DLT RIDER TO MANUFACTURER END USER TERMS
(For Public Sector End Users)

1. **Scope.** This DLT Rider to CA Technologies, Inc. ("Manufacturer") End User Terms ("DLT Rider") establishes the terms and conditions enabling DLT Solutions, LLC ("DLT") to provide Manufacturer's Offerings to Public Sector Government Agencies to include the Federal, State and Local entities (the "Licensee" or "Customer").

2. **Applicability.** The terms and conditions in the attached Manufacturer Terms are hereby incorporated by reference to the extent that they are consistent with Public Sector Laws (e.g., the Anti-Deficiency Act, the Contracts Disputes Act, the Prompt Payment Act, the Anti-Assignment statutes). To the extent the terms and conditions in the Manufacturer's Terms or any resulting Customer Order are inconsistent with the following clauses, they shall be deemed deleted and the following shall take precedence:

   a. **Advertisements and Endorsements.** Unless specifically authorized by Customer in writing, use of the name or logo of Customer is prohibited.

   b. **Assignment.** All clauses regarding Assignment are subject to Assignment of Claims and Novation and Change-of-Name Agreements. All clauses governing Assignment in the Manufacturer Terms are hereby deemed to be deleted.

   c. **Audit.** During the term of a Customer order subject to this Rider: (a) If Customer's security requirements included in the Order are met, Manufacturer or its designated agent may audit Customer's facilities and records to verify Customer's compliance with this Agreement. Any such audit will take place only during Customer's normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT on behalf of the Manufacturer will give Customer written notice of a desire to verify compliance ("Notice"); (b) If Customer's security requirements are not met and upon Manufacturer's request, Customer will provide a written certification, executed by a duly authorized agent of Customer, verifying in writing Customer's compliance with the Customer order; or (c) discrepancies in price discovered pursuant to an audit may result in a charge by the commercial supplier to the Customer however, all invoices must be: i) in accordance with the proper invoicing requirements of the Customer; ii) if there is a dispute then no payment obligation may arise on the part of the Customer until the conclusion of the dispute process, and iii) the audit, if requested by the Customer, will be performed at the Manufacturer's expense.

   d. **Confidential Information.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, and any order by a Court with appropriate jurisdiction.

   e. **Consent to Government Law / Consent to Jurisdiction.** The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States and/or the respective Customer's state. Any Manufacturer Terms that identify the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit are deemed to be deleted. All clauses in the Manufacturer Terms referencing equitable remedies are deemed to be deleted.

   f. **Contractor Indemnities.** DLT shall not be required to indemnify Customer except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give DLT or the Manufacturer the right to intervene in the proceeding at its own expense through counsel of its own choice.

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g. **Customer.** Customer is the "Ordering Activity", defined as any entity authorized to use government sources of supply. An individual person shall not be the Licensee or Customer.

h. **Customer Indemnities.** Customer shall not be required to indemnify DLT except as in accordance with federal statute that expressly permits such indemnification.

i. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Terms, unless a Customer determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid order placed by Customer.

j. **Force Majeure.** Clauses in the Manufacturer Terms referencing Force Majeure and unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

k. **Future Fees or Penalties.** All fees and charges are as explicitly set forth in the Customer's order. Additional fees or penalties such as liquidated damages or license, maintenance or subscription reinstatement fees be incorporated into the contract only by bilateral written agreement of the parties. Any clauses imposing additional fees or penalties automatically in Manufacturer's Terms are hereby deemed to be deleted.

l. **Renewals.** All Manufacturer Terms clauses that violate the Anti-Deficiency Act or which permit automatic renewal are hereby deemed to be deleted.

m. **Taxes.** Taxes are subject to applicable jurisdiction regulations, which provides that the contract price includes all federal, state, local taxes and duties.

n. **Termination.** Clauses in the Manufacturer Terms referencing termination or cancellation are hereby deemed to be deleted. Both DLT and Customer's termination rights shall be governed by Contract Dispute Acts of the jurisdiction in which the transaction occurs.

o. **Third Party Terms.** No entity shall have privity of contract with the United States with respect to any third-party product or service, referenced in the Manufacture's Terms unless expressly stated in Customer's order. Absent agreement by Customer to the contrary, third parties shall have no rights or obligations with respect to such agreements vis-à-vis the United States.

p. **Waiver of Jury Trial.** All clauses referencing waiver of jury trial in the Manufacturer Terms are hereby deemed to be deleted.

Incorporation of Manufacturer Terms. Attached hereto are the Manufacturer Terms. As part of this Rider, the following Terms are incorporated by reference and made a part of this Rider except as modified as set forth above.

1. INTRODUCTION

1.1 This Channel Foundation Agreement ("Foundation Agreement") specifies the terms and conditions agreed between CA and the Ordering Activity, as defined in GSA Order ADM4800.2G and as revised from time to time ("End User" or "Customer") as a foundation for their relationship as further defined in the applicable Modules. Ordering Activity understands and agrees that Ordering Activity's right to use the CA Offerings, ordered by Ordering Activity and submitted to CA by an Authorized CA Partner, is subject to Ordering Activity's compliance with this Foundation Agreement and the relevant Module for such CA Offering. The Foundation Agreement and the Module(s) incorporated into the GSA Schedule contract for the CA Offering(s) purchased by Ordering Activity will govern orders from an Authorized CA Partner for Ordering Activity's acquisition of the CA Offering and such terms shall remain binding upon both Ordering Activity and CA for that CA Offering absent mutual written agreement to the contrary.

1.2 Modules to this Foundation Agreement include the Channel Software Module, , Channel SaaS Module, Channel Hardware Appliance Module, and Channel Education Module.

2. DEFINITION

2.1 "Agreement" means this Foundation Agreement, the applicable Module, and License Metric for the applicable CA Offering, and any document incorporated expressly therein or incorporating the foregoing by reference.

2.2 "Authorized CA Partner" means an entity having a valid, current authorization from CA to market, offer and resell to Ordering Activity the right to use the CA Offering. Ordering Activity may find information regarding authorized CA Partners here: www.ca.com/partners.

2.3 "CA Offering" means the individual offering (such as software, services, software as a service etc.) made available by CA as defined in the Module and/or, License Metric.

2.4 "Confidential Information" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, that is exempt from disclosure under the Freedom of Information Act (FOIA), 5.U.S.C. §552(b) under one or more exemptions to that Act, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, CA Offerings, Documentation, and any benchmark data and results produced.

2.5 "Documentation" means the documentation, technical product specifications and/or user manuals, published by CA or any entity within CA group of companies (each a CA entity) that is made generally available with CA Offerings.

2.6 "License Metric" means the specific criteria for measuring the usage of the CA Offering (such as MIPS, CPUs, tiers, servers, or users).

2.7 "Module" means the additional terms and conditions applicable to the CA Offering.

2.8 "Parties" means individually and or collectively CA and or the Ordering Activity.

2.9 "Prime Contractor" means the entity contracting directly with the Ordering Activity, if other than an Authorized CA Partner.

2.10 "Term" means the period for which Ordering Activity is authorized to use the CA Offering as specified in CA's order with Ordering Activity's chosen Authorized CA Partner or the Prime Contractor.

