

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
Computer Associates International, Inc.**

THIS AGREEMENT, entered into this 31st day of March, 2004, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Computer Associates International, Inc. hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that certain software be licensed and supported by Contractor;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1: Exhibits.

The following documents are attached hereto and incorporated by reference herein:

- Computer Associates License Agreement
- Computer Associates Order Form
- Addendum to Order Form including the following exhibits:
 - Exhibit A—Licensed Programs
 - Exhibit B—Licensee Site
 - Exhibit C—Distributed Licensed Program

2. Services to be performed by Contractor.

CA: *[Signature]*
3/5/04

In consideration of the payments set forth in the Contractor's licensing documents (the License Agreement, Order Form and Addendum to Order Form, hereinafter collectively referred to as the "License Agreement"), Contractor shall license to the County, the right to use certain of Contractor's proprietary software (the "Licensed Programs") in accordance with the terms, conditions and specifications set forth herein together with the License Agreement, Order Form and Addendum to Order Form with Exhibits "A", "B" and "C" entitled Computer Associates License Agreement, Computer Associates Order Form and Addendum to Order Form respectively, attached hereto and incorporated by reference herein, for the County of San Mateo.

3. Payments.

In consideration of the terms contained in the License Agreement, County shall make payment to Contractor in the manner specified herein and in the Addendum to Order Form. . The parties agree that the License Fee (as defined in the Addendum to Order Form) due hereunder shall not exceed Seven Hundred Forty Six Thousand Seven Hundred Twenty Two Dollars and no cents: \$746,722 inclusive of applicable taxes. Notwithstanding the foregoing, in the event the applicable tax under this Agreement exceeds 8.25%, the County of San Mateo understands and agrees that it shall be liable for any applicable sales tax in accordance with the then current tax rate.

4. Term and Termination.

The term of this Agreement shall commence on March 31, 2004 and shall end March 30, 2007 (the "Term"), unless extended in writing by mutual agreement of the parties.

5. Availability of Funds.

PH
3/5/04

The County represents that it is a government agency or instrumentality, and that the County has obtained all requisite approvals and authority to enter into and perform its obligations hereunder, including, without limitation, the obligation to make the initial payment or payments required to be made hereunder on the date or dates upon which such initial payment or payments may become due during the County's current fiscal year. With respect to any subsequent payment which may be required to be made hereunder in any subsequent fiscal year of the County, the parties acknowledge that the County's authority to make such subsequent payment may be contingent upon appropriation to the County by relevant government agencies or legislative authorities of funds sufficient for such purpose. If such additional sufficient funds are not so appropriated to the County, either Contractor or the County may terminate this license as of the first day of the applicable subsequent fiscal year of the County with respect to which such sufficient funds are not made available. The County agrees (a) not to effect such termination for the purpose of replacing the Licensed Program(s) with an equivalent product or products supplied by others and (b) to use its best efforts to obtain such sufficient funds by taking all appropriate action to effect the appropriation of such additional sufficient funds. Upon such termination, the County shall immediately cease all use of the Licensed Programs and return to Contractor all copies of the Licensed Program and all related documentation and continue to abide by the provisions of the License Agreement relating to the confidentiality thereof.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

8. Assignability and Subcontracting.

In connection with any proposed assignment by Contractor of its rights and obligations hereunder to a successor company that purchases the line of Contractor's business to which the Licensed Programs licensed hereunder relates, such successor shall be (a) required to assume all of Contractor's obligations hereunder, (b) financially and technically capable of performing all of CA's obligations hereunder and (c) in compliance with all applicable regulatory requirements under law. In the event of assignment of this license by Contractor, Contractor shall provide Licensee with written notice to County.

County may not assign this License, the use of any Licensed Programs, or its rights and obligations under this Agreement without the prior written consent of CA.

9. Insurance.

PLA
3/5/04

During the Term, Contractor agrees to the insurance requirements under this paragraph, and that such insurance will be maintained. Prior to the commencement of the Term hereof, and additionally upon written request, the Contractor shall furnish the County Manager with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County Manager of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and it will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by Contractor. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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3/5/04

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately request, and Contractor shall provide proof of adequate insurance required under this section. Failure to provide such proof of adequate insurance within a reasonable amount of time after written notice to Contractor, shall give rise to the County's right to terminate for breach. Any such termination shall be subject to the following: (A) All financial obligations of the County under this Agreement and the License Agreement, including, without limitation, any payment obligations outstanding on the effective date hereof, shall continue to be valid and enforceable obligations hereunder; and (B) the County shall continue to abide by the provisions of the License Agreement relating to the confidentiality of the Licensed Programs and the County shall stop all use of the Licensed Programs, delete all copies thereof from all computer libraries and storage devices and return the Licensed Programs and all related documentation to Contractor or certify that the same have been destroyed.

