

Texas Department of Information Resources



**Application Portfolio Management
Pilot Software and Technical
Services**

Statement of Work

**CA Inc.
DIR-SDD-1918**

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**Statement of Work (SOW) for
Application Portfolio Management Pilot Software and Technical Services
Texas Department of Information Resources**

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1. Introduction

The terms of Contract DIR-SDD-1918, software products and related services, shall apply to this Statement of Work (SOW).

This SOW outlines the deliverables and services to be performed by CA Inc. ("CA") for DIR in implementation of a pilot of an Application Portfolio Management (APM) platform supporting seven (7) pilot agencies, including DIR, and will include use of software and services that are purpose-built for APM functions.

This document also captures the current understanding of the scope, describes the approach, and contains details of the activities and responsibilities for both parties in accordance with the deliverables and associated tasks enumerated in the SOW for Application Portfolio Management Pilot Software and Technical Services dated August 26, 2015 as mutually amended herein.

2. Project Goals

1. Implement the tools and processes needed to support APM practices for a set of approximately seven (7) pilot agencies. Projected schedule: The pilot project begins June 2015, software and technical services are acquired in August 2015, and the pilot provides recommendations by October 2016, with the potential to extend the services for the pilot agencies until a full program is implemented. Specific goals include but are not limited to:
 - a. Populate the APM with at least 80% of each pilot agency's inventory of business applications, supporting hardware and software products, and the associated resources (e.g., money, staff time, and infrastructure) required to provide operational support of those applications over their lifetime. Complete this initial data population within five (5) months of APM software installation/setup.
 - b. Pilot the APM across agencies of varying size.
 - c. Enable agencies to identify whether business applications are aligned with agency business needs and enterprise architecture (alignment of people, processes, technology), and track effective metrics to measure the cost and value proposition of business applications relative to each other within an agency (or state) portfolio.
 - d. Provide dashboard and reporting information to a range of business and information technology users in support of investment decision-making for an application's lifecycle, particularly balancing between adding features, maintaining infrastructure currency, and modernizing the platform.
 - e. Identify the level of effort required by the varied sized agencies to participate in this pilot. DIR will use this information as a benchmark basis for recommendations regarding full program implementation.
 - f. Identify viable chargeback mechanisms to support a full program service offering.
2. The Evaluation Team will review the viability of the pilot, as implemented, against the business requirements identified in this Statement of Work and legislative intent. The Evaluation Team will develop recommendations related to the continuation of a full program service offering to any state agency, with implementation of changes based on lessons learned; or closure of the program.
 - a. Identify improvements and components to retain: software, services, governance, model, etc.

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- b. Create an actionable guide, documentation standards, and templates for implementing an APM service program that can serve small, medium or large state agencies.
- c. Document the effectiveness of the pilot against the project goals and objectives.

3. Timelines

The following timeline is provided for initial planning purposes. As stated in Section 8.1 Initiate, Set Up and Architectural Oversight, DIR and CA will mutually develop a Project Schedule that will supersede this timeline. Subject to the Customer's obligations under the Customer Responsibilities section herein, CA will use reasonable commercial efforts to perform the Services in accordance with the preliminary timeline set forth below or as mutually agreed upon by the parties.

Project Activities	Estimated Start Date	Estimated End Date
Establish initial governance, best-practices, and security. Leverage to configure APM software for business application components data population.	9/1/2015	10/1/2015
Perform initial data loads and perform user acceptance testing of data configuration, confirming reporting and dashboard functions.	10/1/2015	12/31/2015
Refine configuration of relationships. Configure APM software for business application relationships and cost information.	1/1/2016	3/31/2016
Establish and configure workflows for data management.	1/1/2016	3/31/2016
Engage full range of business users for production use of the system.	1/1/2016	8/31/2017
Refine processes for engagement of business leadership and tool configuration to ensure the solution meets business needs.	4/1/2016	8/31/2016
Perform regular data load/refresh based on established processes.	1/1/2016	8/31/2017

4. Software Requirements

- 1. The software solution shall, enable the following business capabilities and directly provide the associated supporting functions.

- a. **Business Capability:** Align business applications with agency business needs.

Functions:

- i. Describe the inventory of business applications and all components
- ii. Describe the resources required to provide operational support over the lifetime of all business applications.

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1. Pre-built structure to capture relationships between financial costs (Development and operational support, hardware and software maintenance costs, etc.)
- iii. Provide workflow structure for governance of the business applications
- iv. Provide structure and processes that support how an organization ensures business applications are aligned with:
 1. Business needs
 2. Enterprise Architecture
 3. Tracking metrics that measure cost/value proposition of business applications relative to each other within an organization's portfolio, or across organizations within an enterprise
- v. Guide the investment decisions for the lifecycle of all business applications
- vi. Provide visualizations and reporting at varying levels of detail:
 1. Dashboards
 - a. Modular view of multiple chart styles and roadmap layout
 - b. Drill down capability for any chart or roadmap to show detail
 - c. Dynamic views by category of service, lifetime, priority, cost, value
 2. Dynamically generated views at various levels of abstraction of relationships based on business area, business applications, hardware and software components, and funding
 3. Roadmaps that provide visual presentation of relationships:
 - a. Business applications' relationships and dependencies
 - b. Common hardware and software components across all business applications
 - c. A business application to its supporting hardware and software components
 4. Lifecycles:
 - a. Business applications with their milestones (e.g., build, run/maintain, migrate, retire)
 - b. Hardware and software components with Original Equipment Manufacturer (OEM) support milestones (e.g., Release date, End-of-Support, End-of-Life)
 - c. Integration with a 3rd party structured catalog of vendor hardware and software product life cycles
 - d. Hardware and software components with DIR designated use milestones
 5. Interdependencies
 6. What-if analysis
 7. Ability to generate reports via on demand and/or scheduled reporting
 8. Ability to generate reports that show trends in data/information over time
- vi. Measurement of organization's application portfolio management maturity
- b. **Business Capability:** Provide data consistency for reliable review and continuous improvement of business applications.

Functions:

- i. Ability to perform business analytics using results from built-in survey tools, integrated feeds for normalized third party software and hardware data, a shared taxonomy, etc.
- ii. Integration with 3rd party external Configuration Management Database (CMDB)

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products.

- c. **Business Capability:** Identify investment requirements for business applications.

Functions:

- i. Provide tracking for:
 1. Estimation of costs to build, run, maintain
 2. Tracking and roll-up of actual costs
- ii. Measurement of relative business value and return on investment
- iii. Integration with 3rd party project portfolio management products

- d. **Business Capability:** Establish lifecycle expectations for business applications.

Functions:

- i. Identify and track application lifecycle requirements and justifications including:
 0. Creation
 1. Enhancement
 2. Modernization
 3. Retirement
 4. Dependencies
- e. **Business Capability:** Measure, report, and adjust values and expectations
- f. **Business Capability:** Enable rationalization across business, agency, and the enterprise.

Functions:

- i. Provides pre-packaged structures to enable comparison of all APM business capability components across varying levels of the organizational structure

2. The software solution shall meet the following operational requirements:

- a. Provides multi-tenancy:
 - i. Same application structure hosts multiple agencies
 - ii. Common application service provides consistent security across agencies
 - iii. Data of all common tenant agencies can be rolled up for cross-agency queries or merged reports
 - iv. Clear lines of logical separation are maintained between agency tenants supporting varying levels of access to data (e.g., access by role and group to a data strata based on agency program area, agency, or enterprise access)
- b. Backup and recovery (Software as a Service [SaaS] solutions):
 - i. All backup and disaster recovery will be provided by the SaaS vendor. Data hosted off-site is accessible 99.5% including all planned and unplanned downtime. Planned downtime must be coordinated.
 - ii. All data is backed up every 24 hours at Respondent's site. Backup information will be stored in a different location from the computer center where the hosting servers are located. If restoration of data is required, the Respondent will, upon notification, restore the data within five business days.
- c. Storage (SaaS solutions):
 - i. Content storage must be restricted to the continental United States
 - ii. DIR data under the protection of the Respondent (under its care, custody and control) must be returned to the DIR upon notice, with the data/metadata

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transferred in Comma Separated Value (CSV) file format that can be recovered for use within a Structured Query Language (SQL) compatible database environment

- d. Security:
 - i. Provide secure authentication, authorization, and access
 - ii. Provide for isolation of content and configuration based on user, groups, and agency
 - iii. Support third party directory services authentication
 - iv. Environmental Security
 - v. Physical site security
 - vi. Computer software security
 - vii. Data access and storage security
 - viii. Client/user security
 - ix. Telecommunications security, and
 - x. Network security
- e. System configuration:
 - i. Users are assigned the ability to perform configuration based on designated levels of access
 - ii. For SaaS, vendor provides base system management
- f. Installation:
 - i. Installation services are described below in section 7 Technical Services
- g. Patching services:
 - i. Patches shall be provided as part of the license and maintenance agreement Respondent performs installation and management of patches in SaaS deployments
- h. Report concurrent usage and total users for each level of access, functionality, and license type

- 3. Software to be provided as a Software as a Service (SaaS) package.

