

CA TECHNOLOGIES - ROM QUOTATION

CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468
 WWW.CARASOFT.COM/CA-TECHNOLOGIES | BROADCOM@CARASOFT.COM



TO: Shanita Thompson
 Manager, Information Technology Operations
 DuPage County
 421 N County Farm Rd
 Wheaton, IL 60187-3978

FROM: Brendan Goepfrich
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: shanita.thompson@dupageco.org

EMAIL: Brendan.Goepfrich@carahsoft.com

PHONE:

PHONE: (571) 591-6427

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 60 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 49535419
QUOTE DATE: 08/26/2024
QUOTE EXPIRES: 11/27/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$81,766.44
TOTAL QUOTE: \$81,766.44

-ROM Quote-

Please reference quote # on your order to Carahsoft.

Per Broadcom, pricing is only valid for a PO received by 11/27/24 3PM EST. After said date, pricing will become null and void.

Period of Performance Dates: 12-01-2024 - 11-30-2025

Payment Plan:
 Due 12-01-2024 - \$81,766.44

CABUNDLE-S includes:

- Mainframe DevOps -Suite -MFDVHP002 Subscription -123 MIPS
- Vantage Storage Intelligence MIPS -VNTINM002 Subscription -123 MIPS
- Disk Backup and Restore MIPS- DSKBSM002 Subscription -123 MIPS
- FAVER VSAM Data Protection MIPS- FVRBSM002 Subscription -123 MIPS
- CA 1 Flexible Storage MIPS CA1-BSM002 Subscription- 123 MIPS
- Allocate DASD Space and Placement with Quota Manager Plus- ALLBSP002 Subscription- 123 MIPS
- DADS Plus for CICS -DADSP002 Subscription -123 MIPS

*All payment amounts are hereby committed through the term defined within the above quote.

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****All amounts are exclusive of taxes which will be payable in addition to the fees listed.**

*****For renewals, Broadcom requires the address on the PO to match the address on the customer's current renewal contract. If customer requires address change, may result in system access issues for customer licenses.**

Please be aware of ALL terms listed in our quote and be sure to flow down the applicable End User Terms to the Customer. By referencing the Carahsoft quote # on your order, partner confirms that the customer has agreed to all the terms and conditions herein:

The use of these offerings are governed by these ordering terms and conditions as well as: (a) either (i) the Broadcom terms and conditions published at <https://www.broadcom.com/licensing>, or (ii) the fully executed agreement by and between the End User and an applicable Broadcom entity governing the CA, Symantec, or VMware branded offerings ordered in this Order (provided that any terms that purport to protect any future pricing between the parties and any purported rights to host Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific Program Documentation (the "SPD"), or Product Use Rights (the "PUR"), and/or SaaS Listing applicable to the Broadcom Software, SaaS and Maintenance located at <https://www.broadcom.com/licensing>, and (c) the additional terms hereon (collectively, the "End User Terms"), which Partner agrees to ensure such terms are presented to and agreed by the End User along with the additional flow down terms noted below before or at the time of closing the End User transaction. Any terms that may appear on Partner's purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable, and void.

MULTI-YEAR PRICING REQUIREMENT (Applicable to Multi-year Quotes ONLY)

The Out Year pricing in the POP dates listed above are ONLY valid upon receipt of a Purchase Order that includes those line items. Annual payment terms apply. If all line items, including those with future period of performance dates, are not listed on the reseller and customer Purchase Order, all pricing is subject to change. Each order must meet CA/Broadcom's minimum threshold requirements.

ORDER AND PAYMENT

Failure to timely remit payment of all amounts set forth in the Payment Schedule after written notice by Broadcom/Carahsoft and a reasonable opportunity to remit such payment by Partner, to the maximum extent permitted by applicable law, shall relieve Broadcom & Carahsoft of any and all support obligations hereunder and Partner rights to resell licensed usage rights to the End User may be suspended until payment is tendered at which time use rights shall recommence. Broadcom reserves the right to impose late fees as may be permitted by law on any past due amounts.

If this is a Renewal transaction and the end user does not execute a purchase order by the POP start date, pricing is subject to increase, to the maximum extent permitted by applicable law.

