bmc

Quote # 00760863.0

This Quote is valid until February 29, 2024

Order Date: December 19, 2023
Customer: DuPage County Data Processing

BMC Software, Inc.
2103 CityWest Blvd.
Houston, TX 77042
Attn: Order Services

Web: www.bmc.com
Contact: Victor Pizzo
Email: victor_pizzo@bmc.com

Table 1.1: Perpetual Product Table: (**See Attachment B, Renewed Asset Details Attachment*)
Territory: USA

Products	Support Plan	Term	Licensed Capacity	
			Unit of Measure	Number of Units
BMC AMI Recovery for VSAM - Renewal	BMC Continuous Support	**	per installed server (Tier 040)	1

Table 1.2: On-Premise Subscription Table: (**See Attachment B, Renewed Asset Details Attachment*)
Territory: USA

Products	Support Plan	Term	Licensed Capacity	
			Unit of Measure	Number of Units
BMC AMI Ops Automation for CICS	BMC Continuous Support	**	per MIPS	50
BMC AMI Ops Automation for z/OS	BMC Continuous Support	**	per MIPS	50
BMC AMI Ops Monitor for CICS	BMC Continuous Support	**	per MIPS	50
BMC AMI Ops Monitor for CMF	BMC Continuous Support	**	per MIPS	50
BMC AMI Ops Monitor for IP	BMC Continuous Support	**	per MIPS	50
BMC AMI Ops Monitor for Unix Systems Services (USS)	BMC Continuous Support	**	per MIPS	50
BMC AMI Ops Monitor for z/OS	BMC Continuous Support	**	per MIPS	50
BMC AMI Ops SYSPROG Services	BMC Continuous Support	**	per MIPS	50

1. **SCOPE**. This Quote #: 00760863.0 is an offer to provide Customer the ability to purchase the BMC offerings referenced in the table(s) above ("**BMC Offering(s)**"), subject to the terms and conditions of this Quote, and acceptance is expressly limited to the terms and conditions of this Quote. Upon execution by Customer, this Quote becomes an "**Order**" under the Agreement. BMC's provision of such BMC Offerings is governed by the applicable agreement(s) as referenced in the BMC Offerings section in this Order (for purposes of each BMC Offering under this Order, the "**Agreement**"). Capitalized terms are defined in this Order or its Attachments, or in the Agreement.

2. **TOTAL FEES**. The total fee for use of the Products up to the Licensed Capacity during the Term included in this Order is $46,481.97 (the "**Fee**"). BMC will invoice and Customer agrees to pay such Fee as set forth in this Order, plus applicable taxes. So long as the BMC Offering is generally available and is a subscription based offering, each Term shall automatically renew for successive periods of the same length as the initial Term ("**Renewal Term**"), unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Term. BMC will provide initial notice of the automatic renewal, any change in terms, and price increases (if any) at least 90 days prior to the expiration of the then-current Term and a final reminder 60 days prior to the expiration. Except as expressly provided in the applicable Order, renewal of promotional or one-time priced subscriptions will be at BMC's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any BMC Offering has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

3. **BMC OFFERINGS**. The BMC Offerings ordered are set forth in the table(s) above and are further described below.

3.1. **Perpetual Support listed in Table 1.1**. BMC's provision of Support under this Order is governed by the SOFTWARE LICENSE AGREEMENT dated June 12, 1991, as amended, if amended. Customer hereby enrolls all Licensed Capacity of the Products in BMC's maintenance, enhancement and support plan indicated above and further described at http://www.bmc.com/support/review-policies ("**Support**") during the Term. BMC will not materially degrade the terms located at such link during the Term of this Order. Customer may not terminate or cancel Support during the Term.