5. CA Staff Requirements

The data to be stored in this system is considered confidential and sensitive. To protect the assets of the state (data), CA will be required to ensure data protection controls comply with the requirements of Texas Administrative Code § 202, Information Security. DIR has the capability to ensure compliance through audit of the environment.

- 1. All direct participants will abide by Confidentiality provisions of the DIR Contract No. DIR-SDD-1918. Should an additional Non-Disclosure Agreement be required, CA and Texas DIR will execute one accordingly.
- 2. Designated Key Personnel may not be removed from the project without DIR's written permission, for which consent shall not be reasonably withheld.

6. Technical Services

DIR requires technical services, by CA or their agent, to install and configure the solution. DIR also requires technical support to establish and verify data import and export functions between various types of Texas agency data stores (e.g., CMDBs, standalone databases, CSV files). Technical services will include provision of best practices supporting APM governance and

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integration of those practices into the software solution, in the forms of: workflow, data classification, data normalization, relationship mapping, and implementation of cost structures (e.g., costs for application maintenance, development, and operations).

General descriptions of services include but are not limited to:

1. Install software environment
2. Configure software to meet Evaluation Team requirements
3. Establish governance model
 - a. Support gathering of Evaluation Team requirements
 - b. Correlate requirements with software vendor best practices
 - c. Document resulting governance policies and practices
4. Facilitate data structure creation
 - a. Define data model
 - b. Define data ingestion processes
 - c. Develop data integration methods and processes
5. Establish and configure multi-tenancy security model
6. Configure reports and dashboards
7. Provide DIR with ongoing reporting of time, by categories of work, indicating the levels of effort required to provide Technical Services during the engagement.

7. CA Solution Delivery Methodology

The following diagram provides an overview of the framework and the deliverable artifacts that are associated with each stage.

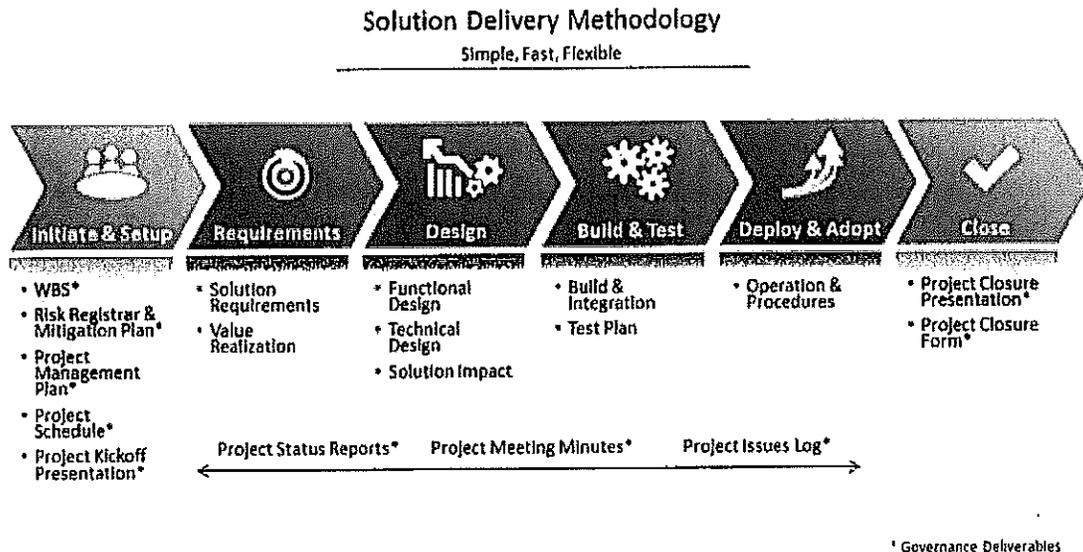


Figure 1 - Delivery Methodology Framework and Deliverables

Note: The diagram distinguishes between the work products that are associated with the project execution from Initiation through Closure and those that are associated with the documentation and delivery of the DIR's solution from Requirements through Deploy.

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8. Table of Services – Approach and Scope

The Tables below identify the approach and scope summary for delivery of the services. Collectively they represent what is in scope for this engagement. In the event of any conflicts or inconsistencies between these tables and other (Sections or Appendices) of this Scope of Work ("SOW"), these tables shall prevail. Any item not explicitly listed here is considered OUT of scope.

1. Project Stages and Activities

a. The tasks undertaken in each of the implementation stages are described below:

Stage/Tasks	Work Products
<p><u>Initiate, Set Up and Architectural Oversight</u> During the project, DIR and CA Technologies will each designate a Project Manager to serve as the principal point-of-contact for the project. The Project Managers will jointly ensure effective deployment of the solution and will address:</p> <ul style="list-style-type: none"> ▪ Establish procedures to be employed in the ongoing management of the project and a communication plan to address the protocol for generating and submitting status reports and conducting status meetings. ▪ Assign tasks and develop the project schedule using an agreed upon project tool. ▪ Plan and conduct a kickoff meeting to introduce the "project team" and stakeholders, communicate the project scope and interview/workshop schedule, and review project management plan and project schedule. ▪ Conduct weekly status meetings or calls to review progress, next steps (tasks), budgets, changes and issues. 	<p>Project Schedule</p> <ul style="list-style-type: none"> ▪ Kick-Off Meeting ▪ Project Schedule ▪ Project Budget ▪ Agreed Document Templates ▪ Project Status Reports to include ongoing reporting of time, by categories of work, indicating the levels of effort required ▪ Installation
<p><u>Requirements</u> In the Requirements stage the CA Technologies team, assisted by the DIR team, will:</p> <ul style="list-style-type: none"> ▪ Distribute and analyze a questionnaire designed to identify and describe the current PPM situation. This will provide input into the requirements design workshops. ▪ Conduct a series of interactive workshops using the software loaded into the development environment to agree detailed process and data design decisions ▪ Document the business requirements design within the overall process framework (as use-cases) 	<ul style="list-style-type: none"> ▪ Current Situation Questionnaire ▪ Current Situation Assessment ▪ Completed Requirements Workshops ▪ Documented requirements (Use cases) ▪ Document resulting governance policies and practices (Time-boxed to 16 hours)
<p><u>Design</u> In the Design stage the CA Technologies team, assisted by the DIR team, will:</p> <ul style="list-style-type: none"> ▪ Document the functional data design (data codes, values and security access settings) 	<ul style="list-style-type: none"> ▪ Functional Data Design (FDD) ▪ Data Load Templates ▪ Existing Technical Component Changes ▪ New Technical Component Specifications

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<ul style="list-style-type: none"> ▪ Complete the data load templates and collect data to be loaded into the applicable environment (configuration data codes and values, application portfolio data) ▪ Specify any required technical component changes or new development specifications (reports, portlets, workflows, interfaces) 	
<p><u>Build and Test</u> During this stage the CA Technologies team, assisted by the DIR team, will:</p> <ul style="list-style-type: none"> ▪ Perform the solution configuration in accordance with the design (process framework, use cases, component access, data settings) ▪ Create the test plan and test cases containing step-by-step instructions to test each use case defined in the requirements ▪ Update, as applicable, the design and functional data settings and any technical component specification with results of development environment configurations <p>The CA Technologies team, assisted by the DIR technical team, will configure existing technical components and develop new technical components (reports, portlets, interfaces and workflows). During the testing, the CA Technologies team will copy the development environment's configured solution into the test environment, load the test data from the completed data collection sheets and perform quality assurance by executing component and system testing, and will execute the use case tests defined in the test plan and document the test results.</p> <p>The CA Technologies team will conduct system testing prior to DIR testing of use cases, including:</p> <ul style="list-style-type: none"> ▪ Preparing or reviewing test plan, test scripts, test data, test results report ▪ Executing test plan and submitting the test results ▪ Approval of the test results report by the DIR team <p>On completion of the system testing above, the DIR team will conduct user acceptance testing and will formally accept the system on satisfactory completion, including:</p> <ul style="list-style-type: none"> ▪ Performing functional and technical testing using the use case tests defined in the test plan ▪ Reviewing and documenting use case test results <p>The CA Technologies team will provide guidance and support to the DIR team as they carry out these user testing tasks, including changes to the configuration required as a result of test error reports</p>	<ul style="list-style-type: none"> ▪ Solution Configuration to include establishment and configuration of multi-tenancy security model ▪ Test Plan/Cases ▪ Loaded Test Data ▪ Test Portlets/Dashboards ▪ Updated Functional Data Design (FDD) ▪ Updated Technical Specifications ▪ Workflows
<p><u>Deploy and Adopt</u> Prior to production rollout, the CA Technologies team will provide knowledge transfer to the DIR administrator(s) who will be responsible for the operation and maintenance of the solution. Knowledge transfer sessions specific to the DIR implementation will consist of both functional and technical administration walkthroughs of the deployed modules and configurations.</p>	<ul style="list-style-type: none"> ▪ Administrator Knowledge Transfer ▪ End User quick reference Guides (QRG) ▪ End User Briefings ▪ Production Solution ▪ Production Data Loaded

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<p>The CA Technologies team, assisted by the DIR team, will develop end-user reference guides reflecting the configuration and then support the running of the end user briefings. On completion of the end user briefings, the CA Technologies team, assisted by the DIR team, will deploy the tested solution into the production environment and to complete production functional validation.</p> <ul style="list-style-type: none"> ▪ Copy the configuration from the test environment to the production environment ▪ Prepare and review the data load templates and data content gathered earlier ▪ Perform production data load 	<ul style="list-style-type: none"> ▪ Ongoing mentoring/support model for questions/issues that arise in the Pilot of the APM solution
<p>Project Close Out During the close out stage CA Technologies and DIR will provide functional and technical on-site or remote post deployment support services to the end users At the end of this stage the CA Technologies project manager will provide the phase documentation to the DIR team and conduct a phase or project closure meeting or call.</p>	<ul style="list-style-type: none"> ▪ End User Mentoring Notes ▪ Project Close Out Report

b. In addition to the delivery approach of services listed above, the following table summarizes the scope. Both tables represent what is in scope for this engagement.

