breach notice; provided that such notice and opportunity to cure shall not be required if such breach is reasonably incapable of cure then CA may terminate the Agreement immediately in such event. Material breach may include, but is not limited to, any breach that adversely and materially affects CA's or its licensors' intellectual property rights; failure to pay fees due and payable; or breach of Your confidentiality obligations which are subject to the Oklahoma Open Records Act. If You breach Your obligations under the Agreement, CA shall have the right to withhold its own performance hereunder.

c. **Effect of Termination.** Any termination hereunder shall not release either party from any liability that, as of the date of termination, had already accrued or is attributable to a period prior to such termination, nor shall termination preclude either party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Agreement. In the event of termination of the Agreement by either party of a particular CA Software product, Maintenance or CA Service or all such products and services (i) all applicable amounts due or to become due hereunder will immediately be due and payable to CA (subject only to any setoff to which You may be entitled with respect to a pro rata refund by CA pursuant to the Section entitled "Limited Warranty" or the Section entitled "Indemnification"); (ii) all applicable subscription licenses granted hereunder shall immediately be revoked, and (iii) You shall no longer be entitled to receive any applicable Maintenance hereunder. Further, if CA terminates the Agreement for cause as a result of Your breach of CA's or its licensors' intellectual property rights, breach of Your confidentiality obligations hereunder, or failure to pay the

the applicable license, any and/or all applicable perpetual licenses granted hereunder shall also be immediately be revoked. Immediately following termination for any reason, You shall certify to CA in writing that all copies and partial copies of applicable CA confidential and proprietary information in Your possession or control and any applicable CA Software for which Your license grant has been revoked, have been deleted from all computers and storage devices (including any backup or archival copies), have been returned to CA or destroyed, and are no longer in use by You, Your Affiliates, or any other party to whom You granted access to such information.

d. **Termination or Expiration of Maintenance.** If You have a license to use CA Software and a separate right to receive Maintenance, and You either terminate or fail to renew such Maintenance for any reason, You may continue to use the CA Software for the duration of the CA Software license term but will not be entitled thereafter to receive any Maintenance for the CA Software nor shall You be entitled to any refund of any license or maintenance fee. For as long as this Agreement remains in effect, You may subsequently reinstate Maintenance for that CA Software, if CA still makes such Maintenance generally available, by paying to CA a fee equal to one hundred and fifty percent (150%) of CA's then-prevailing Maintenance fee for each year for which Maintenance fee was not paid, so that the CA Software can be updated to include the bug fixes, patches and updates made during the time when You were not an active Maintenance subscriber.

10. **Indemnification. This provision is subject to the terms of Sections A.20 & A.34 of the General Terms Agreement, which takes first order of precedence and shall apply in the event of any conflict, and is subject to Oklahoma state laws,** if a third party claims that CA Software or CA Services, infringes that party's US registered patent or copyright rights or similar laws in a jurisdiction where You are authorized to use the CA Software or CA Services, CA will defend You against such claim at its expense and pay all costs, damages, and attorney fees that a court of competent jurisdiction finally awards or that are included in a settlement approved by CA; provided that, You promptly notify CA in writing of the claim, allow CA to control the defense as permitted by law and any related settlement negotiations, reasonably cooperate with CA in the preparation of such defense and negotiations, and were an active Maintenance subscriber as of the date on which the claim is filed. If such a claim is made or appears likely to be made, CA may take action to enable You to continue to use the CA Software, modify it so that it is non-infringing, or replace it with non-infringing CA Software that is at least functionally equivalent. If CA determines that none of these alternatives is reasonably feasible, CA may terminate Your license to use the CA Software and You agree to return the CA Software to CA upon its written request. CA will then give You a pro rata refund of the fees You have already paid for the CA Software, which shall be calculated against the remainder of the Term from the date it is established that CA is notified in writing of the third party claim or, if the CA Software was licensed under a perpetual license, a term of three years shall be used for the purposes of the license. This is CA's sole and exclusive obligation to You and Your sole remedy regarding any claim of intellectual property infringement. CA shall have no liability under this Section if: (i) the allegation of infringement arises from or relates to the unauthorized modification of the CA Software; (ii) the CA Software is not being used in accordance with the terms and conditions of the Agreement or in conformance with the Documentation, (iii) the alleged infringement could have been avoided by the use of an update or patch released by CA, or (iv) the alleged infringement is a result of use of the CA Software with any non-CA supplied third party product.