3.2. **On-Premise Subscriptions listed in Table 1.2**. BMC's provision of the On-Premise Subscriptions (hereinafter referred to as "**Products**") under this Order is governed by the SOFTWARE LICENSE AGREEMENT (BMC No.) dated June 12, 1991, as amended, if amended. BMC's maintenance, enhancement and support plan, as further described at http://www.bmc.com/support/review-policies ("**Support**"), is included in the Fee for the Products during the Term. BMC will not materially degrade the terms located at such link during the Term of this Order. This Order is non-cancelable during the Term. If this Order expires or terminates for any reason, Customer's right to use the Products terminates and Customer must immediately de-install the Products, destroy the media and all documentation associated with such Products, and, if requested by BMC, certify its destruction in writing.

4. **USAGE REPORTS**. If requested by BMC, and not more than once a year, Customer agrees to deliver to BMC, within 30 days of such request, as specified by BMC (a) periodic Product usage reports generated from specific Products, (b) third party usage reports related to the Products (*e.g.,* SCRT reports) and (c) written periodic Product usage reports, to be provided solely when the Product does not generate reports (together, "**Reports**"). If Customer is found to have exceeded its Licensed Capacity for a Product based on such reports, then Customer agrees to pay the applicable fees for the additional capacity through the end of the Term upon receipt of an invoice from BMC.

5. **DATA PROTECTION**. Customer will not provide BMC with the personal data of European Union residents as part of the BMC Offerings under this Order. If Customer does provide such personal data to BMC, BMC will process such personal data in accordance with the terms in effect as of the Order Date provided at https://www.bmc.com/content/dam/bmc/corporate/bmcdpa.pdf and when such terms are updated BMC will maintain the archived versions at https://www.bmc.com/legal/bmcdpa.html, unless the parties have a signed Data Processing Agreement in place.

6. **MISCELLANEOUS.** The Product performance warranty applies only to Products licensed by Customer for the first time. The BMC Offerings are accepted on the date BMC delivers the BMC Offerings to the Customer either physically or by providing access codes for electronic download, whichever occurs first, however, such acceptance will not affect the performance warranty provided in the Agreement. The BMC Offerings may contain hyperlinks to websites controlled by parties other than BMC. BMC is not responsible for and does not endorse the content or accept any responsibility for Customer's use of these websites. Customer should refer to the policies posted by other websites regarding data privacy and other topics before using them. In the event of any inconsistency or conflict between this Order and the Agreement, this Order will control. Any additional or conflicting terms of Customer's purchase order are rejected by BMC. Neither party may terminate or cancel this Order for its convenience.

7. **ENTIRE AGREEMENT AND MODIFICATIONS**. The parties acknowledge they have read this Order and agree that it is the complete and exclusive statement of the agreement between the parties relating to the subject matter of this Order. This Order may not be modified or rescinded except in writing signed by both parties. Customer authorizes BMC to issue the appropriate invoice upon BMC's receipt of either the executed Quote or a purchase order referencing the Quote and will pay the invoice without the issuance of any other document.

ATTACHMENTS INCORPORATED INTO ORDER

Attachment A – Additional Terms
Attachment B – Renewed Asset Details

CUSTOMER INFORMATION	**BILL TO INFORMATION**
DuPage County Data Processing 421 N County Farm Rd Lower Level Wheaton, IL 60187 USA Shanita Thompson shanita.thompson@dupageco.org	DuPage County Data Processing 421 N County Farm Rd Wheaton, IL 60187 USA Shanita Thompson shanita.thompson@dupageco.org

SECURITY AND DATA PROTECTION NOTIFICATION

Customer has assigned the following contact for receipt of security and/or data protection notification from BMC.	
Generic E-mail Address (ex: privacy@company.com):	Shanita Thompson shanita.thompson@dupageco.org

RENEWAL CONTACT INFORMATION

Customer has assigned the following contact for activation or operational issues that may arise.	
Renewal Contact Name:	Shanita Thompson
Renewal Contact E-mail:	shanita.thompson@dupageco.org

To accept this offer and complete a purchase: Sign and submit this document to BMC Software, Inc., OR submit an executed purchase order, to BMC Software, Inc. referencing Quote #: 00760863.0, with this Quote attached. The party executing below warrants and represents that a duly authorized representative of such party has executed this Order and this Order constitutes the legal, valid and binding obligation of such party. Where a party has executed this Order using an electronic or digital signature, such party warrants and represents that the signature is legally binding and satisfies all legal requirements.