3. ORDERING AND DELIVERY

3.1 This Agreement applies to each specific CA Offering purchased by Ordering Activity from an Authorized CA Partner or Prime Contractor. Use of the CA Offerings, or of this Agreement to procure CA Offerings, by Ordering Activity's Affiliates outside of the jurisdiction specified for Ordering Activity in the order between CA and the Authorized CA Partner or Prime Contractor is not permitted unless such Affiliate signs a participation agreement with CA to adopt and adhere to the terms of this Agreement.

3.2 CA will deliver or make available a CA Offering to Ordering Activity only upon, and in accordance with, CA's execution of an order with the Authorized CA Partner. Any terms that may appear on an Ordering Activity's purchase order (including without limitation pre-printed terms), or as part of Ordering Activity's order with an Authorized CA Partner or Prime Contractor, that conflict or vary from the terms and conditions of this Agreement shall not apply to CA and shall be deemed null and void unless otherwise required by law.

3.3 The CA Offering will be delivered by CA to Ordering Activity either by electronic delivery (ESD) or in tangible media in accordance with the terms of the GSA Schedule contract and the relevant purchase order. CA agrees to be responsible for all customs duties and clearances.

4. CONFIDENTIAL INFORMATION

4.1 The Parties agree that when receiving Confidential Information from the disclosing Party, that the receiving Party shall hold it in confidence and shall not disclose or use such information except as permitted under the Agreement. The receiving Party shall treat the disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care, and the receiving Party shall use Confidential Information only for the purposes described in the Agreement. Confidential Information may be disclosed to receiving Party's employees, agents, financial advisors, contractors and attorneys on a need-to know basis and the receiving Party shall ensure that such persons maintain such Confidential Information pursuant to the terms of the Agreement.

4.2 The receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.

4.3 For the purposes of the Agreement, Confidential Information shall exclude: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.

4.4 Nothing in the Agreement will (i) preclude CA from using the ideas, concepts and know-how which are developed in the course of providing any CA Offerings to Ordering Activity or (ii) be deemed to limit CA's rights to provide similar CA Offerings to other customers. Ordering Activity agrees that CA may use any feedback provided by Ordering Activity related to any CA Offering for any CA business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.

4.5 To the extent permitted by the Federal Records Act, the receiving Party agrees, upon request of the disclosing party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.

4.6 For CA software (including code) and Documentation, and Ordering Activity's and/or CA's Confidential Information expressly designated in writing as perpetually confidential, the obligations of this section are perpetual and shall survive termination. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

5. FEES

5.1 The Parties acknowledge and agree that all terms governing the fees, payments, payment schedules, pricing and discounts for the applicable CA Offering procured by Ordering Activity under this Agreement are and shall be between solely Ordering Activity and their chosen Authorized CA Partner or Prime Contractor.

6. TITLE

6.1 CA retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all CA Offerings and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

7. WARRANTY

7.1 Each Party represents and warrants that it has the legal power to enter into the Agreement.

7.2 CA represents and warrants that it owns or otherwise has sufficient rights to grant Ordering Activity the rights defined in the Agreement.

8. INDEMNIFICATION

8.1 CA will indemnify any third party claims that Ordering Activity's use of the specific CA Offering licensed or purchased by Ordering Activity under this Agreement infringes any valid US patent or copyright within the jurisdictions where Ordering Activity is authorized to use the CA Offering at the time of delivery. CA may, at its option and expense: (i) procure for Ordering Activity the

right to continue to use the CA Offering; (ii) repair, modify or replace the CA Offering so that it is no longer infringing; or (iii) provide a pro-rated refund to the Authorized CA Partner of the fees paid for the CA Offering which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that CA is notified of the third party claim. If the CA Offering is CA Software, and is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.

8.2   CA shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the CA Offering except a modification by CA, (ii) if the CA Offering is not being used in accordance with CA's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a CA published update or patch, (iv) if the alleged infringement is a result of use of the CA Offerings in combination with any third party product, or (v) if the applicable fees due for the specific CA Offering have not been paid by Ordering Activity or Prime Contractor to its Authorized CA Partner. The indemnifications contained herein shall not apply and CA shall have no liability in relation to any CA Offering produced by CA at the specific direction of Ordering Activity. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CA REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO ORDERING ACTIVITY WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

8.3   CA shall indemnify Ordering Activity against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses finally awarded as a result of a third party action alleging a bodily injury or death which arises under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortuous conduct on the part of CA.

8.4   The above indemnities are contingent upon: (i) Ordering Activity providing prompt notice of any claim of infringement and assistance in the defense thereof, (ii) CA's right to consult with Ordering Activity at any time and to intervene in the proceedings through CA's chosen counsel at CA's expense, provided that Ordering Activity shall not have the right to settle any claim requiring CA to make a payment or to admit liability without CA's prior written agreement , and (iii) Ordering Activity not taking any actions or failing to take actions that hinder the defense or settlement process.

9.   LIMITATION OF LIABILITY

EXCEPT IN THE CASE OF A BREACH OF TITLE, INFRINGEMENT OF CA'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIALITY, OR OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY (INCLUDING ANY OF CA'S SUPPLIERS) SHALL BE LIABLE FOR A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF DATA BY USE OF ANY CA OFFERING, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT WILL A PARTY'S LIABILITY, EXCEED THE FEES PAID AND OR OWED TO CA FOR THE THEN CURRENT INITIAL OR RENEWAL TERM FOR WHICH THE ORDERING ACTIVITY HAS PROCURED THE CA OFFERING OR AS FURTHER DEFINED IN THE MODULE. FURTHERMORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CA SHALL NOT INCUR ANY LIABILITY FOR DEATH OR BODILY INJURY TO ANY THIRD PARTY UNLESS THE SAME ARISES FROM THE INTENTIONAL OR GROSSLY NEGLIGENT ACT(S) OF CA. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

10.   TERM & TERMINATION

10.1 This Foundation Agreement shall continue in effect unless otherwise terminated in accordance with this section or as required pursuant to Federal Acquisition Regulation (FAR) 52.212-4 "Contract Terms and Conditions- Commercial Items" sections (l) "Termination for the Government's Convenience" and (m) "Termination for Cause."

10.2   In the event Ordering Activity elects to terminate an order for its convenience prior to the expiration of the then current term, and such order includes licenses for CA Software, Ordering Activity shall also, within a reasonable period of time, delete all copies of such software from its systems, including copies stored for archival purposes and either destroy or return them to CA. The foregoing shall not apply, however, where such licenses were perpetual and Ordering Activity, at the time of such termination, has paid all associated perpetual license fees.

10.3 Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Foundation Agreement or the Agreement.

11.   DISPUTE RESOLUTION

11.1 Prior to the initiation of formal dispute resolution procedures regarding any dispute, controversy, or claim arising out of the Agreement or interpretation thereof (a "Dispute"), the Parties shall first meet as often, and for such duration and as promptly as the Parties reasonably deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve it.

11.2 The provisions of paragraph 11.1 will not be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue equitable rights or injunctive remedies deemed reasonable necessary to protect its interests.

11.3 Disputes relating to the payments of fees, any third party products or services or otherwise relating to the terms and conditions of an order between an Authorized CA Partner and Ordering Activity, shall be between Ordering Activity and such Authorized CA Partner, or if applicable, between Ordering Activity and Prime Contractor, and Ordering Activity agrees that it shall have no right of contribution or other claim from or against CA by reason thereof.

12.   GENERAL TERMS

12.1 **Amendments**. The terms of the Agreement may only be amended by mutual written agreement of the Parties.