Activity	Description
Install CA PPM "On Demand"	Install solution in designated location (Test, Production).
CA Requirement and Design activities for APM	<ol style="list-style-type: none"> 1. Establish Governance model. 2. Conduct requirements gathering workshops (includes data source/ rationalization/reports output. Data model, integration) 3. Conduct design workshops – Requirements tied to best practices design
CA Configuration activities for APM	<ol style="list-style-type: none"> 1. Configure attributes to store DIR specific APM data 2. Configure Objects (Product/Application Life Cycle and Scoring) questionnaire 3. Configure Security Model 4. Configure Reports/Dashboards
Migration/Integrate/Load data sources into CA APM configuration	<ol style="list-style-type: none"> 1. Move selective Resources/Users identified by Key stake holders to new partition. 2. Move Projects identified by Key stake holders to new partition. 3. Provide automation capabilities for agencies to load excel data into CA APM configuration 4. Analysis and documentation of Data Center Services CMDB to include discussion and documentation of challenges, strategies, and data techniques relative DIR environment. This specific item is limited to a TOTAL of 12 hours.
Test configuration with data	
Move from Test to Prod	

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Post Go-Live Support	
Training	1. CA Clarity PPM 14.2: Core Components 200 Training Class
APM Knowledge Transfer	

2. Environments

Implementation of the solution will be in the following environments:

Environment	In Scope
	On Demand
Development	
Test	X
QA	
Staging	
Production	X

3. Project Scope Limits

The scope of services will be bound by the following scope limits:

Parameter	Scope Limit
CA PPM Application Portfolio Management (APM) Services	
APM Attributes	<i>Up to 55. 15 per Asset Object, 30 per Application Object, 10 per Application Relationship Object</i>
APM Objects	<i>Up to 2– Asset Object, Application Object</i>
APM Sub-objects	<i>Up to 1 – Application Relationship Sub-Object</i>
Workflows	<i>2 complexity level 2 – supporting application governance processes</i>
Portlets	<i>1 complexity level 3 3 complexity level 2 2 complexity level 1</i>
Report	<i>1 complexity level 2 report</i>

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Integration to 3 rd Party Systems	<i>Excel-based data load utility to support Business Applications, Hardware, and Software Inventory objects</i>
CMDB	<i>No integration</i>
Additional Architecture support for implementation training, mentoring, on-going support	<i>Up to 25 resources for implementation training</i>

9. Education and Knowledge Transfer

1. CA shall be responsible for developing the training materials and conducting the training of designated members of the pilot group's end users of the system. Training shall be provided as follows:

Training	Scope Limit
33CLR23560: CA Clarity PPM 14.2: Core Components 200 Training Class	In this course you will learn to navigate the application to gain familiarity with the UI and functionality, initiate and update processes to help ensure data is handled in a structured and consistent way, customize the application to help better manage and organize work, run reports to analyze information stored in the application, and create portlets and dashboards to easily access the information.
Application Portfolio Manager Onboarding Knowledge Transfer	<ul style="list-style-type: none"> ▪ Creating Applications in CA PPM / Creating Applications Inventory. ▪ Updating Applications in CA PPM / Managing Applications Inventory. ▪ Conducting periodic evaluation of the applications based on the model / process implemented. Example: Scoring, Risk evaluation etc. ▪ Viewing Reports / Exporting Data into Excel. ▪ Run CA PPM Jobs as required based on the implementation.

2. CA Education Offering: Web-Based Training (WBT)

- a. WBT Terms

Web Based Training courses are designed to be effective self-paced, computer-based courses. Simply access the training online from your office or home, saving travel time and expense.

- b. Scope of WBT

In accordance with the education services provided under the Texas DIR Contract No. DIR-SDD-1918, WBT includes the following:

- Access to courseware available via download or on CD-ROM
- Additional Virtual Labs to help reinforce course concepts

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c. Access

WBT Education Offerings Can Be Found via the CA Education Portal which can be accessed via www.ca.com

10. Project Management Scope Chart

The following chart designates the responsible party for each of the following activities:

Project Management Scope		
	CA Technologies Responsibility	DIR Responsibility
Project Setup and Initiation		
Conduct kick-off conference call with key stakeholders	✓	
Develop high-level project schedule	✓	
Develop Project Management Plan	✓	
Conduct kick-off meeting with select members of project team		✓
Ensure project setup is consistent between multiple CA projects		✓
Scope Management		
Ensure that all work is within scope of contract	✓	
Document changes to scope and execute change control process	✓	
Maintain list and status of project deliverables	✓	
Maintain Work Breakdown Structure (WBS)	✓	
Schedule Management		
Create and maintain schedule and status of deliverables	✓	
Maintain schedule as need arises	✓	
Assign resources to project schedule	✓	
Manage DIR resources in schedule		✓
Communicate impact of scheduling conflict between multiple CA projects		✓
Financial Management		
Track actual hours and expenses	✓	
Report project expenditures vs. budget	✓	
Review invoices for accuracy	✓	
Multi-project consolidated reporting		✓
Quality Management		

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Define and execute formal deliverable review process		✓
Establish DIR's project readiness		✓
Document requirements for operational readiness and incorporate into schedule		✓
Facilitate deliverable review meetings		✓

Risk and Issue Management

Track and manage product risks and issues	✓	
Track and manage technical project risks and issues	✓	
Track and manage project risks and issues		✓

Resource Management

Identify and assign properly qualified CA resources	✓	
Determine and document DIR resources required for project	✓	
Integrate DIR resources into the project schedule		✓

Communications Management

Weekly status report	✓	
Weekly status meeting	✓	
Facilitate requirements gathering meetings		✓
Facilitate design meetings		✓
Facilitate meetings for major project decisions		✓
Periodic stakeholder meeting		✓
Executive briefing		✓
Multi-project consolidated reporting		✓

Project Closure

Obtain DIR signoff upon project completion	✓	
Project closure conference call	✓	
Formal project closure meeting		✓
Facilitate "Lessons Learned" session		✓

11. DIR Responsibilities

1. DIR will provide CA Technologies remote access to the target systems in their environment.
2. DIR responsible for providing data from 3rd party systems
3. Organizational change management and adoption of the Solution into their organization.
4. Create and execute DIR communications plan.
5. Provision of DIR personnel to coordinate and perform DIR activities.
6. Perform technical and functional validation of Solution with guidance from CA.
7. Provide end-user training unless expressly specified otherwise in this document.
8. CA personnel will be provided with all appropriate security privileges and access to DIR systems in a timely manner
9. All onsite work will be performed at one (1) DIR location.
10. Participate in pre-engagement calls to review Work Breakdown Structure ("WBS"), DIR's

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IT infrastructure and change management processes, and CA's product technical requirements.

11. Provide a DIR project manager to facilitate CA consultants' ability to perform within DIR's environment as well as to provide project planning, monitoring, and reporting functions to DIR's management.
12. Provide detailed and accurate information relevant to the Services to be performed hereunder prior to the engagement and as needed throughout the engagement.
13. Make available the appropriate staff members to answer questions and provide information to CA consultants as necessary to complete the project.

12. Key Assumptions

1. Any software identified herein for integration with or as a data source to the Solution components and which is not deployed within the scope of this effort shall be previously installed and operational in the designated environments at a version level identified as compliant in the Solution product documentation.
2. DIR will ensure that all change management requests and approvals are completed in a timely manner.
3. Services will be provided during standard work week hours as commonly accepted in the specific country. However, CA and DIR recognize that on occasion, work activities may require scheduling of Services outside standard weekday hours. Services required outside a standard work week will be mutually agreed to in advance by CA and DIR.
4. CA has the right to utilize independent contractors to support the delivery of the Services unless otherwise expressly agreed by the parties in writing.
5. The entire "Table of Services" section applies to CA SaaS solutions.
6. All functions described in the Stage/Tasks are part of the scope of work.
7. The attribute, object and sub-object constraints are not technical or functional constraints of the CA PPM solution. They were put in place to insure the scope of work for the pilot we take on does not exceed our projected costs. These constraints would apply for CA SaaS solution as the constraints are tied to scope not the product itself.
8. The intent of the Pilot implementation is to create a centralized APM construct at DIR that can be used by other agencies that participate in the Pilot.
9. Where appropriate, Application Portfolio Manager Onboarding Knowledge Transfer will be done via webex to facilitate recording for DIR. The Application Portfolio Manager Onboarding Knowledge Transfer will be delivered by a CA Architect and limited to 40 hours with 21 hours of preparation time which would include planning with the DIR. The 40 hours may be distributed across 5 different sessions. The session contents and agenda will be defined in advance of session delivery by DIR and CA Services.
10. The engagement will implement the solution in 2 environments. One of those environments will be a production environment. The second environment, referred to as test, will mimic production from a software and hardware perspective.