ANNUAL FEE INCREASES (Applicable to Multi-year Quotes for Non-Public Sector Customers ONLY)

During the term for the Broadcom offerings above, Broadcom may increase the fees hereunder for such offerings up to seven percent (7%) annually by providing Partner/Customer with advance notice including through pricing notices posted at Broadcom support site no less than ninety (90) days prior to such changes taking place but in no event will Broadcom purport to effect a price change while in any particular calendar year (i.e., price changes will only be effective on January 1 of the year following that in which notice was provided)

HARDWARE ORDERS (Applicable to Hardware Orders ONLY)

All orders placed on Broadcom are non-cancellable and non-refundable and Partner/Customer shall agree the obligation that all orders relating to Broadcom hardware product(s) are non-cancellable and non-refundable. Partner/Customer may not reschedule delivery of Broadcom hardware product(s), unless Broadcom gives prior permission.

Broadcom will endeavor to ship hardware products for delivery on Broadcom's acknowledged delivery date (the "Acknowledged Date"). Broadcom may make partial deliveries, which may be separately invoiced. Delivery delay will not relieve the Partner/Customer of its obligation to pay for the Broadcom hardware products or to accept subsequent deliveries. Any lead times or shipment dates provided by Broadcom are estimates only and Broadcom is not liable for any loss, damage, costs or expenses for any failure to deliver in accordance with the given lead time or Acknowledged Date. If Broadcom cannot meet the Acknowledged Date, Partner/Customer and Broadcom may agree to alternative arrangements. However, in the event that Broadcom's ability to supply hardware product(s) becomes constrained, Broadcom may, as Broadcom deems reasonable, reduce quantities or delay shipments to Partner/Customer and may allocate production and delivery among its customers.

SOFTWARE SUPPORT AVAILABILITY

End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which CA will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering ("Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at <https://www.broadcom.com/docs/end-of-support>.

MIGRATION

End User understands that Broadcom may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is the End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the "SPD") applicable to the Broadcom Software and Maintenance, located at Broadcom's website address at <https://www.broadcom.com/licensing> and this transaction document including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order, End User should ensure it understands

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the migration for the products licensed herein. Execution of this order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at <https://www.broadcom.com/docs/product-migration>.

MAINFRAME REPORTING (Applicable To Mainframe Customers ONLY)

For all CA mainframe software, End User shall provide to CA via upload to s crt.broadcom.com within ten (10) days after the end of each month the IBM SCRT product report for ISV programs for End User's z/OS mainframe environment. For End Users running CA mainframe VSE/VM software, End User shall provide to CA via upload to s crt.broadcom.com annually on or before each anniversary date a listing of the manufacturer, model, serial number and LPAR names of each CPU located at, or remotely accessing, each End User Site.

MAINFRAME FULL CAPACITY & REPORTING (Applicable to Mainframe Customers ONLY)

*End User represents the inventory above constitutes the entire set of mainframe computers located at the End User Ship To Address ("End User Site") or which can be remotely accessed from End User's Site and are collectively called "End User's Mainframe Inventory."

The Authorized Use Limitation set forth in the quote is currently and must remain equal to or greater than the combined capacity of End User's Mainframe Inventory, as published by the hardware manufacturer at all times during the period expiring on the End Date. In the event End User desires to make changes to End User's Mainframe Inventory which would result in a combined capacity greater than the Authorized Use Limitation, End User shall request, in writing, at least ninety (90) days prior to effecting such changes, a proposal from CA for such additional capacity needed, and CA shall promptly provide a proposed transaction document for the additional capacity.

Mainframe Disaster Recovery

End User represents it has a disaster recovery plan with respect to its sites and the CA mainframe software ("DR Plan"). In accordance with the DR Plan, End User may make a reasonably necessary number of copies of the CA mainframe software for such disaster recovery purposes and use of such copies at another machine(s), provided the use of such copies shall be limited to:

(a) Conducting limited testing of the DR Plan's procedures and effectiveness so long as z/OS is not actively running except during such testing and such testing shall not exceed ten consecutive days in duration and shall not occur more than three times per annum; and

(b) The period subsequent to the occurrence of an actual disaster during which End User cannot operate the CA mainframe software in normal operations at an End User Site and must invoke its DR Plan.