12.2 **Force Majeure**. Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's 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).

12.3 **Order of Precedence**. 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, in the order of the greatest control to the least: (1) U.S. Federal law, (2) the relevant Module and(3) this Channel Foundation Agreement. Notwithstanding this Order of Precedence, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

12.4 **Ordering Activity Data**. If Ordering Activity transfers any personal data to CA as a requirement pursuant to any CA Offering, then Ordering Activity represents that (i) it is duly authorized to provide personal data to CA and it does so lawfully in compliance with relevant legislation, (ii) CA and any entity within the CA group of companies (each a "CA entity") or its subcontractors can process such data for the purposes of performing its obligations and (iii) CA may disclose such data to any CA entity and its subcontractors for this purpose and may transfer such data to countries outside of the country of origin. CA, Inc. is Safe Harbour certified and the CA Entities have committed to comply with relevant data protection/privacy legislation.

12.5 **Import Export**. Ordering Activity agrees that CA Offerings, Documentation, and or Confidential Information is subject to export controls of the United States of America and import controls of any other country in which such information may be used. Ordering Activity agrees to export, re-export or import such information only in compliance with such laws and controls.

12.6 **Announcements**. Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.

12.7 **Counterparts**. This Foundation Agreement and any Module, as applicable, may be signed in any number of counterparts by the Parties and each part shall be considered part of the whole and valid, legally binding document.

12.8 **Notice**. All notices hereunder shall be delivered to the other Party identified in the Agreement either personally, via certified mail, facsimile or overnight courier. If delivered personally, notice shall be deemed effective when delivered; if delivered via facsimile, notice shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

12.9 **Headings**. The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.

12.10 **Validity**. In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

12.11 **Third Parties**. This Agreement shall not create any rights in favor of, or any obligations owed by, any third party unless otherwise expressly defined in any Module. The Parties agree that any action arising from this Agreement shall solely be brought by Ordering Activity, the U.S. Government, or CA, unless otherwise permitted by law.

12.12 **Choice of Law**. To the extent that federal law is not dispositive of a dispute hereunder, the laws of the State of New York (excluding its conflict of laws provisions) shall govern the construction and enforceability of the Agreement.

12.13 **Survival**. Sections pertaining to Confidentiality, Title, Limitation of Liability, Termination, and Import Export shall survive termination of this Foundation Agreement.

12.14 **Entire Agreement**. The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.

Channel SaaS Module

1. INTRODUCTION

1.1. This Module for Software as a Service ("SaaS Module") specifies terms and conditions which apply to Software as a Service that CA will provide to Ordering Activity.

1.2. This SaaS Module incorporates by reference the terms of the Foundation Agreement. Any capitalized terms used in this SaaS Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "Ordering Activity Data" means information stored in the SaaS database.

2.2. "Force Majeure Event" means an event of Force Majeure as defined in the Foundation Agreement and/or delays caused by an internet service provider or hosting facility that results in data center outages resulting from causes not within CA's control.

2.3. "ISO 27001" means an Information Security Management System standard published by the International Organization for Standardization (ISO). This particular standard specifies a management system that is intended to bring information security under explicit management control and mandates specific requirements when this standard is met.

2.4. "Production" means the "live" environment of SaaS provided to process data on a real-time basis.

2.5. "Production Availability" means, for purposes of measuring the Service Level, the aggregate number of minutes during the month in which the SaaS is available for Production access and use by Ordering Activity.

2.6. "SaaS" means the online version of the CA Software specified in the Authorized CA Partner's order with CA for access to and usage by its customers via a website(s) environment.

2.7. "SAS 70 Type II" means the standards used by an independent auditor that employs procedures, policies and controls of SAS 70 Type I to verify and validate that the organization is following those procedures regarding control objectives, activities and control over information technology, and related processes.

2.8. "SaaS Support" means support of the underlying CA software so it operates materially in accordance with the Documentation.

2.9. "Sandbox" means a development or test environment that is not Production.

2.10. "Scheduled Downtime" means planned downtime of SaaS availability where CA provides notice to Ordering Activity at least 72 hours in advance.

2.11. "Service Level" means as described in the section entitled: Service Level Commitments.

2.12. "Subscription Term" means the period of the Ordering Activity's subscription to the SaaS as specified in the Authorized CA Partner's order with CA.

2.13. "Users" means the number of individuals authorized to access and use of SaaS by Ordering Activity and who have been provided user identifications and passwords by Ordering Activity (or by CA at Ordering Activity's request), measured by CA on an aggregate monthly basis by the amount of User Logins. Users may include Ordering Activity and Affiliate's employees and independent contractors that agree to be bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Ordering Activity and not a third party.

2.14. "User Logins" means the initial and standard login screen where a User is required to enter its user ID and the password.

3. SAAS OFFERING

3.1. CA shall provide SaaS to Ordering Activity during the Subscription Term directly or through a third party SaaS provider in accordance with the terms of the Agreement.

3.2. CA hereby provides Ordering Activity a non-transferable and non-exclusive right to access and use SaaS for the sole purpose of supporting its internal business use. A new User may replace a former User who no longer requires access to, or use of, the SaaS. Users may be Ordering Activity employees, Ordering Activity third party consultants, contractors or agents, which third parties may

access and use the SaaS solely for the benefit of Ordering Activity's internal business purposes in accordance with the provisions of this Agreement.

3.3. Ordering Activity acknowledges and agrees that in order for CA to effectively provide SaaS, Ordering Activity may be required to provide necessary information and shall not delay, prevent or interfere with CA's provision of SaaS.

4. FEES & RENEWAL

4.1. Ordering Activity may access SaaS for solely the number and type of Users specified in the Authorized CA Partner's order with CA. Additional Users, or an additional SaaS offering, if available, shall require Ordering Activity to procure with CA or an Authorized CA Partner (whether directly or through a Prime Contractor) for such users or offering. Unless otherwise agreed by CA, (i) additional Users may be purchased only in increments of 50 Users; and (ii) such additional User subscriptions shall be coterminous with the expiration of the Subscription Term.

4.2. CA may with notice prior to any renewal, replace the Ordering Activity ordered SaaS with replacement, underlying software that is generally available to customers with alternative, materially similar, functionality.

4.3. The fees for SaaS subscription are not contingent upon the delivery of any future functionality or features of the CA Software.

5. ORDERING ACTIVITY DATA

5.1. Ordering Activity exclusively owns all rights, title and interest in and to all Ordering Activity Data. Ordering Activity Data shall be considered to be Confidential Information under the Agreement. CA shall not access Ordering Activity's User accounts, or Ordering Activity Data, except (i) in the course of data center business operations if required, (ii) in response to SaaS or technical issues or (iii) at Ordering Activity's specific request as reasonably required in the provision of SaaS. CA will segregate Ordering Activity's Data from other customers' data.

5.2. CA operates and maintains a disaster recovery procedure. In case of a Force Majeure Event, Ordering Activity acknowledges and agrees that Ordering Activity Data may not be recoverable and accepts responsibility for re-entry of such data.

5.3. Ordering Activity Data will be returned to the Ordering Activity at the end of the Subscription Term or at the termination of the SaaS subscription in the manner described in the SaaS Documentation.

6. SECURITY

6.1. CA shall adhere to SAS 70 Type II audit compliance criteria and data security procedures which meet ISO 27001 status during the Subscription Term.