13. Key Definitions

1. APM Software – Application Portfolio Management's (APM) goal is to describe the inventory of business applications and the resources (e.g., money, staff time, and infrastructure) required to provide operational support of those applications over their lifetime. APM is closely related to governance and how an agency ensures that business applications are aligned with agency business needs, enterprise architecture (alignment

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- of people, processes, technology), and tracking of effective metrics to measure the value proposition of applications relative to each other within an agency (or state) portfolio. APM should guide the investment decisions for a business application's lifecycle, particularly balancing between adding features, maintaining infrastructure currency, and modernizing the platform. Effective implementation of APM is an indicator of an organization's information technology services maturity and its ability to respond to business requirements.
2. **Complex Calculation** - a column in the portlet that is performing a complex calculation on multiple database tables and columns and may require a database store function to calculate.
 3. **Custom Drawings** – Images, labels, lines which are not supported by out of the box functionality.
 4. **Dimensions** – Number of data aggregations required in the display format of the portlet.
 5. **ESS** – DIR's Enterprise Solution Services team.
 6. **Evaluation Team** - ESS, ITS, and Pilot agency representatives
 7. **Filter** – refers to business criteria that is entered into the "where" clause within a SQL select statement to limit the number of rows returned from a query.
 8. **Groupings** – Number of groupings required for the portlet.
 9. **ITS** – DIR's Information Technology Services team which includes the ITPS Team
 10. **ITPS** – DIR's Information Technology Production Services team
 11. **Levels of Drilldown** – number of levels in a portlet. Each level of drilldown is essentially a new portlet.
 12. **Lookup** – refers to either a value lookup that involves writing SQL or a simple static lookup in Clarity.
 13. **Portlet Complexity Level 1** – limited to 4 hours or less of effort and does NOT contain any financial data.
 14. **Portlet Complexity Level 2** – limited to 3 – 5 lookups, 3 – 5 filters, 1 – 2 levels of drilldown, 3 – 5 standard calculations, 1 – 2 complex calculations, 2 groupings, 2 dimensions, and may include financial data, and be targeted for executive level audience.
 15. **Portlet Complexity Level 3** - limited to 6 – 10 lookups, 6 – 10 filters, more than 2 levels of drilldown, 6 – 10 standard calculations, 3 – 4 complex calculations, 3 – 4 groupings, 2 dimensions, and may include financial data, and be targeted for executive level audience.
 16. **PPMO** – DIR's Project & Portfolio Management Office
 17. **Report Complexity Level 1** – limited to 1 – 2 Lookups, 1 – 2 filters, 1 report section, 1 – 2 standard calculations, 0 complex calculations, 1 grouping and does NOT include any parallel report sections, custom drawings, time periods, highly formatted reports, financial data, and no reports for executive level audience.
 18. **Report Complexity Level 2** – limited to 3 – 5 Lookups, 3 – 5 filters, 2 – 3 report sections, 3 – 5 standard calculations, 1 - 2 complex calculations, 2 groupings and does include any parallel report sections, time periods, financial data, reports for executive level audience, and NO custom drawings, or highly formatted reports
 19. **Report Complexity Level 3** – limited to 6 – 10 Lookups, 6 – 10 filters, 4 – 5 report sections, 6 – 10 standard calculations, 3 - 4 complex calculations, 3 - 4 groupings and does include parallel report sections, time periods, financial data, reports for executive level audience, highly formatted reports and NO custom drawings.
 20. **Standard Calculation** – a column in the portlet that is performing a simple calculation on retrieved data from the database.
 21. **Time Periods** – Number of time periods displayed.
 22. **Workflow Complexity Level 1** – is limited to 3 or less steps and has no complex actions.
 23. **Workflow Complexity Level 2** – is limited to 4 – 8 steps and 1 complex action.

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**Statement of Work (SOW) for
Application Portfolio Management Pilot Software and Technical Services
Texas Department of Information Resources**

24. Workflow Complexity Level 3 – is limited to 9 – 15 steps and 3 – 4 complex actions.

14. Out of Scope

1. Implementation of functionality not expressly specified herein as in scope.
2. Development of end user training materials and training of end users not explicitly stated in this SOW.
3. Loading or configuring of non-CA software, including operating systems, databases or scripting languages necessary to complete the Services.
4. Integration to Data Center Services CMDB.

15. Communications Plan

Communications to all parties (e.g., CA, Evaluation Team, leadership) on the status of the project, features provided, or timeline adjustments is solely the responsibility of the DIR Project Manager. CA shall be responsible for providing status updates on tasks assigned to them.

16. Testing

The testing team will consist of the members of the Evaluation Team. CA's subject matter experts who are primary to implementation will assist with the development of a test plan for those items that they were involved with deploying. Pilot agencies will be manually entering real data from the pilot agencies' environments and using it for production purposes throughout the pilot.

17. Additional Services

DIR anticipates that the need may arise for CA to perform Additional Services under this contract. Any Additional Services must be directly related to the scope and intent of the SOW.

1. In the event that Additional Services are required, DIR will provide written notice to the CA project manager describing the requested Additional Services. DIR will define the Additional Services SOW (i.e. purpose, scope, timeline and any other unique requirements, constraints, and assumptions) for each requested Additional Service.
2. Within fifteen (15) calendar days of receipt of DIR's notice, CA shall provide the following to DIR:
 - a. Project Work Plan based on the Additional Services SOW;
 - b. Recommended adjustments, if any, to the Additional Services SOW;
 - c. Pricing for the Additional Services Respondent including a scheduled list of deliverables, resources required, number of hours for each resource, and hourly rate for the listed resource as reflected below in Section 21, Pricing; and,
 - d. Proposed payment schedule based on the Additional Services SOW with payment being made for work completed.
3. DIR may request modifications as it deems necessary to ensure the success of the Additional Services. If DIR chooses to proceed with the Additional Services, a contract amendment will be issued for signature by DIR and CA.

**Statement of Work (SOW) for
Application Portfolio Management Pilot Software and Technical Services
Texas Department of Information Resources**

4. Contractor will have no obligation to perform, and DIR will not pay, for any services related to any Additional Services that are performed prior to the effective date of a contract amendment that has been executed by both parties reflecting the inclusion of Additional Services to the Contract.

18. Period of Performance

The period of performance for this project for the Services is two (2) years from the latter of September 1, 2015 or the date of execution of the SOW.

19. Invoices

Invoicing and Payments will be made in accordance with Appendix A of the DIR Contract DIR-SDD-1918. In addition and at a minimum, invoices shall include the following information: roles; number of hours; rate; total; and, the stage/task to which the charges are being applied.

20. Added Terms and Conditions

This SOW shall be governed by the terms and conditions of the Texas DIR Contract No. DIR-SDD-1918, except as amended herein and made applicable to this SOW only:

1. APPENDIX D - FOUNDATION AGREEMENT, 2. DEFINITIONS is hereby changed as follows:
 - a. Item 2.1 "Affiliate" is deleted in its entirety.
 - b. Item 2.6 - "Customer" is changed to read: 'Customer' means any State of Texas agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies that either DIR procures on behalf of, or that purchase from a DIR contract of as outlined in Attachment A Standard Terms and Conditions for Product and Related Services Contracts. Notwithstanding the foregoing, this contract is not to be used for other states but limited to State of Texas.
2. APPENDIX D, EXHIBIT 1 – SOFTWARE MODULE is hereby changed as follows:
 - a. Item 3.1.2 – remove the words "...and Affiliates".
 - b. Item 3.5 Delete ..."and/or its Affiliates".
3. EXHIBIT D, APPENDIX 3 – SAAS MODULE

The SaaS Module of Appendix D, Exhibit 3 is hereby replaced in its entirety with the attached Addendum for SaaS Module and SaaS Listing CA PPM SaaS- Americas (SaaS Listing). The SaaS Listing confirms that the Data Centers are all in the United States.

**Statement of Work (SOW) for
Application Portfolio Management Pilot Software and Technical Services
Texas Department of Information Resources**

21. Pricing

Pricing shall be as indicated on the CA, Inc. State of Texas Order Form.

For the purposes of any Additional Services to be performed in accordance with Section 17, Additional Services, the following rates shall apply. These rates are valid for two (2) years from the date of execution of the SOW.