10. Compliance with laws; Payment of Permits/Licenses.

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In performing the services described in the License Agreement, Contractor will comply with all applicable federal and state laws and regulations, and county ordinances.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

Contractor understands and agrees that it may be required to comply with the Health Insurance Portability and Accountability Act of 1996 (the "Act") and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under said Act. If Contractor is deemed to be a Business Associate pursuant to the Act, Contractor agrees to comply with the applicable provisions of the Act, from and after April 14, 2003, and to execute any mutually acceptable documents, including a Business Associate Agreement, from that date forward, which confirms Contractor's agreement to comply with such provisions. If Contractor is determined to be a Business Associate of the County, Contractor understands and agrees that failure of Contractor or its employees, agents, and subcontractors to comply with the Act or to execute a Business Associate Agreement when requested by the County shall be a material breach of this Agreement and shall permit the County to immediately terminate this Agreement, provided that such breach shall not have been cured by Contractor within a reasonable time of notice.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

- A. *Section 504 applies only to Contractor's who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

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3/5/04

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment -statistics solely with respect to compliance with this paragraph at the County's sole expense and in such a manner as to not unreasonably interfere with Contractor's business.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records, Right to Monitor and Audit.

Contractor shall maintain all required written records pursuant to this Agreement for at least three (3) years after expiration of the Term, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California as may be required under applicable law.

Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California. (a) County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the county, a Federal grantor agency and the State of California (b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County (c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

13. Merger Clause and Conflicts.

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3/5/04

This Agreement, including License Agreement, Order Form, and Addendum to Order Form with Exhibits "A", "B" and "C" attached hereto constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in the "License Agreement", the terms, conditions, or specifications set forth herein shall prevail.

Any conflict among this Agreement, Computer Associates' License Agreement, Computer Associates' Order Form, and Addendum to Order Form, shall be resolved according to the following order of precedence: (1) this Agreement; (2) Addendum to Order Form; (3) Computer Associates' Order Form; (4) Computer Associates' License Agreement.

14. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

**Information Services Department
455 County Center, Third Floor
Redwood City, CA 94063
Attn: Chris Flatmoe, CIO/Director**

**In the case of Contractor, to:
Computer Associates International, Inc.
One Computer Associates Plaza
Islandia, NY 11749
Attention: Legal Department**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

DA
3/5/04

COUNTY OF SAN MATEO


By: _____
Mark Church, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Computer Associates International Inc.



Contractor's Signature

PATRICK HOFSTETTER, MANAGER, CONTRACTS

Date: 3/5/04

Revised 6/03
Long Form Agreement/Non Business Associate

LICENSE AGREEMENT

Computer Associates International, Inc. One Computer Associates Plaza, Islandia, NY 11749 (631) 342-5224 FAX (631) 342-5329

This License Agreement between San Mateo County
("Licensee") located at 455 County Center, Redwood City, CA 94063 and Computer Associates International Inc.
("CA") covers Program Products to be licensed by Licensee pursuant to Order Forms which may be submitted and accepted from
time to time.

When CA accepts an Order Form, Licensee will have, subject to the terms and conditions of this Agreement, a nontransferable and nonexclusive license to use the Program Product(s), optional features, if any, and related materials (collectively the "Licensed Program") described in the Order Form(s) referencing this Agreement. This Agreement applies to all program code, documentation, training materials, and enhancements embodying or related to the Licensed Program and any subsequent versions or releases of the Licensed Program which may be delivered to Licensee and the definition of Licensed Program includes all such code, documentation, materials and enhancements.

USE OF LICENSED PROGRAM

This Agreement authorizes Licensee to use the Licensed Program(s), covered by Order Form(s) accepted by CA, only with the Designated CPU(s) of Licensee at the installation site of Licensee identified on the Order Form and only for the internal operations of Licensee and for the processing of its own data.

TITLE, CONFIDENTIALITY AND RESTRICTIONS

Title to the Licensed Program remains with CA, and the Licensed Program is a trade secret and the proprietary property of CA. Licensee and its employees will keep the Licensed Program strictly confidential, and Licensee will not disclose or otherwise distribute the Licensed Program to anyone other than Licensee's authorized employees. Licensee will not remove or destroy any proprietary markings of CA. Licensee will not permit anyone except its authorized employees to have access to the Licensed Program. Except for archive purposes, Licensee will not make or permit others to make copies of or reproduce any part of the Licensed Program in any form without the prior written consent of CA. In no event will Licensee decompile, disassemble or otherwise reverse engineer any Licensed Program.

If Licensee moves its computer installation, the Licensed Program can be transferred to the new location for use on the Designated CPU(s) without a relocation charge to Licensee, but Licensee must give prior written notice to CA of such move and confirm to CA that the old computer installation has been closed. If Licensee desires, subject to obtaining CA's prior written consent, to operate the Licensed Program subsequent to a change of control of Licensee or other than with the Designated CPU(s) or other than at Licensee's installation site identified on the Order Form, Licensee will be required to pay to CA the then applicable upgrade, supplemental, transfer or replacement fees of CA. In no event can the Licensed Program be transferred outside of country boundaries.