6.2. CA shall comply with CA's security policy and procedures, which policies and procedures are designed to provide and maintain commercially reasonable safeguards against the destruction, loss or alteration of, or unauthorized access to or use of the Ordering Activity Data in CA's possession or control and which safeguards are, at a minimum, no less rigorous than those maintained by CA for its own information of a similar nature.

6.3. Ordering Activity Data shall be stored pursuant to CA's data security procedures, which shall be provided to Ordering Activity upon request. Except as required herein, CA will not be responsible for any unauthorized access to, or alteration, theft or destruction of Ordering Activity Data, unless caused as a result of CA's negligence or intentional misconduct, in which case restoring or recovery of Ordering Activity Data shall be limited to the most recent back-up of Ordering Activity Data. CA is not responsible for loss of Ordering Activity Data arising from Ordering Activity's: (i) transmission of data in contravention of the User Guide; or (ii) failure to act on any CA provided communication.

6.4. CA shall comply with the applicable EU member states' implementation of the Directive 95/46/EC ("Directive") governing the processing of personal data as defined specifically in the Directive and CA, Inc. is Safe Harbour certified.

6.5. Ordering Activity or an independent third party may audit CA's operations within the applicable data center to verify CA's compliance with the security and technical provisions defined in this Module. The audit may take place, no more than once annually, upon thirty (30) days prior written notice subject to Ordering Activity or its independent third party having executed a CA confidentiality agreement and 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.

7. INITIATION AND SUPPORT PROCESSES

7.1. The following processes apply to the SaaS:

   i. CA will send an email to Ordering Activity's technical contact identified in the Authorized CA Partner's order with CA setting out the SaaS URL(s) and other information necessary for initial use of the SaaS. Ordering Activity shall provide information as requested within 7 days of receiving the email.

ii. Customer will utilize the CA Support website, or other site or notification mechanism as CA may designate from time to time, to notify CA of SaaS availability issues, request other in-scope technical support assistance, or for Customer's to provide feedback or approvals on requests as applicable.

8. SAAS SUPPORT

8.1. The Ordering Activity shall be provided with SaaS Support during the Subscription Term.

8.2. For any SaaS Support requests, Ordering Activity should be prepared to provide to SaaS Support personnel, all pertinent information, in English, including but not limited to, Ordering Activity number or site identification number, incident severity, SaaS/software name, area of SaaS (Production or Sandbox), incident description, and a technical contact familiar with Ordering Activity's environment or the problem to be solved. Ordering Activity 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 duplicated.

8.3. Upon receiving Ordering Activity's technical contact information, SaaS Support will be provided in a timely and professional manner by qualified support engineers as defined below:

i. Access to CA help desk and the ability to open and manage support incidents via CA support online or by telephone.

ii. Production environment support: 24x7 for severity 1 incidents; normal business hours for severities 2-4.

iii. Sandbox environment support: Normal business hours for incidents of all severities.

iv. Access to CA support website (currently: http://support.ca.com) for 24x7x365 online support and access to CA software product and documentation, global user communities and regional user groups, FAQs, samples, webcast recordings and demos, usage tips, technical updates and HYPER notifications, as such are made available by CA.

v. Interactive remote diagnostic support allowing CA support engineers to troubleshoot an incident securely through a real-time browser-based remote control feature.

vi. 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 SaaS provided.

Any additional support requirements are only by prior written agreement with CA.

8.4. In order to respond to an issue raised through SaaS Support, CA may request Ordering Activity to upgrade to appropriate operating systems and or third party applications as required in order to properly operate and access the SaaS offering. Any such upgrades or installations shall be at the Ordering Activity's sole option and discretion. The costs associated with any upgrades required and any such installations are not included as SaaS Support and all such costs shall be the responsibility of the Ordering Activity.

9. ORDERING ACTIVITY RESPONSIBILITIES

9.1. Ordering Activity is responsible for all activities that occur in, or are related to, User accounts including the data, information stored or transmitted when accessing SaaS.

9.2. Because Ordering Activity may integrate or utilize third party links to other software, hardware or other service which are associated with, or otherwise available through SaaS, Ordering Activity agrees that it and its Users shall use such third party links in their sole discretion. CA shall have no responsibility or liability with respect to such third party links used by Ordering Activity's or Users' or for any act or omission of any such third party provider.

9.3. Ordering Activity shall not: (i) make SaaS available to any third party not authorized, other than to Users or as otherwise contemplated by this Agreement; (ii) send or store code that can harm or result in damage to the SaaS offering (including but not limited to malicious code and malware); (iii) wilfully 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 external end users and or to process data other than Ordering Activity's as an outsourcer, service bureau or consultant without written permission provided by CA.

10. WARRANTY

10.1. CA warrants that (i) SaaS shall perform materially in accordance with the applicable SaaS Documentation and (ii) that SaaS will be available online according to the performance levels described in the Service Levels defined in this SaaS Module.

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 AND CA MAKES NO WARRANTIES HEREUNDER WITH RESPECT TO ANY HARDWARE EQUIPMENT OR THIRD PARTY SOFTWARE WHICH CA MAY USE TO PROVIDE THE SAAS.

10.3. Ordering Activity warrants that (i) it has the right to transmit any data or information as may be required for the purposes of accessing SaaS (ii) it will ensure compliance to the Agreement by itself and its Users and (iii) it is responsible for all activities that occur in User accounts, (iv) it shall not misuse SaaS through sending spam or otherwise duplicative or unsolicited messages or store infringing, obscene, threatening, or otherwise unlawful material that is harmful to children or violates third party privacy rights.

11. WARRANTY REMEDY

1.1. In the event of a breach of the Warranty by CA, CA may in consultation with Ordering Activity (i) use reasonable efforts consistent with industry standards to cure the defect as defined in CA Support process outlined in this SaaS Module and or (ii) Ordering Activity may exercise its rights to termination as defined under the Service Level Commitment section below and qualify for a refund as defined therein and or (iii) mutually agree with Ordering Activity to terminate the subscription and provide a pro-rata refund to the Authorized CA Partner calculated on the number of months left remaining on the Subscription Term. Warranty remedies are conditioned upon (i) any error or defect complained of is reasonably reproducible by CA, (ii) the breach is not attributable in whole or in part to any non-CA product(s) or service(s).

12. SERVICE LEVEL COMMITTMENT

12.1. Service Levels: The following Service Levels will apply to the applicable SaaS offering during the applicable Subscription Term:

i. Production Availability of SaaS 99.5% on a monthly basis. If Production Availability falls below 99%, it shall be considered a minor failure; and if Production Availability falls below 98%, it shall be considered a major failure.

12.2. Ordering Activity will be provided monthly electronic reports regarding Service Levels and follow the procedure set out below:

i. CA will investigate missed Service Levels through determining the root cause of the issue then using commercially reasonable efforts to correct the issue and advising Ordering Activity as reasonably requested by Ordering Activity of the status of efforts being undertaken with respect to the issue;

ii. Provide Ordering Activity reasonable evidence to Ordering Activity that the cause of the issue is being corrected or will be corrected and

iii. In the event of a minor failure, Ordering Activity is entitled to 2 additional days of the applicable SaaS offering at no additional charge. In the event of a major failure, Ordering Activity is entitled to 5 additional days of the applicable SaaS offering at no additional charge.