Role	Hourly Rate
Architect	\$229.42
Senior Consultant	\$195.15
Senior Project Manager	\$210.39
Associate Consultant	\$114.20

21. Point of Contact

All communications must be directed through the following Point of Contacts:

Department of Information Resources (DIR)
Craig Myers, Project Manager – Program and Portfolio Management Office
Texas Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Office: (512) 463-5973
Email: craig.myers@dir.texas.gov

Mike Labinski, Contract Manager – Technology Sourcing Office
Texas Department of Information Resources
300 W. 15th Street
Austin, Texas 78701
Office: (512) 463-4692
Email: mike.labinski@dir.texas.gov

CA, Inc.
Mark Didion –Solution Strategist
5001 Plaza on the Lake, Suite 200
Austin, TX 78746
Office: (214) 584-6600
Mobile: (214) 952-8164
Email: mark.didion@ca.com

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**Statement of Work (SOW) for
Application Portfolio Management Pilot Software and Technical Services
Texas Department of Information Resources**

This Statement of Work (SOW) is executed to be effective as of the date of last signature. This SOW is submitted under the terms and conditions of the State of Texas DIR Contract DIR-SDD-1918 dated September 24, 2012.

CA, Inc.

Authorized By: Lisa Kiefer

Printed Name: Lisa Kiefer
Principal, Sales Accounting

Title: _____

Date: 8/31/15

Texas Department of Information Resources

Authorized By: [Signature]

Printed Name: John Hoffman

Title: Chief Technology Officer, DIR

Date: 8/31/2015

Office of General Counsel: [Signature]

Date: 8-31-15



CA, Inc. ("CA")

State of Texas Order Form

Customer Name: State of Texas Department of Information Resources (hereinafter referred to as "Texas DIR" or "Customer") Address: 300 W. 15th St., Suite 1300, AUSTIN TX 78701	
Agreement Type referenced: State of Texas DIR Contract and No.: DIR-SDD-1918	
Customer No.: 41621 and Installation/Service Site Address: (if different from above)	
Customer Technical Contact Name: Craig Myers Email: craig.myers@dir.texas.gov Phone: 512-463-1855	
Customer Shipping Contact Name: (if different from above) Address: Email: and Phone:	
Billing Name: (if third party payer) State of Texas Department of Information Resources (DIR)	
Billing Contact Name: Deborah Lofton Address: 300 W. 15th St., Suite 1300, Austin, TX 78701 Email: accounts.payable@dir.texas.gov and Phone: 512-475-2579	
Effective Date of this Order Form: 8/31/2015	
P.O. Number: (if required)	
Addendum Attached for Licensed Programs: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Addendum for SaaS Listing for CA PPM Addendum for SaaS Module	Total number of attachments for Services/Education: 1 Texas DIR Application Portfolio Management Pilot Software and Technical Services Statement of Work

Total Fee for all Licensed Programs and all Services and Education listed below: **\$648,549.00** payable as follows:

Payment Schedule

CA Software and Education:

Due Date	Subscription Fee	Education Fee	Total Fees Due
9/01/2015	\$82,500.00	\$3,224.00	\$85,724.00
9/01/2016	\$124,500.00		\$124,500.00
9/01/2017	\$124,500.00		\$124,500.00
Total			\$334,724.00

List any Services or Education below. An attachment to this Order Form describing each Service or Education ordered below is required.

CA Services Offering:

CA Services Description	Order Form Exhibit	Quantity	Variables	Engagement Type	Estimated Fees
CA PPM Application Portfolio Management (APM) Services	A	1416	Labor Hours	Time and Materials	\$226,325.00
Application Portfolio Manager Onboarding Knowledge Transfer (limited to 40 hours)	A	1	Knowledge Transfer	Time and Materials	\$14,000.00
Estimated Travel Expenses					\$73,500.00
Total					\$313,825.00

CA Resource Table:

Role	Hourly Rate	Estimated Hours	Estimated Fees
Architect	\$229.42	275	\$63,090.50
Senior Consultant	\$195.15	80	\$15,612.32
Senior Project Manager	\$210.39	275	\$57,858.35
Associate Consultant	\$114.20	786	\$89,763.83
Total			\$226,325.00

For Time & Materials, Customer will be invoiced for actual hours of work performed, in accordance with the rates above. CA makes no representation or warranty that the CA Services described herein will be completed within the estimated hours or estimated fee. CA may distribute the estimated hours among different roles as business requirements dictate, provided the total estimated fee for the engagement, including fees for any executed change requests, are not exceeded. The hours above are only available at the agreed upon rates for the scope of the CA Services set forth herein.

CA shall have the right to increase the Time and Material rates for any Change Request that modifies the scope of the CA Services, or if the Project has not commenced within three (3) months of the Effective Date specified herein, or if project activity is not in accordance with the agreed upon work plan.

Invoices are due and payable as per the terms of the Texas DIR Contract No. DIR-SDD-1918. In addition to the CA Services fees listed above, ~~Customer agrees to pay any applicable tariffs, fees, duties or taxes.~~ *JK SA*

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CA, Inc. ("CA")

State of Texas Order Form

Customer is responsible for reimbursement of all travel expenses incurred in the performance of this Order Form, as per the terms of the Texas DIR Contract No. DIR-SDD-1918. The travel expenses are estimated at \$73,500.00.

Customer acknowledges that the CA Services to be performed pursuant to this Order Form will not customize or alter the value or functionality of the Software licensed by Customer from CA under this or any other agreement and no development activity pursuant to this Order Form is necessary for the Customer to enjoy the full benefits of the Software's intended features and functions. Payment of any License Fee or Subscription Fee or Support and Maintenance Fee due under this or any other agreement is not contingent upon CA's performance of the Services under this or any other agreement.

Fee Estimate for Stages/Tasks:

Table with 2 columns: Stage/Tasks, Associated Labor Fee Estimate. Rows include: Initiate, Set Up and Architectural Oversight (\$22,632.10), Requirements (\$56,580.24), Design (\$45,264.19), Build and Test (\$45,264.19), Deploy and Adopt (\$33,948.14), Project Close Out (\$22,636.14), Total Labor Fees (\$226,325.00).

The table above serves as an estimate of the approximate budget that is estimated for each stage of the project and corresponds to the work to be performed under the CA Resource Table. CA Services reserves the right to adjust activities and budget across stages as long as the total project budget is not exceeded, provided that CA has advised DIR in writing and in advance of such change.

CA Education Offering:

Table with 9 columns: CA Education Description, Order Form Exhibit, Education Type, Start Date**, End Date, Material No., Duration, No. of Attendees, Fees. Includes row for CA Clarity PPM 14.2: Core Components 200* and a Total Fees Due row of \$3,224.00.

*Training class total fees dependent upon number of attendees.

List any Licensed Programs below. If an addendum for Licensed Programs is attached, please check the yes box above.

CA Licensed Programs:

Table with 8 columns: Licensed Program(s), Start Date**, End Date, Shipment Required, Authorized Use Model (License Type, User Model, Per User Monthly Fee), Total Fees for term. Includes rows for CA PPM SAAS Full Function User and CA PPM SaaS Sandbox Small Environment, with a Total Fees Due of \$331,500.00.

**If no date stated, the start date is the Effective Date of the Order Form. The dates set out in the CA Licensed Programs and CA Education Offering tables shall in no way be deemed to impact or change the Effective Date of this Order Form. All amounts are exclusive of taxes which will be payable in addition to the fees listed above.

SOFTWARE DELIVERY

Any Licensed Program identified above with a "NO" under the heading above entitled "Shipment Required" was previously delivered to Customer by CA and therefore will not be delivered to Customer at this time. Licensed Programs identified with a "Yes" under such heading will be delivered to Customer upon execution of this Order. The Licensed Program shall be delivered to Customer, either by electronic delivery or in tangible media F.O.B. Point of Shipment to the shipping address identified above, as CA deems appropriate.

In accordance with the Texas DIR Contract DIR-SDD-1918, Appendix A, Standard Terms and Conditions for Products and Related Services, Section 11 Contract Enforcement, paragraph B. Termination is incorporated fully into this Order Form.

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**Addendum for SaaS Module****1. INTRODUCTION**

- 1.1. This Module for Software as a Service ("SaaS Module") between CA, Inc., located at 2291 Wood Oak Drive Herndon, Virginia 20171 ("CA"), and Texas DIR, located at 300 W. 15th St., Suite 1300, Austin, TX 78701 ("Customer"), is effective 9/01/2015 and specifies the terms and conditions which apply to SaaS that CA will provide to Customer.