The rights provided in subsection (a) above are conditioned upon End User providing, in writing, the machine-type, model and serial number, for each machine used for disaster recovery purposes. End User agrees to inform CA of all disaster recovery tests seven (7) days prior to the test occurrence. After a disaster recovery test period, End User shall run the IBM SCRT for ISV Programs to report the usage of CA mainframe software during the test and shall submit to CA at s crt.broadcom.com no later than ten (10) days after the end of the calendar month in which the test occurred.

End User agrees to keep CA informed, at CA's request, of the identity and address of any third party providing services in the testing or execution of End User's DR Plan and End User shall require any such third party to agree, in writing, to the confidentiality and restricted usage provisions contained in the End User Terms and to furnish such further factual confirmations with respect to its disaster recovery procedures as CA may reasonably request from time to time. In no event may any disaster recovery facility under the ownership, operation or control of any third party be deemed to be an End User site hereunder nor shall any such third party be considered a third party beneficiary for the purposes of this Order, the End User Agreement or any Order thereunder.

Full compliance with this Mainframe Disaster Recovery section by End User shall result in the combined capacity in carrying out the testing permitted by subsection (a) being excluded from its total capacity when determining compliance with the Authorized Use Limitation.

MANAGED SERVICES (Applicable to Managed Service Provider Mainframe Transactions ONLY)

1. On a limited, non-exclusive, non-transferable basis, the customer (as a "Managed Service Provider"), in accordance with this Transaction Document, shall be licensed to (a) permit its employees and independent contractors, while under written obligations of confidentiality and an obligation to observe the intellectual property rights of licensors, ("Authorized Users") install, deploy and access the Broadcom Software to provide Managed Services (in conjunction with the Managed Service Provider's services provided to its customers, such as managed services, facilities management or cloud services), to its customers/clients; and (b) make a reasonable number of copies of the Broadcom Software for disaster recovery "cold standby", backup and archival purposes Use of such copies is limited to testing Managed Service Provider's disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Managed Service Provider cannot operate the Broadcom Software.

2. Partner acknowledges that when appointing Managed Service Provider, the terms set forth above, as applicable, shall replace and supersede the use rights granted within the End User Agreement.

3. Notwithstanding any such appointment, the Managed Service Provider will remain responsible for the acts and omissions of its Authorized Users in respect of the Broadcom Offering as if they were the acts and omissions of the Managed Services Provider.

TERMINATION

Customer has the right to terminate any order for its convenience, but only to the extent End User has terminated for convenience, the equivalent order in its prime contract. The foregoing termination right shall include End User terminations for lack of funding.

PERSONAL DATA

End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy Policy located at: <https://www.broadcom.com/company/legal/privacy>. End User hereby authorizes Broadcom to make necessary transfers of Personal Data and that any Broadcom

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Affiliates and subcontractors may process such Personal Data for the purposes of providing the Broadcom Offering contemplated under the End User Terms. Broadcom complies with the provisions of the General Data Protection Regulation ("GDPR"), and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, with respect to such transfers. Where Broadcom is a processor for End User under the GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses ("SCC") located at: <https://www.broadcom.com/company/legal/privacy/data-transfers> for international data transfer incorporated therein. End User has been advised that during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.

ADDITIONAL EXPORT REQUIREMENTS

In furtherance of your contractual and legal obligation to strictly comply with U.S. law relating to export, re-export, and transfer, be advised that Broadcom will not accept orders from (a) partners or End Users who are military end users of China, Russia and Venezuela for products with ECCN starting with 5D992, (b) any person who is a citizen, national, or resident of, or who is controlled by, the government of any country to which the United States has prohibited export transactions; (c) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or (d) where Broadcom, the Partner or End User reasonably knows the Broadcom Offerings are intended or likely to be transferred or resold for such purpose.

ASSIGNMENT

Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms relate. Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

Broadcom is authorized to use the End User trademarks, service marks, logos, certifications, designations and insignias in connection with press and earnings releases. In addition, CA is authorized to use a specific designation (such as preferred business partner etc.) it may have in describing its relationship to End User.