If this Agreement should terminate for any reason, Licensee shall certify in writing to CA that all copies or partial copies of the Licensed Program have been either returned to CA or otherwise destroyed and deleted from any computer libraries or storage devices and are no longer in use by Licensee.

ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement, including the reverse side of this Agreement, the Order Form(s) and any other exhibits attached to this Agreement, represents the entire agreement between CA and Licensee with respect to the Licensed Program, and CA and Licensee agree that all other agreements, proposals, purchase orders, representations and other understandings concerning the Licensed Program, whether oral or written, between the parties are superseded in their entirety by this Agreement. No alteration or modifications of this Agreement will be valid unless made in writing and signed by the parties. No attachment, supplement or exhibit to this Agreement shall be valid unless initialed by an authorized signatory of CA.

(See Next Page For Additional Important Provisions)

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By: _____

(Authorized Signature)

PATRICK HOFSTETTER, MANAGER, CONTRACTS

Name of Person Signing

3/5/04

Date

1459465

License Agreement No.

LICENSEE San Mateo County

By: _____

(Authorized Signature)

Type or Print Name of Person Signing

Title

Date

LIMITED WARRANTY

CA warrants that it can grant the license described in this Agreement and the Order Form(s) and CA will defend or, at its option, settle any action at law against Licensee based upon a claim that Licensee's use of the Licensed Program in accordance with this Agreement infringes any patent, copyright or other intellectual property right of any third party. CA also represents that the Licensed Program will operate according to the specifications published by CA for the Licensed Program. If it is determined that the Licensed Program does not operate according to such specifications, CA's only responsibility will be to use its best efforts, consistent with industry standards, to cure the defect.

Any warranties made by CA (other than that of non-infringement) will extend and be in effect only for the period that Licensee is entitled to use the Licensed Program and for which Licensee shall have paid the Usage and Maintenance Fee, if applicable. With respect to hardware equipment supplied by CA, CA will, upon request, assign to Licensee any warranties which may be made by the original manufacturer of such hardware equipment.

In the event that Licensee makes any changes or modifications to the Licensed Program, Licensee agrees that such changes and modifications shall be the property of CA, unless CA shall have given its prior written consent to the contrary. Furthermore, any such changes or modifications made by Licensee to a Licensed Program will mean that the foregoing limited warranty of CA with respect to such Licensed Program shall no longer apply, and CA shall have the right to charge Licensee for additional support services at CA's then prevailing service rate, but CA shall have no obligation to provide such services.

WARRANTY AND LIABILITY LIMITATIONS

EXCEPT AS SET FORTH ABOVE, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY CA AND CA MAKES NO WARRANTIES WITH RESPECT TO ANY HARDWARE EQUIPMENT WHICH CA MAY SUPPLY TOGETHER WITH THE LICENSED PROGRAM OR FOR THE IMPLEMENTATION THEREOF. IN NO EVENT WILL CA BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY LOSS, INCLUDING TIME, MONEY, GOODWILL AND CONSEQUENTIAL DAMAGES, WHICH MAY ARISE FROM THE USE, OPERATION OR MODIFICATION OF THE LICENSED PROGRAM.

DISASTER RECOVERY

In the event that Licensee certifies in writing to CA that it has a bona fide disaster recovery plan with respect to the computer software programs used in its operations, Licensee may make one copy of the Licensed Program for archival purposes and use such archival copy on a CPU other than the Designated CPU or at an installation site other than that identified on the Order Form, such other CPU or installation site to be owned or controlled by Licensee. The use of such archival copy shall be limited (a) for the purpose of conducting limited testing of the disaster recovery plan's procedures and effectiveness (which testing shall not exceed one week in any three month period) and (b) during any period subsequent to the occurrence of an actual disaster during which the Licensee cannot operate the Licensed Program on the Designated CPU or at the installation site identified on the Order Form. Licensee agrees to furnish such further documentation with respect to its disaster recovery plan and procedures as CA may request from time to time.

ASSIGNMENT

Licensee may not assign this Agreement, the use of any Licensed Program or its rights and obligations under this Agreement without the prior written consent of CA. CA, however, may assign this Agreement to any third party, provided that such party assumes the obligations of CA under this Agreement. CA may also assign its right to payment under this Agreement or grant a security interest in this Agreement or such payment right to any third party without requiring that such third party be liable for the obligations of CA under this Agreement.