2. DEFINITIONS

- 2.1. "Authorized Use Limitation" means the limitation on usage of SaaS as measured by the Billing Metric specified in the Transaction Document.
- 2.2. "Authorized Users" means Customer, its employees and independent contractors and/or its Affiliates or as otherwise defined in the SaaS Listing, that access and use SaaS provided that they are bound by terms and conditions no less restrictive than those contained in the Agreement and solely to the extent that they are acting on behalf of Customer or its Affiliates.
- 2.3. "Billing Metric" means the metric for billing SaaS to Customer as defined in the SaaS Listing (e.g., users, transactions, etc.).
- 2.4. "Customer Data" means any information provided by Authorized Users in the course of accessing and using SaaS and stored in connection with SaaS.
- 2.5. "Data Center Region" means a geographic region that is served by one or more hosting facilities for CA SaaS. CA Data Center Regions are: Americas, EMEA (Europe, Middle East, Africa) and APJ (Asia-Pacific, Japan).
- 2.6. "Force Majeure Event" means an event that arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal) and/or delays or outages caused by an internet service provider or independent (not a Party's subcontractor) hosting facility.
- 2.7. "Non-Production" means any Customer deployed environment that is not Production such as development, test, staging, demonstration, or training environments.
- 2.8. "Production" means the "live" environment of SaaS that Customer uses as their primary business environment.
- 2.9. "SaaS" or "SaaS Offering" means the online version of the CA software and/or type of online service defined in the Transaction Document and made available to Authorized Users via the Internet.
- 2.10. "SaaS Listing" means the operating parameters, data and data center location(s), applicable audit standards, availability standards and any other details for the specific SaaS Offering as published or made available by CA. SaaS Listings may define provisioning and management processes applicable to the SaaS Offering, types and quantities of system resources (such as storage allotments), functional and technical aspects of the SaaS, as well as a catalogue of available service requests. These listings are available at <http://www.ca.com/us/lpg/saas-knowledge-is-power.aspx>
- 2.11. "SaaS Support" means support of the SaaS Offering so it operates materially in accordance with the Documentation.
- 2.12. "SaaS Release and Upgrade Policy" means CA's published policy on version and patch upgrades of its SaaS Offerings. This Policy can be found at <http://www.ca.com/us/lpg/saas-knowledge-is-power.aspx>.
- 2.13. "Scheduled Downtime" means planned downtime of SaaS availability for periodic and required maintenance events, including but not limited to, upgrades and updates to the SaaS and data center infrastructure where CA provides notice to Customer at least 72 hours in advance.
- 2.14. "Service Level Availability" or "SLA" means the targeted availability levels measured in the Production environment, as specified in the SaaS Listing which may vary according to each SaaS Offering and its component capabilities.
- 2.15. "Security Breach" means access to Customer Data by an unauthorized person or entity.
- 2.16. "Subscription Term" means the initial or renewal period of the subscription to a SaaS Offering as set out in the Transaction Document.
- 2.17. "Trial Period" means the period of time that Customer accesses and uses SaaS for evaluation or trial set out in the Transaction Document. If no time is indicated, then the period shall be set for thirty (30) days from the effective date of the Transaction Document. For avoidance of doubt, only a Transaction Document which explicitly states that it is for trial or evaluation by the Customer shall be considered a trial use.
- 2.18. "Transaction Document" means a signed mutually agreed ordering document such as a CA order form or statement of work for the specific CA offering licensed or purchased.

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**3. SAAS OFFERING**

- 3.1. CA provides Customer a non-transferable and non-exclusive right for Customer and its Authorized Users to access and use SaaS during the Subscription Term in accordance with the Agreement.
- 3.2. Customer acknowledges and agrees that in order for Customer to access and use SaaS, Customer is required to maintain minimum requirements such as operating system versions, browsers etc., as stated in the Documentation. If required, information about updates to minimum requirements will be provided to Customer during the Subscription Term.
- 3.3. If CA provides software to Customer to enable or to optimize SaaS during the Subscription Term, such software will be listed in the Transaction Document. Such software is specifically provided to Customer to help Customer utilize certain applications and web services that may be available through SaaS. In such cases, CA provides Customer, during the Subscription Term, a non-transferable and non-exclusive right to use such software solely in connection with SaaS and for the sole purpose of allowing Customer's applications or web services to utilize SaaS. The grant of rights for such software is contingent upon Customer's compliance with the following obligations: Customer agrees, that neither it nor Authorized Users shall: (i) access or use any portion of the software not expressly authorized in the Transaction Document or the Documentation; (ii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the software; (iii) modify, unbundle, or create derivative works of the software and/or Documentation; (iv) rent, sell, lease, assign, transfer or sublicense the software or use the software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (v) remove any proprietary notices, labels, or marks on or in any copy or version of the software or Documentation; (vi) use the software beyond the rights granted. Any installation of agents or software of any kind will be required to be removed at the end of the Subscription Term and either returned to CA or Customer will be required to certify destruction or deletion of such items.
- 3.4. If SaaS is provided on a trial basis, Customer agrees to access and use SaaS solely for trial and evaluation purposes during the Trial Period, in accordance with the usage restrictions set forth in the Transaction Document. At the end of the Trial Period, Customer's right to access and use SaaS automatically expires and Customer agrees to cease accessing and using SaaS and to de-install any agents or copies of software provided as part of the SaaS and certify to CA in writing that all copies or partial copies of any such software have been deleted from Customer's computer libraries and/or storage devices and destroyed. If Customer desires to continue its use of SaaS beyond the Trial Period, Customer may enter into a Transaction Document and pay the applicable fees. DURING TRIAL PERIODS, CUSTOMER AGREES TO ACCESS AND USE SUCH SAAS ON AN AS IS BASIS AND AGREES THAT CA PROVIDES NO WARRANTIES, SLAS OR INDEMNITIES ARISING OUT OF SUCH ACCESS AND USE. ANY DATA ENTERED OR CONFIGURATION OF THE SAAS DURING THE TRIAL PERIOD WILL NOT BE STORED OR AVAILABLE AFTER THE TRIAL PERIOD.

4. FEES, RENEWAL & TERMINATION

- 4.1. The Authorized Use Limitation and associated fees shall be as set out on the Transaction Document. Unless otherwise stated, CA will monitor Customer's SaaS usage. In the event Customer exceeds the Authorized Use Limitation, the overage will be treated as an order for excess use and Customer will be billed for the overage at the rates stated in the applicable Transaction Document. The overage will be included in the Authorized Use Limitation for the remainder of the Subscription Term. Customer agrees that the purchase of any SaaS is not contingent on CA providing any future features or functionalities. In addition, Customer may order any service catalogue items which may be listed on the applicable Transaction Document or on the CA Support site (<http://support.ca.com>) ("CA Support Site") and by: entering into a separate Transaction Document for same; opening a ticket on the CA Support Site; submitting an order at the site listed on the Transaction Document, and/or if applicable; enter into an agreement for professional services. Customer shall pay any associated fees arising out of any such order.
- 4.2. Any Subscription Term may be renewed upon written notice to CA at least ninety (90) days prior to the expiration of the Subscription Term. Expiration or termination of any particular SaaS Offering shall not impact the validity of any other SaaS Offering Customer may be subscribing to.
- 4.3. Data availability, retention and destruction post expiration or termination of the applicable SaaS Offering will be as follows:
 - I. Customer Data will be available to Customer during the Subscription Term and may be retained by CA for a period of no more than sixty (60) days from the effective date of expiration or termination.
 - II. A record of Customer Data required to support audits of the billing transactions that occurred during the Subscription Term will be retained in accordance with CA's data retention policies for such activities and in accordance with the Agreement, including, without limitation, Article 6 (Security) of this SaaS Module. All other Customer Data will be deleted from all Production and Non-Production Environments within sixty (60) days of such date.
- 4.4. CA may temporarily suspend any Customer account, and/or a Customer's access to or use of the SaaS if the Authorized Users violate any provision within the "SaaS Offering" "Customer Data" or "Customer Responsibilities" sections of this Agreement, or if in CA's reasonable judgment, the SaaS services or any component thereof are about to suffer a significant threat to security or stability based on any unauthorized use. CA will provide Customer advance notice of any such suspension in CA's reasonable discretion based on the nature of

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the circumstances giving rise to the suspension. CA will use reasonable efforts to re-establish the affected SaaS services promptly after CA determines, in its reasonable opinion, that the situation giving rise to the suspension has been cured; however, after any suspension period, CA will make available to you your Customer Data and SaaS as existing in the Production environment on the date of suspension. CA may terminate the SaaS services under an order if any of the foregoing causes of suspension is not cured within 30 days after CA's initial notice thereof. Any suspension or termination by CA under this paragraph shall not excuse you from your obligation to make payment(s) under this Agreement.

5. CUSTOMER DATA

- 5.1. Customer exclusively owns all rights, title and interest in and to all Customer Data which may include personally identifiable information. Customer Data shall be considered to be Confidential Information under the Agreement. Customer Data will be stored and processed in the Data Center Region specified in the SaaS Listing. CA shall not access Customer's user accounts, or Customer Data, except (i) in the course of data center business operations if required, (ii) in response to SaaS or technical issues, or (iii) at Customer's specific request as reasonably required in the provision and support of SaaS.
- 5.2. CA runs security background checks on all production operation staff who may have access to Customer Data. Security audits, as specified in the SaaS Service Listing, are conducted periodically to certify that security controls are in place and background checks have been conducted.

CA may utilize subcontractors in the provision of SaaS Services so long as such subcontractors are bound to contractual terms no less protective of Customer's rights provided hereunder and provided further that any use of subcontractors in the operation of any applicable data center is subject to the same security controls and audits as if performed by CA employees. The Parties understand and agree that CA remains fully liable under the terms of the Agreement for any breach caused by a subcontractor of CA.