12.3. Pursuant to FAR 52.212-4(l), Ordering Activity may terminate for convenience its subscription to SaaS without incurring any additional charges or termination fees. In the event of such termination for convenience CA shall refund to the CA Authorized Partner that portion of the fees paid which have not yet been applied towards SaaS as of the effective date of termination. Any such refund herein shall be Ordering Activity's sole and exclusive remedy under this SaaS Module with respect to CA only and CA shall have no further liability arising out of the applicable SaaS subscription, and shall not impact termination of any other Module or the Foundation Agreement. This section does not limit the rights or remedies of the Ordering Activity under FAR 52.212-4(m), Termination for cause.The following events shall be excluded from the calculation of any Service Level failures: (i) Force Majeure Event; (ii) outages due to Scheduled Downtime such as upgrading data center infrastructure; (iii) outages based on Ordering Activity networks or domain name server issues; (iv) Ordering Activity's configuration, scripting, coding; (v) internet outages; (vi) Ordering Activity outages requested by Ordering Activity (vii) Ordering Activity changes to its environment which hinder SaaS production and (viii) inability for Ordering Activity to log in due to use of Lightweight Directory Access Protocol (LDAP) to control authentication.

13. NIMSOFT SaaS

13.1. The following sections of this Module are not applicable to Nimsoft Saas transactions:

i. 2.2;

ii. 2.3;

iii. 2.7;

iv. 5.2;

v. 6.1;

vi. 6.5 and

vii. 12.2;

13.2. The following sections of this Module are modified or added as follows for Nimsoft SaaS (On-Demand) transactions to the extent consistent with U.S. Federal law:

i. Section 7.1 ii: "Ordering Activity will utilize the **Nimsoft** CA Support website, or other site or notification mechanism as CA may designate from time to time, to notify CA of SaaS availability issues, request other in-scope technical support assistance, or for Ordering Activity to provide feedback or approvals on requests as applicable."

ii. Section 8.1: "The Ordering Activity shall be provided with SaaS Support pursuant ot the terms of   http://www.nimsoft.com/content/dam/nimsoft/documents/un-secure/agreements/nimsoft-us-support-agreement.pdf during the Subscription term."

iii. Section 10.1: "CA warrants that (i) SaaS shall perform materially in accordance with the applicable SaaS Documentation for a period of 60 days from the commencement of the Term and (ii) that SaaS will be available online according to the performance levels described in the Service Levels defined in this SaaS Module.

iv. Add the following as Section 15:

"15. **REPORTING AND AUDIT**

<u>Reports</u>. Ordering Activity agrees to prepare and submit monthly reports to the Authorized CA Partner and CA that shall include, without limitation, information detailing the use of SaaS pursuant to the license metrics applicable to SaaS ("Report"). Ordering Activity shall submit each Report to the Authorized CA Partner and CA on the fifteenth day of each calendar month.

<u>Overage</u>. If the Report shows the Ordering Activity has exceeded the Authorized Use Limitation at any time during a month, such Report shall constitute a basis for a claim to the relevant Contracting Officer pursuant to the Contract Disputes Act and FAR 52.233-1. In no event may the SaaS quantity be lowered below the original number ordered.

14. **GENERAL TERMS**.

14.1. 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, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this Channel SaaS Module and (3) the Channel Foundation Agreement. Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

1. **INTRODUCTION**

   1.1. This Module for the Hardware Appliance ("Hardware Appliance Module") specifies terms and conditions which apply to the Hardware Appliance which CA will provide to Ordering Activity.

   1.2. This Hardware Appliance Module incorporates by reference the terms of the Foundation Agreement. Any capitalized terms used in this Hardware Appliance Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. **DEFINITIONS**

   2.1. "Hardware" means a single CA-supplied third party physical server or device.

   2.2. "Hardware Appliance" means Hardware that is bundled with and operates the CA Software licensed by Ordering Activity and pre-installed on the Hardware.

3. **APPLIANCE OFFERING**

   3.1. CA shall provide the Hardware Appliance specified in the Authorized CA Partner's order with CA.

   3.2. The terms for license and support for the underlying CA Software is covered separately under the Software Module.

4. **FEES**

   4.1. Ordering Activity may order Hardware Appliance with, and pay the associated fees and other charges to an Authorized CA Partner or Prime Contractor. CA will deliver to Ordering Activity the Hardware Appliance specified in the Authorized CA Partner's order with CA.

   4.2. Upon CA's receipt of payment from the Authorized CA Partner, Ordering Activity will own the Hardware free of any liens or encumbrances.

5. **WARRANTY**

   5.1. Upon the purchase of a Hardware Appliance, CA will pass through to the Ordering Activity the applicable Hardware warranty. Such warranty will be provided for a period of twelve (12) months or more depending on the type of Hardware Appliance purchased. A copy of the applicable third party support warranty coverage is available under the "Get Support" section of CA's Support website located at https://support.ca.com.

6. **WARRANTY REMEDY**

   6.1. To address a warranty issue on the Hardware, CA will provide Ordering Activity telephone assistance to access the third party Hardware support to address support issues with the Hardware.

   6.2. Except for procuring third party warranty coverage for the Hardware as described above, the Hardware is provided on an "AS IS" basis and CA makes no warranties, and disclaims any and all express or implied warranties (including but not limited to warranties of merchantability or satisfactory quality or fitness for a particular purpose), with respect to the Hardware. None of the warranties specified in the Foundation Agreement or any other agreement shall apply to the Hardware.

7. **ORDERING ACTIVITY REQUIREMENTS**

   7.1. Ordering Activity is solely responsible for use of the Hardware, including assuring proper supported environment configuration, CA software installation, and operating methods in accordance with the Hardware specifications and Documentation.

   7.2. CA will not support modifications to the Hardware nor will it support the Hardware if Ordering Activity fails to comply with the terms of the Agreement to the extent such failure causes the Hardware's failure to perform in substantial accordance with the applicable Hardware documentation.

   7.3. CA shall have no obligation to replace the Hardware, or provide additional hardware, in cases where future Versions or Releases (as such terms are defined in the Software Module) of the CA Software require an upgrade of or addition to such Hardware.

8. **GENERAL TERMS**

   8.1. 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, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this Channel Hardware Appliance Module and (3) the Channel Foundation Agreement. Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase

order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

1. INTRODUCTION

1.1. This Module for Education ("Education Module") specifies terms and conditions which apply to Education that CA will provide to Ordering Activity.

1.2. This Education Module incorporates by reference the terms of the Foundation Agreement. Any capitalized terms used in this Education Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "Attendees" mean the participants authorized by Ordering Activity to attend or participate in the Education offerings as indicated in the Transaction Document.

2.2. "Course Materials" means any Education content provided to Ordering Activity in any media form pursuant to a Transaction Document, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by CA or a CA subcontractor.

2.3. "Education" means any standard or customized education offerings, training or instruction, or related services, provided by CA or a CA subcontractor in any format or location, including without limitation, (i) instructor led training, including at CA or Ordering Activity site(s), (ii) virtual training, including online classes, courses, or course catalogues and/or (iii) class room training or testing, at a CA or third party training facility.

3. EDUCATION OFFERING

3.1. CA shall provide the Education as specified in the Authorized CA Partner's order with CA.

3.2. CA may require the registration or pre-registration of Attendees in order to attend or access the applicable Education. Ordering Activity acknowledges that CA reserves the right to refuse entry or access to any individual that cannot authenticate their registration or authorization for such Education.