ESCROW OF SOURCE CODE

CA has deposited a copy of the source code of the Licensed Program with Mendelsohn, Kary, Bell & Natoli, 1633 Broadway, New York, NY 10019. Such source code will be updated with each new release of the Licensed Program which will also be deposited with the escrow agent. Such copies of the source code will be held in escrow and in the event of a final adjudication of CA as bankrupt, Licensee will, upon payment of the duplication cost and other handling charges of the escrow agent, be entitled to obtain a copy of such source code from the escrow agent. Licensee will, however, only use such copy of the source code internally to support the Licensed Program. The escrow agent's only responsibility will be to use its good faith efforts to cause a copy of the source code, in the form as delivered by CA, to be delivered to Licensee at the appropriate time.

TAXES AND DUTIES

The amounts set forth on any Order Form are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency including, without limitation, federal, state and local sales, use, value added and personal property taxes, and Licensee agrees to pay any such tariffs, duties or taxes (other than franchise and income taxes for which CA is responsible) upon presentation of invoices by CA. Any claimed exemption from such tariffs, duties or taxes must be supported by proper documentary evidence delivered to CA.

BREACH AND TERMINATION

If Licensee breaches any term of this Agreement or any Order Form or fails to pay when due any valid invoice rendered by CA, or if the Licensee becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against Licensee, CA shall have the right to terminate this Agreement immediately and, in addition to all other rights of CA, all amounts which would have become due and payable under this Agreement and any Order Form will immediately become due and payable to CA. Any invoice which is unpaid by Licensee when due shall be subject to an interest charge of 2% per month or part thereof plus such late payment charge as CA may reasonably require to cover its additional costs of administration and collection.

DA
3/5/04

ORDER FORM

Computer Associates International, Inc., One Computer Associates Plaza, Islandia, NY 11749 tel: +1 631 342 6000 fax: +1 631 342 6800

Licensee Name And Address: San Mateo County
455 County Center, Redwood City, CA 94063

License Agreement No.: 1459465 If Tax Exempt, Number: _____ (attach certificate)

Installation/Service Site Location: (If different from above) _____

Installation/Service Site I.D. No.: 101224 Licensee P.O. No.: (If Required) _____

Licensee Technical Contact Name: Leon Rich Email: lrich@co.sanmateo.ca.us Phone: (650) 363-7800

Licensee Billing Address: (If different from above) _____

Licensee Billing Contact Person: (If different from above) Accounts Payable Phone: (650) 363-4000

Licensee Shipping Address: (If different from above) _____

Licensee Shipping Contact Person: same as technical contact Phone: _____

CA Supplement No. To be completed by Sales Accounting	Licensed Program and Use Limitation(s)	Designated CPU(s) or Server(s)				Initial Invoice Amount (Net Of Taxes)
		Manufacturer	Model	Operating System	CPU Serial No. (Mainframe Only)	
	* See attached addendum					* See attached addendum

Effective Date of this Order: March 31, 2004

 Month Day Year


- O1: A single payment in the amount of \$
- O2: Two equal annual payments in the amount of \$
- O3: Three equal annual payments in the amount of \$
- P0: A single payment in the amount of \$
- P1: A single payment in the amount of \$
- P2: Two equal annual payments in the amount of \$
- P3: Three equal annual payments in the amount of \$
- H0: A single payment in the amount of \$
- H1: A single payment in the amount of \$
- H2: Two equal annual payments in the amount of \$
- H3: Three equal annual payments in the amount of \$

- G0: A single payment in the amount of \$ _____ for:
 - Upgrade to above Designated Mainframe CPU from:

Mfr.	Model	Op. Sys.	Serial No.
 - Upgrade to above Designated Server from:

Mfr.	Model	Op. Sys.	Tier
 - Maintenance Reinstatement through _____
 Month Day Year
 - Other (attach description)
- Change of Pay Option to that specified herein from a Pay Option for the following Licensed Programs:

(See next page for a description of each Pay Option and for additional important provisions.)

Computer Associates International, Inc.
 By: 
 (Authorized Signature)
PATRICK HOFSTETTER, MANAGER, CONTRACTS
 Type or Print Name and Title of Person Signing
3/5/04
 Date

Licensee San Mateo County
 By: _____
 (Authorized Signature)

 Type or Print Name and Title of Person Signing

 Date

PAY OPTION PLAN DESCRIPTIONS

O1: A one-time fee ("OTF") inclusive of usage and maintenance of the Licensed Program as provided herein for a one-year period. Thereafter, continued usage and maintenance as provided herein will be subject to annual payment of CA's usage and maintenance fee ("UMF") equal to CA's then prevailing OTF, multiplied by CA's then prevailing UMF rate applicable to the Licensed Program.

O2: Two equal annual payments inclusive of usage and maintenance of the Licensed Program as provided herein for a two-year period. Thereafter, continued usage and maintenance as provided herein will be subject to annual payment of CA's then prevailing UMF.

O3: Three equal annual payments inclusive of usage and maintenance of the Licensed Program as provided herein for a three-year period. Thereafter, continued usage and maintenance as provided herein will be subject to annual payment of CA's then prevailing UMF.