11. **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, Services and Documentation, any derivative works thereof, and any goodwill accruing from the use of such CA Software, Services and Documentation, belong exclusively to and shall remain with CA, Inc. and/or its licensors. You shall not make available or disclose such intellectual property to any

:ept as expressly permitted by this Agreement or as otherwise permitted or required pursuant to law, and shall take appropriate action, including by instruction or agreement with Your employees who are permitted access to such information, to satisfy Your obligations hereunder.

12. **Confidentiality. The agreed confidentiality provision is contained in the General Terms Agreement at Section A.14.**

12. **General. Sections d, e, g, h, i, j, k, l, and m below are subject to the terms of the General Terms Agreement, which takes first order of precedence and shall apply in the event of any conflict and is subject to Oklahoma state laws.**

a. Nothing in this Agreement affects any statutory rights applicable to the State of Oklahoma that cannot be waived or limited by contract.

b. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

c. You agree that CA Software is subject to export controls of the United States of America and import controls of any other country in which the CA Software may be used. You agree to export, re-export or import CA Software only in compliance with such laws and controls.

d. You agree to allow CA and its affiliates to store and use Your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to CA's affiliates, and to contractors, business partners, and assignees of CA and of its affiliates for uses consistent with their collective business activities, including communicating with You (for example, for processing orders, for promotions, and for market research). You represent that (i) You are duly authorized to provide personal data to CA and You do 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 and (iii) CA may disclose such data to any CA Entity and its subcontractors for the purpose of satisfying its obligations to You and for marketing other CA products or services to You 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.

e. Neither You nor CA will bring a legal action under this Agreement more than five years after the cause of action arose unless otherwise provided by Oklahoma state law without the possibility of contractual waiver or limitation.

f. Each of us shall be excused from performance of its obligations under this Agreement (except the obligations to make payment when due) to the extent that it is prevented as a result of delays caused by an act of God, earthquake, fire, flood, hurricane, severe weather or other natural disaster, war, civil disturbance, terrorist attacks, riots, strikes, lockouts, court order, internet or communication problems, power failures, or unauthorized access or theft.

g. The CA Software shall be delivered either by electronic delivery ("ESD") or if CA requires in tangible media CPT, as defined in INCOTERMS 2010, from CA's shipping point F.O.B. destination. CA agrees to be responsible for all customs duties and clearance and title to any CA hardware if included will pass upon point of delivery to the State F.O.B. destination. 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.

h. This Agreement will not create any right or cause of action for any third party, nor will CA be responsible for any third party claims against You, except as permitted by the Limitation of Liability and Indemnity sections above, or as otherwise required by law.

i. Any conflict among or between the terms and conditions of the documents comprising this MA shall be resolved according to the following order of precedence, from the document with the greatest

technologies

ast: (1) the purchase order referencing Order Forms; (2) the SPD for the relevant CA Software or Maintenance (which shall include the CA Support Policy and Terms); (3) the MA; then (4) the Documentation for the relevant CA Software, subject to the provisions contained within the General Terms Agreement.

j. The laws of the State of Oklahoma shall apply to govern, interpret and enforce this Agreement, without regard to conflict of law principles.

k. The Agreement and all referenced documents represent the entire agreement between CA and You with respect to this subject matter, and all other agreements, proposals, purchase orders, representations and other understandings concerning this subject matter, whether oral or written between the parties are superseded in their entirety by this Agreement. No alteration or modification of this Agreement will be valid unless made in writing and signed by authorized representatives of the parties.

l. You may not assign the Agreement, the use of any CA Software or Your rights and obligations under the Agreement without the prior written consent of CA. The Agreement shall be binding on the parties and all of their respective successors and assigns. CA may assign the Agreement by written notice to You and upon written authorization from You.

m. You agree to furnish CA with such information and access to Your facilities and Your Affiliates' facilities and records as CA may reasonably request in order to verify Your compliance with the Agreement. Such examination right shall survive the termination of this Agreement for a period of three (3) years. CA agrees to furnish You with such information and access to CA's records and facilities and CA's Affiliates' facilities and records as You may reasonably request in order to verify payment and other information related to transactions under this Agreement. The limitation in Section 13.e shall not apply to this Section 13.m.

Signature of authorized CA, Inc representative

Jennifer May
Manager, Sales Accounting

3/28/13
Date

CA, INC
5465 Legacy Dr
Plano TX 75024-3106
Telephone 800-637-5858

Signature of authorized OMES representative

Date

MAS

The State of Oklahoma Office Management and Enterprise Services
3115 North Lincoln Blvd
Oklahoma City Oklahoma 73105
Telephone: 405-522-8597