4. FEES AND CANCELLATION

4.1. The Parties acknowlede and agree that all terms governing the fees, payments, payment schedules, pricing and discounts for the applicable CA Offering procured by Ordering Activity under this Agreement are and shall be between solely Ordering Activity and their chosen Authorized CA Partner or Prime Contractor.

4.2. If CA cancels a class due to unforeseen circumstances, or low enrollment, CA will provide as much advance notice as possible but no less than ten (10) business days prior to the class in which case Ordering Activity may reschedule the class to an alternative time.

4.3. Cancellation in writing by Ordering Activity must be provided at least ten (10) business days prior to the class. If such notice is not given CA may charge Authorized CA Partner up to 100% of the fees for the class. If fees are pre-paid, no refund will be provided to the Authorized CA Partner

4.4. Neither party shall be liable for any travel related fees or expenses incurred by the other party in relation to Education which such party has properly cancelled in compliance with this section.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. CA grants to Ordering Activity, a non-exclusive, non-transferable license to use the Course Materials for the internal use of the Ordering Activity, but limited to the specific Attendees and subject to terms of the Agreement. Ordering Activity shall be responsible for all use of the Education and Course Materials by its Attendees.

6. WARRANTY

6.1. If CA provides an instructor, the delivery of the Course Offering shall be provided in a professional, workman-like manner.

6.2. EXCEPT AS SET FORTH IN THIS SECTION, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA.

7. WARRANTY REMEDY

7.1. In the event of a breach of the Warranty section, Ordering Activity's remedy shall be, at CA's discretion and in consultation with Ordering Activity, to re-perform the Education at no additional charge to the Ordering Activity. These remedies are contingent upon the alleged breach not resulting from Ordering Activity's failure to abide by its obligations or to conform to the Course Materials.

8. GENERAL TERMS

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, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this Channel Education Module and (3) the Channel Foundation Agreement. Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

1. INTRODUCTION

1.1. This Module for CA Software ("Software Module") specifies terms and conditions which apply to CA Software that CA will license to Ordering Activity and the Support that applies.

1.2. This Software Module incorporates by reference the terms of the Foundation Agreement. Any capitalized terms used in this Software Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITION

2.1. "Access" means use of CA Software remotely by an Authorized End User.

2.2. "Authorized End Users" means Ordering Activity as well as its employees and support contractors (but excluding any outsourcer, facilities management providers, managed service provider, or application service provider) that are bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Ordering Activity and not a third party.

2.3. "Authorized Use Limitation" means the quantity of the CA Software authorized by CA in accordance with the License Metric specified in the order between CA and the Authorized CA Partner.

2.4. "CA Software" means the computer software programs, either provided individually or packaged as a software appliance, made generally available and licensed to a Ordering Activity under this Module, including all Versions, Releases, provided as part of Support if applicable.

2.5. "Distributed" means the CA Software designated as distributed that is generally used for indepedent usage across individuals systems or hardware based on the Licensed Metric in a decentralized form of computing.

2.6. "Mainframe" means CA Software designated as mainframe that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the Licensed Metric in a centralized form of computing.

2.7. "Maintenance" means the provision of new Releases made available while on active Support or new Versions if applicable to the generally available CA Software licensed by Ordering Activity.

2.8. "Perpetual License" means a license to use CA Software for an indefinite period subject to compliance with the Agreement.

2.9. "Release" means a general available release of a CA software product, which may contain minor new software product functionality, code, or compatibility and incorporates all previous fixes (if any exist) since the last Version. Typically, a Release requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA for a particular product, a Release is tied to the preceding Version and is typically designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.

2.10. "Subscription" or "UMF" (Usage and Maintenance Fee) license means a license to use CA Software for a specific period of time which shall include Support unless otherwise specified by CA in its order with the Authorized CA Partner.

2.11. "Support" means the provision of technical support and Maintenance provided for a particular CA Software as specified in the Authorized CA Partner's order with CA.

2.12. "Territory" is the location where Ordering Activity is authorized to install the CA Software as specified in the Authorized CA Partner's order with CA or the Prime Contractor.

2.13. "Version" means a release of a CA Software Product that contains major changes in software product functionality, code, or compatibility and incorporates the previous release (if one has occurred), fixes and service Packs (if they have occurred). Typically, a Version requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA for a particular product, a Version is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

3. SOFTWARE OFFERING & OBLIGATIONS

3.1. CA grants the Ordering Activity a limited, non-exclusive, non-transferable license, for the Term:

3.1.1. install and deploy the CA Software in the Territory up to the Authorised Use Limitation.

3.1.2. permit its Authorized End Users Access to the CA Software for Ordering Activity's and Affiliates' internal business wherever located. Ordering Activity hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Ordering Activity.

3.1.3. make a reasonable number of copies of the CA Software for disaster recovery "cold standby", backup and archival purposes. Use of such copies is limited to testing Ordering Activity's disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Ordering Activity cannot operate the CA Software.

3.1.4. relocate CA Software to a new Ordering Activity location within the Territory upon prior written notice.

3.2. The specifications and specified operating environment information of the CA Software may be found in the Documentation accompanying the CA Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file).

3.3. Upon request by CA, Ordering Activity agrees to provide records reasonably requested by CA to verify its compliance with the Authorized Use Limitation during the period in which Ordering Activity is licensed to use the CA Software and for a period of twelve (12) months after expiration including certified copies of statements or records as applicable. Such reports will be based on the License Metric for the CA Software ordered for Customer by CA.

3.4. The grant of license is contingent upon Ordering Activity's compliance with the following obligations set out under this provision: Ordering Activity agrees, that it shall not: (i) access or use any portion of the CA Software not expressly authorized by CA or the Documentation of the CA Software; (ii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the CA Software; (iii) modify, unbundle, or create derivative works of the CA Software and/or Documentation; (iv) rent, sell, lease, assign, transfer or sublicense the CA Software or use the CA Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (v) remove any proprietary notices, labels, or marks on or in any copy of the CA Software or Documentation; (vi) use the CA Software beyond the Authorized Use Limitation.

3.5. CA reserves the right, on reasonable notice to the Ordering Activity and subject to any security measures the Ordering Activity deems appropriate, to conduct an audit remotely or onsite of Ordering Activity and/or its Affiliates facilities to verify Ordering Activity's compliance with the terms of the Agreement. CA agrees that such audit shall be conducted during regular business hours at Ordering Activity's offices and CA shall endeavor to conduct such audit so as not to interfere unreasonably with Ordering Activity's activities and/or use an independent third party to conduct the audit subject to terms of non-disclosure if required.

3.6. All rights not specifically granted hereunder are expressly reserved.

4. SUPPORT OFFERING

4.1. If Support is purchased by Ordering Activity, CA will provide Ordering Activity with technical support for the CA Software, according to the Support specified in the Authorized CA Partner's order with CA, to operate according to the Documentation, help desk support and Maintenance for the CA Software based on Support guidelines as described on http://www.support.ca.com.

4.2. In order to initiate an issue, Ordering Activity will provide CA sufficient information so that CA can provide assistance to Ordering Activity in a timely manner.

4.3. CA will provide a minimum of twelve months prior written notice to Ordering Activity if CA ceases to provide new Versions or Releases for a CA Software product.