P0: An OTF inclusive of usage of the Licensed Program as provided herein for an indefinite period. No maintenance or enhancement services will be provided.

P1: An OTF inclusive of usage of the Licensed Program as provided herein for an indefinite period, as well as maintenance of the Licensed Program for a one-year period. Thereafter, continued usage as provided herein shall not require further payment, but continued maintenance shall be subject to annual payment of a maintenance fee ("MF") equal to CA's then prevailing P0 OTF, multiplied by CA's then prevailing MF rate applicable to the Licensed Program.

P2: Two equal annual payments for usage of the Licensed Program as provided herein for an indefinite period, as well as maintenance of the Licensed Program for a two-year period. Thereafter, continued usage as provided herein shall not require further payment, but continued maintenance shall be subject to annual payment of CA's then prevailing MF.

P3: Three equal annual payments for usage of the Licensed Program as provided herein for an indefinite period, as well as maintenance of the Licensed Program for a three-year period. Thereafter, continued usage as provided herein shall not require further payment, but continued maintenance shall be subject to annual payment of CA's then prevailing MF.

H0: A single payment inclusive of usage and maintenance of the Licensed Program as provided herein for a one-month period. Thereafter, this license will be renewed on the same terms and conditions, but subject to payment of CA's then prevailing H0 license fee.

H1: A single payment inclusive of usage and maintenance of the Licensed Program as provided herein for a one-year period. Thereafter, this license will be renewed on the same terms and conditions, but subject to payment of CA's then prevailing H1 license fee.

H2: Two equal annual payments, inclusive of usage and maintenance of the Licensed Program as provided herein for a two-year period. Thereafter, this license will be renewed on the same terms and conditions, but subject to payment of CA's then prevailing H2 license fee.

H3: Three equal annual payments, inclusive of usage and maintenance of the Licensed Program as provided herein for a three-year period. Thereafter, this license will be renewed on the same terms and conditions, but subject to payment of CA's then prevailing H3 license fee.

G0: A single payment for a limited purpose as described herein without effecting any change in any existing license, except as specifically provided herein.

RENEWALS

All renewals are automatic unless, at least thirty days prior to expiration of the current term, either Licensee or CA gives written notice to the other party of its intention not to renew. If the applicable renewal fee (under an "O" or "P" Pay Option) is not paid, reinstatement shall be subject to a charge equal to 150% of the then prevailing renewal fee, multiplied by the number of whole and partial years since such expiration.

SCHEDULE OF TERMS

Unless otherwise indicated, license fees and renewal fees are specific to the usage and maintenance of the Licensed Program as expressly authorized by CA in writing. The right to use or benefit from the Licensed Program extends to any majority-owned subsidiary of Licensee provided such subsidiary agrees to comply with the terms of the referenced License Agreement and this Order Form. Unless the parties agree otherwise in writing, use of the Licensed Program is restricted to the internal operations of the Licensee and any such subsidiary for the processing of their own data. Any proposed change in any of the foregoing, including use of the Licensed Program following a change of control of Licensee or of Licensee's business, shall be subject to CA's prior written consent and payment of all applicable fees. Licensee shall furnish to CA such documentation and access to its facilities as CA may request from time to time to verify compliance with the provisions hereof. All fees and charges are payable upon Licensee's receipt of invoice. The terms of the license granted hereunder are personal to Licensee and are highly confidential. Licensee shall not disclose any of such terms (including those relating to pricing and authorized use) to any person or entity other than Licensee's employees, auditors, and attorneys who have a need to know such information in connection with their performance of services for Licensee. Any invoice that is unpaid by Licensee when due shall be subject to an interest charge calculated at the highest applicable legal rate. The Licensed Program shall be shipped to Licensee F.O.B. Point of Shipment. Licensee shall observe all relevant import and export laws and regulations, including but not limited to the regulations of the Office of Export Administration of the US Department of Commerce. This agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its choice of law provisions. Any dispute hereunder shall be determined by a court of competent jurisdiction within the State of New York. All notices, invoices and other communications hereunder shall be delivered to Licensee and CA at their respective addresses set forth in this Order Form, unless changed by similar notice.

UPGRADE

Licensee's use of the Licensed Program may be expanded beyond that authorized herein upon prior written notice to CA and payment of CA's applicable fees. The current expiration date shall still apply after such upgrade. All applicable upgrade fees and adjustments to the license fees and applicable UMF or MF for an upgraded license shall be determined in accordance with CA's then prevailing policy and prices.

INCORPORATED LICENSE AGREEMENT AND ORDER OF PRECEDENCE

The terms and conditions of the License Agreement referenced by this Order Form shall apply to this Order Form. Any conflict among the provisions of this Order Form, an addendum hereto, the License Agreement and/or an addendum to the License Agreement, shall be resolved according to the following order of precedence: (1) addendum to this Order Form; (2) this Order Form; (3) addendum to the License Agreement; (4) the License Agreement.