- 5.3. CA will collect, modify and analyze meta data and/or operations data which does not contain any Customer Data, such as system log files and transaction counts which relate to system utilization and performance statistics, all as deemed necessary by CA.
- 5.4. Customer may access reports and/or information through SaaS until the end of the Subscription Term. All reports and other output will be produced in standard readable format (e.g., CSV, XML) and transmitted according to the transmission protocols used by the SaaS Offering for such transmissions. Any specific reports or data requested by Customer at the end of the Subscription Term that is not available through SaaS or produced in customized formats will be charged based on the scope of the request. Such fees will be agreed in writing between Customer and CA.
- 5.5. In case of a Force Majeure Event, Customer acknowledges and agrees that Customer Data may not be fully recoverable beyond the last restoration archive point, the frequency of which is described in the SaaS Listing.
- 5.6. Customer agrees not to provide any health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data part unless it is a supported feature in the Documentation of the applicable SaaS Offering.

6. SECURITY

- 6.1. CA will maintain and administer a security policy with physical and technical safeguards designed to protect the security, integrity and confidentiality of the Customer Data. CA shall adhere to and subject such policies and practices to an audit under the compliance criteria defined in the applicable SaaS Listing. Upon written request, Customer may review the specific audit reports (such as SSAE 16 report) subject to Customer designating a security officer or similar individual who has executed a security non-disclosure agreement with CA prior to such review.
- 6.2. CA will not be responsible for any unauthorized access, alteration, theft or destruction of Customer Data, unless caused as a result of CA's negligence or intentional misconduct, in which case CA's only obligation and Customer's exclusive remedy is for CA to use commercially reasonable efforts to restore the Customer Data from the most recent back-up. CA is not responsible for unauthorized access, alteration, theft or destruction of Customer Data arising from Customer's own or its Authorized Users' actions or omissions in contravention of the Documentation.
- 6.3. CA shall comply with the applicable European Union member states' implementation of the Directive 95/46/EC ("Directive") governing the processing of personal data as defined in the Directive. CA, Inc. is Safe Harbour certified and will continue with this program whilst it is available or until CA adopts another legally recognized vehicle for such data transfers.
- 6.4. In the event that CA has determined that a Security Breach will or is likely to cause harm to the Customer or an Authorized User, CA will, as promptly as practicable but in no event later than as required by law or within five (5) working days (whichever is shorter), provide Customer with notice of the Security Breach. After initial notification, CA will keep Customer updated at periodic intervals on the steps taken by CA to investigate the Security Breach including providing a reasonably detailed incident report, including measures to be taken by the Customer to minimize potential damages. Such report will be provided promptly but no later than thirty (30) days following completion of the report. The Parties understand and agree that if CA is prevented by law or regulation from providing such notice(s) and/or reports within the time frames, such delay shall be excused.



- 6.5. During the Subscription Term, CA will permit Customer through an independent third party agreed in advance with CA, to audit CA's SaaS operations within the applicable data center the SaaS Offering is provided to Customer, solely to verify CA's compliance with the SaaS Listing concerning security and solely at Customer's expense. Any such audit shall be conducted not more than once annually, upon at least thirty (30) days prior written notice and subject to the independent third party having executed a non-disclosure agreement with CA stating the purpose and scope of the request. Such audit shall be conducted during normal business hours in a manner that does not disrupt business operations. In the event an external audit determines that CA fails to meet the standards defined in the SaaS Listing, CA will review and if it agrees with such determination it will have the opportunity to submit a plan to address any issues and CA will do so within thirty (30) days from receipt of notice from the Customer, or if CA does not agree with the determination the Parties will enter into discussions to resolve the issues. If audits require time and operations interruption, then Customer may be required to pay for costs and expenses as mutually agreed by the Parties.

7. SAAS SUPPORT

- 7.1. Upon the start of the Subscription Term, CA will send an email to Customer's technical contact, identified on the Transaction Document, providing information to connect and access SaaS and SaaS Support.
- 7.2. The Customer shall be provided with SaaS Support during the Subscription Term in accordance with CA's Support Policies at support.ca.com. To access SaaS Support, Customer may utilize the CA support website, or other site or notification mechanism as CA may designate from time to time.
- 7.3. Access to SaaS Support is limited to supported versions of the SaaS Offerings, as per the SaaS Upgrade Policy. Extended support agreements for non-supported versions of SaaS Offerings are not offered.
- 7.4. For any SaaS Support requests, Customer should be prepared to provide to support personnel all pertinent information, in English, including but not limited to, Customer number or site identification number, incident severity, SaaS Offering, SaaS environment (Production or Non-Production), incident description, and a technical contact familiar with Customer's environment or the problem to be solved. Customer must use reasonable efforts to communicate with CA in order to verify the existence of the problem and provide information about the conditions under which the problem could be re-created.
- 7.5. Upon receiving Customer's technical contact information, SaaS Support will be provided in a timely and professional manner by qualified support engineers. SaaS Support shall consist of:
- i. Access to CA support website (currently: <http://support.ca.com>) for 24x7x365 online support and access to CA software product and Documentation, incident severity description with response and resolution objectives listed, global user communities and regional user groups, Frequently Asked Questions, samples, webcast recordings and demos, usage tips, technical updates and HYPER notifications, as such are made available by CA.
 - ii. Access to CA help desk and the ability to open and manage support incidents via CA support online or by telephone.
 - iii. Production environment support: 24x7 for severity 1 incidents; normal business hours for severities 2-4.
 - iv. If applicable to the SaaS Offering, Non-Production environment support: Normal business hours for incidents of all severities.
 - v. Interactive remote diagnostic support allowing CA support engineers to troubleshoot an incident securely through a real-time browser-based remote control feature for support issues which may be resident in Customer's software or systems.
- 7.6. Additional support such as file storage, point in time backup, periodic file refresh and basic reporting may be available at CA's discretion according to the type of SaaS Offering provided and where indicated on the Transaction Document or in the SaaS Listing. Any additional support requirements are by prior written agreement of CA.
- 7.7. During the Subscription Term, if Customer requests specific scripts, connectors or customizations in order to optimize usage of SaaS, Customer may request CA to provide such services. Such services will be provided through a professional services agreement with CA for a separate fee, or as mutually agreed by the Parties.

8. MAINTENANCE AND UPGRADES

- 8.1. CA may update, improve, modify or add new functionality to SaaS during the Subscription Term for optimization of SaaS as necessary in order to maintain performance and/or fix any issues during the Subscription Term. In the event any update will materially change either the administrator or user experience, CA will provide Customer reasonable prior notice (not less than 30 days) and will provide a preview site where Customer can observe such changes where applicable, provided however, that CA may make a change with shorter or no notice if the change is required by law or to fix a security vulnerability.



- 8.2. CA may make changes or updates to the SaaS infrastructure (such as compute infrastructure, storage technology, security, technical configurations, hosting facilities within Data Center Region, etc.) during the Subscription Term including to reflect changes in technology, industry practices, patterns of system use.
- 8.3. Customer is obligated to stay current on a supported version of the SaaS Offering, as per the SaaS Release and Upgrade Policy.

9. CUSTOMER RESPONSIBILITIES

- 9.1. Customer is responsible for all activities that occur in, or are related to, user accounts including the data, information stored or transmitted when accessing SaaS. All applications residing within Customer environment or installed on 3rd party service providers on behalf of Customer that integrate to SaaS shall be managed and supported by Customer. Customer is also responsible for managing components that are downloaded onto their environment such as web browser based software plug-ins that extend SaaS.
- 9.2. As Customer may integrate or utilize third party links to other software, hardware or other services which are associated with, or otherwise available through the SaaS, Customer agrees that it and/or its Affiliates, its Authorized Users and anyone acting on their behalf shall use such third party links at their sole discretion. CA shall have no responsibility or liability with respect to such third party links used by Customer's and/or its Affiliates, its Authorized Users or for any act or omission of any such third party provider.
- 9.3. Customer shall not: (i) make SaaS available to any third party not authorized or as otherwise contemplated by the Agreement; (ii) send or store code that can harm or result in damage to SaaS (including but not limited to malicious code and malware); (iii) willfully interfere with or disrupt the integrity of SaaS or the data contained therein; (iv) attempt to gain unauthorized access to the SaaS or its related system or networks; (v) use SaaS to provide services to third parties except as expressly permitted by the Agreement; (vi) use SaaS in order to cause harm such as overload or create multiple agents for the purpose of disrupting operations of a third party; (vii) remove or modify any program markings or any notice of CA's or its licensors' proprietary rights; (viii) perform or disclose any benchmark or performance tests on the SaaS; or (ix) perform or disclose any of the following security testing of the SaaS environments or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing or any other test or procedure not authorized in the Documentation. A breach by the Customer of its obligations under this section shall be considered a material breach of the Agreement.

10. WARRANTY

- 10.1. CA warrants that during the Subscription Term, the SaaS shall perform materially in accordance with the applicable Documentation subject to Customer's compliance with the Agreement. During any Trial Period, this warranty shall not apply.
- 10.2. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR SATISFACTORY QUALITY, OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA.
- 10.3. Customer warrants that (i) it has the right to transmit Customer Data and any data or information as may be required for the purposes of accessing SaaS, (ii) it is responsible for all activities that occur in user accounts, and (iii) it shall not misuse SaaS by sending spam or otherwise duplicative or unsolicited messages or store infringing, obscene, threatening, or otherwise unlawful material or material that is harmful to children or violates third party privacy rights.