4.4. CA will renew Support for Ordering Activity's use of the CA Software upon its acceptance of an order with an Authorized CA Partner for such Support.

5. THIRD PARTY TERMS

The CA Software may contain third-party software components. Ordering Activities are advised to review any additional terms, notices, and/or information applicable to third-party software components, which are available at https://support.ca.com/prodinfo/tpterms.

6. PERFORMANCE WARRANTY

6.1. For Distributed Software. CA warrants that the CA Software will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the CA Software to Ordering Activity subject to Ordering Activity's compliance with the Agreement.

6.2. For Mainframe Software. CA warrants that the Mainframe Software will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term, subject to Ordering Activity's compliance with the Agreement.

7. PERFORMANCE WARRANTY REMEDY

7.1. If CA has breached either warranty set forth in the section entitled: Performance Warranty, Ordering Activity's remedy is for CA to, in consultation with Ordering Activity, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the CA Software(s) with one that materially complies with the Documentation, or (iii) mutually agree to terminate the license

and provide a pro-rata refund to the Authorized CA Partner of the license fees paid and or Support fees. If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Transaction Document or if the CA Software is licensed under a Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years.

7.2. Warranty remedies are conditioned upon (i) any error or defect complained of is reasonably reproducible by CA, (ii) the CA Software is not modified and is being used in accordance with CA Documentation, and (iii) the breach is not attributable in whole or in part to any non-CA product(s) or service(s).

7.3. **THE ABOVE WARRANTIES ARE THE SOLE WARRANTIES PROVIDED BY CA. NO OTHER WARRANTIES, INCLUDING THAT THE CA SOFTWARE IS ERROR FREE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA.**

8. ACCEPTANCE

8.1 All CA Software is deemed accepted upon issuance of an order to CA from CA Authorized Partner.

9. VIRTUALIZATION

When CA Software is used on multiple machines (physical and "virtual"), each such use of the CA Software shall be counted for the purposes of determining the Authorized Use Limitation for that CA Software. A "virtual" PC or server environment is created where Virtual Machine Technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously.

10. NEW PRODUCT LANGUAGE AND DISTRIBUTED CA SOFTWARE EXCLUSION

10.1 In addition to and separate from unspecified upgrades and enhancements to be provided as maintenance under the initial Term specified in the order with Authorized CA Partner (together with any extension(s) or renewal(s) thereof, the "Term" for purposes of this section), in the event CA develops a new release of a mainframe CA Software that it designates and makes generally available as a new product (typically containing new functions in addition to or different from existing functionality (a "New Product"), then upon CA's receipt of Ordering Activity's written request and without additional charge, such currently unspecified mainframe New Product shall be made available for use by the Ordering Activity during the Term, on the same basis as applies to such mainframe CA Software, even if CA then determines to charge a separate license fee for the mainframe New Product to CA's other licensees.

10.2 Such rights shall not extend to any Hardware provided under this Agreement. Notwithstanding anything to the contrary in the Agreement by and between the parties hereto (i) the Distributed CA Software herein shall not be construed as a "New Product" for the purposes of any prior agreement between the parties; and (ii) the provisions of any "New Product" provision in any prior agreement shall not apply to the distributed CA Software herein or any subsequent license for CA Software.

11. NIMSOFT ON PREMISE

11.1. **The following terms are modified or added for all Nimsoft transactions to the extent consistent with U.S. Federal law:**

11.1.1. **Section 2.4**: "Nimsoft Software" means the computer software programs, made generally available and licensed to a Ordering Activity under this Module, including all Versions, Releases, provided as part of Support if applicable."

11.1.2. **Section 4.1:** **"**If Support is purchased by Ordering Activity, CA will provide Ordering Activity with technical support for the Nimsoft Software, according to the Support specified in the Authorized CA Partner's order with CA, to operate according to the Documentation, help desk support and Maintenance for the Nimsoft Software pursuant to the following: http://www.nimsoft.com/content/dam/nimsoft/documents/un-secure/agreements/nimsoft-us-support-agreement.pdf."

11.1.3. **Add as Section 15: "15. REPORTS.** Ordering Activity agrees to prepare and submit monthly reports to the CA Authorized Reseller and CA that shall include, without limitation, information detailing the use of the Nimsoft Software pursuant to the license metrics applicable to the Software ("Report"). Ordering Activity shall submit each Report to CA Authorized Reseller and CA on the fifteenth day of each calendar month."

11.1.4. **Add as Section 16:** "**16. OVERAGE**. If the Report shows the Ordering Activity has exceeded the Authorized Use Limitation at any time during a month, such Report shall constitute the basis for a claim to the relevant Contracting Officer pursuant to the Contract Disputes Act and FAR 52.233-1. In no event may the Perpetual License or Subscription License quantity be lowered below the original number ordered."

12. GENERAL TERMS

12.1. 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, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this Channel Software Module and (3) the Channel Foundation Agreement. Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

Attachment A to Channel Software Module
Definitions and License Metrics

APPLICABILITY

The following definitions and License Metrics shall apply to the CA Software licensed by Ordering Activity to the extent such terms and/or CA Software are included in Ordering Activity's agreement with Authorized CA Partner or Prime Contractor:

Arcot

"Tier Servers" means single server of any tier up to and including Tier 9 Server. "Server" shall designate a specialized computer or a serial of processors assigned to store and to distribute information to and from Customer's personal computer (workstations). Linked to a company network, it enables a shared access to the files and a printing service support. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis.

CA Access Control Premium Edition

"Managed Device" means a virtual or physical machine to which the CA Software controls access.

CA Access Control Privileged User Password Management (PUPM)

"Managed Device" means a virtual or physical system or application whose privileged account passwords are being managed by the CA Software, including but not limited to operating system instances, databases, applications, Command Line Interface Software Development Kits, Open Database Connectivity/Java Database Connectivity applications, Windows services and managed tasks, and managed configuration files. When CA Software is used (i) in connection with a Managed Device or (ii) in connection with a virtual or physical system or application that leverages or interoperates with a Managed Device (a "Password Consumer System or Application"), each such use of the CA Software shall be counted for the purposes of determining the Authorized Use Limitation.

CA Automation Suite for Data Centers

A "Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores. CA Configuration Automation program is included in the delivery of CA Automation Suite for Data Centers for use in server environments managed under CA Automation Suite for Data Centers license. Use of this program with server environments not managed by CA Automation Suite for Data Centers requires a separate license for additional fees. Systems Performance for Infrastructure Manager (SystemEDGE) and Virtual Assurance for Infrastructure Manager AIMS components are included in the delivery of the CA Automation Suite for Data Centers for use only with this product. Use of these components with other CA products requires a separate license for additional fees.CA IT Client Management solution consists of CA Software Delivery, CA Asset Management, CA Remote Control programs and is included in the delivery of the CA Automation Suite for Data Centers. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.CA Asset Intelligence and CA Patch Manager programs are included in the delivery of the CA Automation Suite for Data Centers. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.CA Process Automation program is included in the delivery of CA Automation Suite for Data Centers. CA Process Automation includes two Orchestrators, all non-Premium Connectors, unlimited Agents and 75 Concurrent Processes per Orchestrator. Additional Orchestrators and Premium Connectors are available as an add-on option at additional cost. "Agent" means a single installation of the agent software component of the CA Process Automation program on a specific operating system which can be identified as unique host identification on a physical or virtual hardware server. "Orchestrator" means a single installation of the Orchestrator software component of the CA Process Automation program on a specific operating system which can be identified as unique host identification on a physical or virtual hardware server. This installation can be a stand-alone Orchestrator or as a node of a new or existing clustered Orchestrator. "Connector" is the software program connecting the CA Process Automation program with specific named third party software or other CA software. For example, CA Process Automation Connector For CA Service Desk connects CA Process Automation with CA Service Desk. Each Connector may only be used to

connect the CA Software with the specific named third party software or CA software program. "Premium Connector" means a Connector identified by CA in the Order Form. "Process instance" means a single copy of a Process definition that has been scheduled to run (Queued state), is running (Running state), or has completed running (Failed or Completed state) on a particular "Orchestrator".