REFERENCE CLIENT

At CA's request, Licensee will serve as a reference with respect to the Licensed Program and the form of licensing provided for herein by meeting or conferring with at least four (4) CA clients during each year of the initial term of this license, provided that CA gives Licensee reasonable prior notice of each reference request and that each meeting or conference is scheduled during Licensee's normal business hours.

PA
3/5/04

**ADDENDUM
TO
ORDER FORM
OF
SAN MATEO COUNTY ("LICENSEE")
AND
COMPUTER ASSOCIATES INTERNATIONAL, INC. ("CA")**

The attached Order Form and the referenced License Agreement are amended to add the following provisions with respect to Licensee's use of the programs listed in Exhibit "A" and Exhibit "C", (the "Licensed Programs"). The Order Form, License Agreement and this Addendum are referred to collectively as the "MIPS Based License." In the event of any conflict between the terms of this MIPS Based License Addendum and those of either the Order Form or the referenced License Agreement, the terms of this Addendum shall prevail. Capitalized terms used herein without definition are used as defined in the attached Order Form and the referenced License Agreement.

1. Definitions.

- (a) The "Licensee" shall mean San Mateo County. No other third person shall be or be deemed to be entitled to the use or benefit of the Licensed Programs at the Licensee Site.
- (b) The "Licensee Site" shall mean the data center site identified on Exhibit "B" to this Addendum which Licensee represents is owned, operated or controlled by Licensee.
- (c) "MIPS Capacity" 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 Licensee Site, 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.

2. License Fee. The initial License Fee, inclusive of usage and maintenance of the Licensed Programs specified in Exhibit A and Exhibit C, beginning March 30, 2004 through the period expiring on March 30, 2007 (the "Term") is \$689,812 exclusive of applicable taxes, payable as follows:

<u>Amount Due</u>	<u>Date Due</u>
\$ 181,586	March 31, 2004
\$ 254,113	March 31, 2005
\$ 254,113	March 31, 2006

The parties agree that the initial License Fee due hereunder shall not exceed \$746,722 inclusive of applicable taxes. Notwithstanding the foregoing, in the event the applicable tax under this agreement exceeds 8.25%, Licensee understands and agrees that it shall be liable for any applicable sales tax in accordance with the then current tax rate.


Beginning March 31, 2007, continued usage of CA-DocView/Web, as set forth in Exhibit "C" shall not require further payment, however continued annual maintenance shall be subject to Licensee's payment of CA's then prevailing annual maintenance fee. In the event Licensee elects to cancel maintenance, subsequent reinstatement shall be subject to CA's then prevailing reinstatement policies. Continued usage of the Licensed Programs listed in Exhibit "A" shall be in accordance with paragraph 9. below.

3. New Products. In the event CA develops a new generation or variation of a Licensed Program during the Term hereof, whether such New Product is intended for use with an operating system not yet developed or with a new release of an operating system specified herein then, upon CA's receipt of Licensee's written request and without additional charge, such New Product shall be added to this License for use by Licensee as provided herein during the Term, even if CA then determines to charge a separate license fee for the New Product to CA's other licensees.
4. Authorized Use. The Licensed Programs may be used only by and for the benefit, and to process exclusively the data, of Licensee at the Licensee Site, provided that the MIPS Capacity for the Licensed Programs set forth on Exhibit "A" does not exceed either: (a) 100 MIPS, if Licensee installs the Licensed Programs on an IBM 3000 H50, or (b) 90 MIPS, if Licensee installs the Licensed Programs on any other CPU (the "Licensed MIPS Capacity"). Any increase in Licensed MIPS Capacity shall be subject to paragraph 5 hereof.

Use of CA-DocView/Web shall be in accordance with the authorized Use limitation set forth in Exhibit "C". Use of CA-DocView/Web in excess of such Use Limitation shall be subject to CA's then prevailing additional fees.