(Customer) DuPage County Data Processing

By: _____

Name: _____

Title: _____

Date: _____

A. **GENERAL DEFINITIONS**: The following definitions apply to the Order and this Attachment A.

"**Computer**" or "**Server**" has the meaning generally given within the computer industry, which is a single machine, whether a central processing unit, such as a mainframe machine, or a distributed systems machine, such as a Unix or Intel based server. A mainframe machine would be an individual mainframe computer having single or multiple processors or engines. For purposes of distributed systems machines a Computer or Server may be physical or virtual.

"**Documentation**" means the technical publications relating to the software, such as release notes, license entitlement descriptions, reference, user, installation, systems administrator and technical guidelines, included with the Product.

"**Enterprise**" is the environment consisting of all hardware owned or leased by a Customer, or by a Client respectively, in the Territory.

"**Licensed Capacity**" is the amount of each Product licensed as established in the Order. For licenses based on the power of a computer, Customer agrees to use BMC's then current computer classification scheme, which will be provided upon request.

B. **UNITS OF MEASURE**. The following units of measure apply to certain Products.

UNIT OF MEASURE	UNIT OF MEASURE DEFINITION
per installed server	A license is required for each Server (with a Classification at the appropriate Tier level, if applicable) upon which the Product or any of its components is installed.
per MIPS	A license is required for the total aggregate number of MIPS for each Computer, including all Computers coupled in a parallel Sysplex environment, upon which the Product is installed, or which is managed or monitored by the Product. MIPS Rating is the aggregate computing power (expressed in millions of instructions per second) of a Computer, using the MIPS rating set forth in the then current Gartner Group Rating Guide. Computer-specific passwords will be issued for the Product.

ATTACHMENT B
Renewed Asset Details

The table(s) below set forth in further detail the renewed assets in this Order.

Renewed Asset Details for Perpetual Licenses listed in Table 1.1

Asset Number	SCID	Product Number	Asset Name	Number of Units	Term	Install Address
496118	129797	LPVRU.0.0.00	BMC AMI Recovery for VSAM	1	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Lower Level Wheaton IL 60187-2552 USA

Renewed Asset Details for On-Premise Subscriptions listed in Table 1.2

Asset Number	SCID	Product Number	Asset Name	Number of Units	Term	Install Address
2888642	601529	LPH02.0.0.00	BMC AMI Ops Automation for CICS	50	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Wheaton IL 60187 USA
2888645	601529	LPH04.0.0.00	BMC AMI Ops Automation for z/OS	50	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Wheaton IL 60187 USA
2888641	601529	LPH59.0.0.00	BMC AMI Ops Monitor for CICS	50	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Wheaton IL 60187 USA
2888648	601529	LPH05.0.0.00	BMC AMI Ops Monitor for CMF	50	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Wheaton IL 60187 USA
2888644	601529	LPBFX.0.0.00	BMC AMI Ops Monitor for IP	50	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Wheaton IL 60187 USA
2888647	601529	LPH9G.0.0.00	BMC AMI Ops Monitor for Unix Systems Services (USS)	50	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Wheaton IL 60187 USA
2888646	601529	LPH63.0.0.00	BMC AMI Ops Monitor for z/OS	50	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Wheaton IL 60187 USA
2888650	601529	LPBEW.0.0.00	BMC AMI Ops SYSPROG Services	50	1-MAR-2024 to 28-FEB-2025	421 N County Farm Rd Wheaton IL 60187 USA