11. WARRANTY REMEDY

- 11.1. If it is established that CA has breached the above warranty, CA may, at its option, (i) use reasonable efforts to cure the defect in the SaaS; (ii) replace the SaaS with SaaS that materially conforms to the specifications in the Documentation; (iii) in the event CA cannot, after commercially practicable attempts to do so, achieve the remedies in (i) or (ii), CA may terminate the subscription to the SaaS and provide a refund of pre-paid, unused fees calculated against the remainder of the Subscription Term as of the effective date of such termination. Customer must report the alleged breach of warranty with reasonable specificity in writing within thirty (30) days of its occurrence to benefit from this warranty and the remedies stated herein. The above warranty remedies are CA's sole obligation and Customer's sole and exclusive remedy for breach of the above warranty.

12. SERVICE LEVEL COMMITMENT

- 12.1. The Service Level Availability is measured against reports that CA conducts on a regular basis based on objective criteria. Reports are available to Customer upon request. If Customer cannot access SaaS during the Subscription Term, Customer should contact CA to receive SaaS Support.
- 12.2. If it is determined by Customer and confirmed by CA that SaaS is unavailable beyond the default threshold identified in the applicable SaaS Listing measured on a monthly basis during three contiguous months, then Customer has the right to elect any of the remedies specified therein.
- 12.3. The following events shall be excluded from the calculation of Service Level Availability: (i) Force Majeure Event; (ii) outages due to Scheduled Downtime; (iii) outages based on Customer networks or domain name server issues; (iv) Customer's configuration, scripting,

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CA, Inc. ("CA")

State of Texas Order Form

coding drafted by Customer without CA's authorization or knowledge; (v) internet outages; (vi) outages requested by Customer; (vii) Customer changes to its environment which hinder SaaS production; (viii) outages to remedy a security vulnerability or as required by law and (ix) inability for Customer to log in to SaaS service because of dependence on non-CA provided services or components (e.g., Lightweight Directory Access Protocol (LDAP) in Customer's environment).

13. GENERAL TERMS.

- 13.1. Except as specifically modified herein, any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) Texas DIR Contract DIR-SDD-1918; (2) the Order Form; (3) the SaaS Listing; (4) this SaaS Module. Notwithstanding this order of precedence, a Customer issued purchase order shall not modify the terms of the documents indicated herein.

A handwritten signature in black ink, appearing to be 'JK' or similar initials, located in the bottom right corner of the page.



SaaS Listing

CA PPM SaaS – Americas

1. Introduction

This document provides standards and features that apply to the CA PPM SaaS offering provided to the Customer and defines the parameters for the offering that pertain to the following:

- Billing metric
- Data location information
- Service provisioning
- Security and audit requirements
- Service Level Availability (SLA) targets and measurement
- Service level credits
- Service termination
- Data backup and storage
- Disaster recovery

The definitions set out in the Agreement will apply to this SaaS Listing document.

2. Billing Metric

CA identifies and describes the following Billing Metric used as a measure to bill the Customer:

The following is an explanation of “Users” used in defining the billing metric for SaaS:
“Users” means the number of individuals authorized to access and use the CA PPM SaaS offering. Users may include the Customer’s employees, Customer’s affiliate’s employees and independent contractors, all of whom have been furnished access to the CA PPM SaaS application solely for the benefit of the Customer and in accordance with the provisions of the Agreement.

- “Full Function Users” means the number of Customer’s designated Users as set forth in the applicable Transaction Document who are granted access and full production use of all of the CA PPM SaaS functions
- “Restricted Users” means Customer’s designated Users as set forth in the applicable Transaction Document who are granted limited production use of, and access to, the CA PPM SaaS functions. A Restricted User may only view data, create issues / risks / change requests, collaborate, participate in workflow processes, receive and respond to action items, receive notifications, enter time sheets (web and mobile), update task status and complete deliverables, manage own skills, and run reports.

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- "View Users" means Customer's designated Users as set forth in the applicable Transaction Document who are granted limited access to and use of CA PPM SaaS functions for only 1) Viewing data and running reports, 2) Originating idea workflows, 3) Participating in the continuation of the workflows, 4) Enter new ideas, and 5) Enter new incidents
- Near Production Sandbox is an optional environment to be designed as similar to Production and may be used for user acceptance testing, integration testing, training, and as additional staging

3. Data Location

CA identifies the geographic location of all of the customer's data from North, Central and South America (Americas) as follows:

- All data on deployed systems and in backups reside within the following countries: **United States**
- CA reserves the right to change the location of the data within the stated countries and will notify customers of any such changes

4. Service Provisioning

- **Versions:** CA will deploy the customer on the latest version of the service that is generally available. The customer will be upgraded as per the SaaS Release and Upgrade Policy document. CA allows Customers to run on either the latest generally available release or the immediately prior version.
- **Environments:** CA will provision all customers with one production environment. Customers with subscriptions less than 500 users are deployed with one small sand box while customers who subscribe to 500 users or more are provisioned with two small sand boxes for a defined period of time.
- **Small Sandbox:** A small sandbox means a non-production environment that is to be used by no more than 5 (five) concurrent users. Concurrent users comprise of users accessing and using the deployed environments at any one point during term of the service.

5. Security and audit requirements

The following audit will be performed at the frequency defined below for the CA PPM SaaS offering covering all aspects of the service such as people and systems:

Type of Audit	Frequency
SSAE-16 Type II SOC 1	Annual

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6. Service Level Availability (SLA)

CA commits to the Service Level Availability for the production environment as indicated in the table below for the CA PPM SaaS offering during the Subscription Term of the service. In the event that the Service Level Availability committed decreases below the **Threshold for Service Availability Default, Minor** or **Major**, Customer may be entitled to take action as outlined in the SaaS Listing.

Components/ Capabilities	Target Service Level Availability	Threshold for "Service Availability Default - Minor"	Threshold for "Service Availability Default - Major"
CA SaaS PPM SaaS Service	99.8%	99.5%	99.0%

7. Method of Measuring SLA

CA measures Service Level Agreement targets as described below:

- CA runs test scripts using application monitoring tools on the Production system to verify that the CA PPM SaaS service is available. Test scripts are run approximately once every ten (10) minutes, twenty-four (24) hours per day, seven days per week, throughout the contracted term of the service.
- Service Level Availability (SLA) is measured using the formula defined in the table below. The percentage availability is calculated based on the number of successful monitoring tests recorded in any one calendar month divided by the total number of monitoring tests conducted in that one calendar month:

SLA (%) =	$\frac{\text{(Total number of successful test scripts outside of planned outage time periods)}}{\text{(Total number of planned test scripts outside of planned outage time periods)}}$
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Planned outage time periods are defined as downtime of the solution availability for periodic and required maintenance events where CA provides notice to Customer

8. Service Level Credits

In the event of a service availability default as evidenced by the monthly SLA report furnished to the customer from CA, Customer is entitled to a specific number of days of credit of fees based on the annual fees paid and as indicated below. Any credits issued to Customer will be applied towards the next billing period applicable to Customer or as otherwise agreed to between Customer and CA.

Default Name	Definition	Credit
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Service Level Credit for Minor Default	Service level is below 99.5% but greater than or equal to 98.5%	2 days
Service Level Credit for Major Default	Service level is below 98.5%	5 days

9. Service Termination

If it is determined by the customer and confirmed by CA that the service has been unavailable below the major default threshold, measured on a monthly basis during three contiguous months, then the customer has the right to terminate their subscription to SaaS without incurring any additional charges or termination fees. In the event such determination is made, the customer is entitled to a refund of fees which have not yet been applied towards SaaS as of the effective date of termination and CA shall relieve the Customer of their obligation to pay for any fees due for the remainder of the Subscription Term. The waiver by CA of further fees shall be Customer's sole and exclusive remedy under the SaaS Module for termination due to failure to adhere to Service Level Availability and CA shall have no further liability to the Customer.

10. Data Backup and Storage

CA commits to the following data backup and replication during the Subscription Term:

- **Data Backup:** All Customers of the CA PPM SaaS offering shall have their data backed up on a daily basis. Backups are securely replicated to an alternate location (refer to data location) limiting data loss to no more than 24 hours in the event of a primary data location disaster.
 - Daily backups are retained for 7 days
 - Removable media are not used for data or backup storage
- **Data Storage:** All customers are provided with an initial setup of 40 GB of storage per deployed instance. Additional, incremental storage of 20 GB is made available for each set of 500 users or part thereof, over an initial set of 500 users.

11. Disaster Recovery (DR)

The CA PPM SaaS offering provides a DR site and maintains a plan to switch to the DR site in the event the primary site is rendered inoperable by a force majeure event. The following are the key measures of DR:

What is Covered	Recovery Time Objective (RTO)	Recovery Point Objective (RPO)
CA PPM SaaS Service	72 hours	Maximum data loss: 24 hours <i>Data that is uploaded, but not backed up within the 24 hours may have to be re-entered</i>

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Recovery Time Objective or RTO is defined as the duration of time within which a service must be restored after a major interruption or incident.

Recovery Point Objective or RPO is defined as the maximum period in which data might be lost from a service due to a major interruption or incident.

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