5. Supplemental License Fee. Licensee may increase the Licensed MIPS Capacity during the Term upon prior written notice to CA and payment of CA's Supplemental License Fee and an annual UMF, each calculated using CA's then prevailing fee schedule. In each instance, the Supplemental License Fee and initial UMF shall be billable upon Licensee giving CA notice of its desire to increase the Licensed MIPS Capacity, including by request that CA issue an authorization key for an additional or replacement CPU. Such fees shall be paid within thirty (30) days notwithstanding any installment payment schedule for the initial License Fee. The UMF shall be prorated for the year of the increase and shall be payable in full thereafter.
6. MIPS Capacity Calculation. MIPS Capacity shall be calculated by reference to CA's published schedules of the MIPS capacity of processors. In the event that any particular processor is not accounted for on CA's schedule, the manufacturer's published specification of MIPS capacity shall control. With respect only to the IBM 9672E Series of processors, the MSU standard (expressed in millions of service units), shall be multiplied by a factor of 5.4 to yield the corresponding MIPS Capacity.
7. Annual Reports; Audit. On or before each anniversary of the Effective Date of the Order Form, Licensee shall report to CA in writing the MIPS Capacity at each Licensee Site during the preceding twelve month period, listing each CPU located at, or remotely accessing, each Licensee Site by manufacturer, model, operating system, location and (except for micro processors) the serial number thereof. CA shall thereupon review such report and advise Licensee of any applicable Supplemental License Fee and annual UMF due. The parties agree that in order to verify the accuracy of Licensee's report, Licensee will, at CA's request upon reasonable notice, grant CA access to each Licensee Site, and Licensee shall provide any further information as CA may reasonably require.
8. License Termination. The MIPS Based License between San Mateo County and Computer Associates International, Inc., effective June 30, 2002 (the "Prior Agreement") is hereby terminated, replaced and superseded by this MIPS Based License, subject, however, to the obligations of Licensee (a) to pay all contracted payments which otherwise would have become due and payable, and (b) to maintain the confidentiality of the Licensed Programs and comply with the non-disclosure provisions of such Prior Agreement. Any future use of or access to the Licensed Programs by Licensee at any Licensee Site shall be controlled exclusively by the terms of the referenced License Agreement and this Order Form, including this and any other Addendum thereto.

- 9. Term and Renewal. With respect to the Licensed Programs set forth in Exhibit A, this MIPS Based License shall have a Term as provided in paragraph 2. hereof and may be renewed and extended for additional periods of a minimum of one (1) year each, subject to the parties' agreement concerning payments of license fees and usage and maintenance fees to be made during each extended term. If the parties do not agree in writing upon such payment terms prior to the expiration of the then current term, (a) the then prevailing Licensed MIPS Capacity shall be frozen without Licensee having the right to exceed the same, and (b) Licensee shall pay the annual usage and maintenance fee for the Licensed Programs based upon CA's then prevailing published fee schedule for software licensed per CPU at each distinct Licensee Site.
- 10. eSupport and Total Client Care (TCC) Programs. Licensee will be, and will remain, enrolled in CA's eSupport and TCC Programs during the Term hereof and any renewal period.
- 11. Amendment. Any amendment of this MIPS Based License must be in writing signed by the parties.
- 12. Changes to the Order Form. The Order Form is hereby amended as follows:
 - (a) The section entitled "RENEWALS" is deleted in its entirety.
 - (b) In the section entitled SCHEDULE OF TERMS:
 - i. In the eighth line after "are payable" insert "within thirty (30) days of" and delete "upon."
 - ii. In the ninth line after "confidential." insert "Except to the extent required by applicable California state law,"
 - iii. In the eleventh line after "calculated at" insert "the lesser of 2% monthly or"
 - iv. In line 14, after "...with the laws of the" delete "State of New York, without regard to its choice of law provisions" and insert "State of California." In addition, in line 15, after "...jurisdiction within the" delete "State of New York" and insert "State of California."
 - (c) In the section entitled "Incorporated License Agreement and Order of Precedence" is deleted in its entirety.
 - (d) The section entitled "Reference Client" is deleted in its entirety.
- 13. Changes to the License Agreement. The License Agreement is hereby amended by deleting the section entitled "Entire Agreement and Modifications" in its entirety. In addition, the section entitled "Assignment" is also deleted in its entirety.

COMPUTER ASSOCIATES INTERNATIONAL, INC.
 By: 
 (Authorized Signature)
PATRICK HOFSTETTER
 (Name)
MANAGER, CONTRACTS
 (Title)
3/5/04
 (Date)

SAN MATEO COUNTY
 By: _____
 (Authorized Signature)

 (Name)

 (Title)

 (Date)

EXHIBIT A

Licensed Programs	Term Expiration
Advantage CA-Datcom/DB Database (formerly Datcom DB)	March 30, 2007
Advantage CA-Datcom Database Option for CICS Services (formerly Datcom/CICS)	March 30, 2007
Advantage CA-Datcom Database Datadictionary Option (formerly Datcom/Data Dictionary)	March 30, 2007
Advantage CA-Datquery for CA-Datcom w/MFL (formerly Datcom/DataQuery w/MFL)	March 30, 2007
Advantage CA-Datcom Database SQL Option (formerly Datcom/Ext SQL)	March 30, 2007
Advantage CA-Datcom Database Transparency Option for VSAM (formerly Datcom/VSAM Transparency)	March 30, 2007
Advantage CA-Datcom Database Server Option (formerly Datcom Server)	March 30, 2007
Unicenter CA-Dispatch Output Mgmt (formerly Dispatch)	March 30, 2007
Advantage CA-Earl (formerly Earl)	March 30, 2007
Unicenter CA-11 Restart and Tracking (formerly Eleven)	March 30, 2007
Advantage CA-Easytrieve Plus Report Generator (formerly Easytrieve Plus)	March 30, 2007
Culprit (IDMS/Culprit)	March 30, 2007
Advantage CA-Ideal for CA-Datcom (formerly Ideal)	March 30, 2007
Unicenter CA-JCLCheck Utility (formerly JCLCheck)	March 30, 2007
AllFusion CA-Librarian (formerly Librarian (Base+Lib/Am+TSO))	March 30, 2007
AllFusion CA-Librarian TSO/ISPF Support (formerly Librarian TSO/SPF/ISPF Support)	March 30, 2007
BrightStor CA-1 Tape Mgmt (formerly One)	March 30, 2007
Unicenter CA-Opera (formerly Opera)	March 30, 2007
Advantage CA-Optimizer Runtime (formerly Optimizer Runtime Lib)	March 30, 2007
AllFusion CA-Panapt (formerly Pan/Apt)	March 30, 2007
Unicenter CA-7 Job Mgmt (formerly Seven)	March 30, 2007
Unicenter CA-Sort (formerly Sort)	March 30, 2007
eTrust CA-Top Secret Security (formerly Top Secret)	March 30, 2007
Advantage CA-Interrest for CICS	March 30, 2007
Advantage CA-Symdump Batch	March 30, 2007

EXHIBIT B

LICENSEE SITE

San Mateo County
455 County Center
Redwood City, CA 94063

PS

EXHIBIT C

DISTRIBUTED LICENSED PROGRAM

LICENSED PROGRAM	AUTHORIZED USE LIMITATION	HARDWARE/OS	TERM EXPIRATION
UNICENTER OUTPUT MGMT DOCUMENT VIEWER	1 User	Windows (98, 2000 or NT	March 30, 2007

CA Initials: _____

DB

Licensee Initials: _____

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Computer Associates Int.
Contact Person: Kim Day
Address: 1201 Marina Village Parkway
Alameda, Calif. 94501
Phone Number: 510-748-2430
Fax Number: 510-748-2463

II Employees

Does the Contractor have any employees? [X] Yes [] No

Does the Contractor provide benefits to spouses of employees? [X] Yes [] No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on (date) and expires on (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 24th day of May, 2002 at

California (State)

Alameda (City)

Kim Day (Signature)

Kim Day (Name (Please Print))

Employee Relations Specialist (Title)

13-2857434 (Contractor Tax Identification Number)

**SAN MATEO COUNTY
MEMORANDUM**

DATE: 3/4/04
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163
FROM: Pamela Watson
FAX: 7800 PONY: ISD120
SUBJECT: **Contract Insurance Approval**

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Computer Associates International, Inc.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:
No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: Yes

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: software licensure and support maintenance.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse
Risk Management Signature Date 3-4-04

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-001930672-01

PRODUCER

Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A CONTINENTAL CASUALTY COMPANY

COMPANY

B TRANSCONTINENTAL INSURANCE COMPANY

COMPANY

C

COMPANY

D

068972-CAS-

INSURED

COMPUTER ASSOCIATES INT'L INC.
ONE COMPUTER ASSOCIATES PLAZA
ISLANDIA, NY 11788-7000

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	2 51888046	04/01/03	04/01/04	GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY	2 51888077	04/01/03	04/01/04	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2 51888001 (A/S)	04/01/03	04/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
B		2 51888029 (AZ, OR, WI)	04/01/03	04/01/04	EL EACH ACCIDENT \$ 1,000,000
A	THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	2 47869613 (CA)	04/01/03	04/01/04	EL DISEASE-POLICY LIMIT \$ 1,000,000
					EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

San Mateo County and its officers, agents, employees and servants are included as additional insureds with respects to general liability & automobile liability coverage.

CERTIFICATE HOLDER

San Mateo County
Attn: Pam Watson

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

by: Timothy B. Ward

Timothy B. Ward

MM1(3/02)

VALID AS OF 03/04/04

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-001930811-01

PRODUCER

MARSH USA, INC.
FINPRO
1166 AVENUE OF THE AMERICAS
38TH FLOOR
NEW YORK, NY 10036

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

10716 -E&O-2001

INSURED

Computer Associates International, Inc.
One Computer Associates Plaza
Islandia, NY 11788-7000

COMPANIES AFFORDING COVERAGE

- COMPANY
A NATIONAL UNION FIRE INS. CO. OF PITTSBURG, PA
- COMPANY
B
- COMPANY
C
- COMPANY
D

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 2

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
A	Professional Liability	323-81-71	04/01/03	04/01/04	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

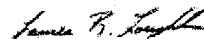
San Mateo County

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: James R. Loughlin



MM1(3/02)

VALID AS OF: 03/04/04