"Concurrent Processes" means the number of CA Process Automation Process instances that are marked in the Running state within an Orchestrator at any given time.

CA AutoSys Workload Automation

"Instance" means the number of copies of CA AutoSys Workload Automation installed in your physical and/or virtual environment.

CA Clarity Project & Portfolio Manager

"CA Software" means the CA Clarity Project and Portfolio Manager (also known as CA Clarity PPM). CA Clarity PPM is licensed by Environment and the number of Users (Manager, Team Member or Viewer). Customer is granted the right to install and use CA Clarity PPM in not more than three (3) Environments, of which only one (1) may be a production Environment. An "Environment" can consist of any or all of the following, provided that all of the servers in the Environment function as one logical Environment: one or more application servers, search servers, report servers, background servers, and/or database servers. Typical examples of Environments include production Environments, development Environments and test Environments. A production Environment is a computer system used to process an organization's daily work on a real-time operation, not systems used only for development and testing. "Manager User" means Customer's designated users who have full use of and access to the functions within CA Clarity PPM. "Team Member User" means Customer's designated users who have limited rights to the functions within CA Clarity PPM, and may only (i) view data and run reports in all licensed products; (ii) collaboratively participate in processes, discussions and document sharing and receive notifications in all licensed products; (iii) view project tasks and calendars, and report and approve time and project status; and (iv) enter and view status of ideas. "View Only User" means Customer's designated users who have limited rights to the functions within CA Clarity PPM and may only (i) view data and run reports; (ii) originate idea workflows, and participate in the continuation of those workflows.

CA Client Automation

A "Managed System" is any physical or virtual computer system that can host an operating system, including, but not limited to, a desktop computer or laptop computer, used by an end-user as part of their job function to access data, applications and resources, that is administered or managed by CA Client Automation by way of a management infrastructure, whether a CA management agent resides on the system or not. This includes laptops, desktops and virtual desktops running Windows, Macintosh and Linux operating systems, and it excludes Windows Servers, Linux Servers and UNIX systems. The management infrastructure components, such as Domain Manager, Scalability Server, and System Engine, that run on server platforms do not require a separate license, except if these systems themselves are being managed by an active agent for purposes other than serving as the CA Client Automation management infrastructure.

CA Client Automation consists of:
CA IT Client Manager
CA Patch Manager
CA Desktop Migration Manager
CA Asset Intelligence
CA Workflow for CA IT Client Manager (it is included in the delivery of CA Client Automation for use only for automating workflows inside CA Client Automation and between CA Client Automation and other software programs)

CA Configuration Automation:

The CA Software is licensed by the number of Physical Sockets. A "Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Database Performance

CA Database Performance is licensed by the number of CPUs when used as a distributed product. "CPU" means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the

calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously. With the Authorized Use Limitation as "CPU" or "Processor", the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with databases monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with databases monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing databases(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

CA Systems Performance for Infrastructure Managers (formerly known as "CA SystemEdge") is a separate program included in the delivery of CA Database Performance. Customers can use this program only for communication with other CA Technologies tools and/or monitoring CA Technologies software systems only. Full functionality of the program to monitor and manage servers requires a separate license with additional fees.

CA DLP

CA DLP includes CA DLP Enterprise Suite, CA DLP Platform & Surveillance, CA DLP Endpoint, CA DLP Stored Data, CA DLP Message Server and CA DLP Network. CA DLP Network and CA DLP Enterprise Suite (which includes CA DLP Network) require and may only be used on a licensed CA DLP Network Appliance.

"CA DLP Network Appliance" means the hardware that operates the CA DLP Network. "User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless specified on the Order Form, a User shall not be counted more than once or a concurrent basis. If an Appliance is included with the CA Software, Support for an Appliance is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Enterprise Log Manager

"Agent" means a single installation of the agent software on a specific operating system instance which can be identified as a unique host identification on a hardware server. A hardware server may have multiple operating system instances installed on it (through partitioning or virtualization). Each instance of the operating system on a partitioned/virtualized server must license an agent if required for job scheduling purposes. "Node" means, in a communications system, a network junction or connection point. Any system or device connected to a network is also called a node or cluster. "Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA ESP Workload Automation
(MIPS Based license. Operating System is IBM z/OS)

CA ESP Workload Automation is licensed by the specified number of MIPS (the "Authorized Use Limitation in MIPS"). "MIPS" means millions of instructions per second. The MIPS capacity of a computer shall be calculated by reference to CA's published schedules of the MIPS capacity and if a computer isn't listed then the manufacturer's published specifications should apply. In the event that any particular computer is not accounted for on CA's schedule, the manufacturer's published specification of MIPS capacity shall control.   Further, in the event a special purpose processor, designed to perform one or more dedicated functions, is being used as a general purpose processor, CA shall treat such processor as a general purpose processor for purposes of calculating Authorized Use Limitation in MIPS. "Customer Site" means the site(s) specified at the time of licensing the CA Software or the Customer Address if no Customer Site has been indicated. Customer may use the CA Software only on the specific computers upon which the CA Software is installed to run at the Customer Site or on computers which are linked, connected to and/or which can remotely access such computers, irrespective of the

platform designations of the hardware or operating systems, provided that such computer is capable of accessing, using, executing or benefiting from the CA Software, subject to the aggregate MIPS capacity not exceeding the Authorized Use Limitation in MIPS.

CA Fast Unload for Distributed Databases:

The CA Software is licensed by the number of servers. "Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA Federation Manager:

(a) "Federate" means to link or bind two or more entities together, enabling identity, account, attribute, authentication, and authorization federation across different trust realms.
(b) "Federation" means a relationship or an association between a specific system entity's identified users, partners or accounts.
(c) "Federation Partner" means an internal or external entity (i) for which a unique federation configuration is required in order to join a Federation, and (ii) with whom Customer interoperates using Federation Manager, with or without SAML AA.
(d) "Federation Partnership Licensee" means the Federation Partner designated by Customer as licensed to use SAML AA or Federation Manager in accordance with the provisions of the Agreement and who has agreed in writing to Customer terms and conditions substantially similar to the Federation Manager and SAML AA license provisions contained herein, as well as the confidentiality provisions contained in the Agreement. Such Federation Partnership Licensee shall not have any right to further copy, distribute, or otherwise transfer such software or any rights therein, notwithstanding any provision of the Agreement to the contrary. With regard solely to such Federation Partner's use of the Licensed Programs in accordance herewith, the term "Customer" in the Agreement includes such Federation Partner.
(e) "Federation User" means any user who is allowed to use a Federation via the specific configuration of Federation Manager that Customer deploys. A Federation User shall not be counted more than once or on a concurrent basis.

CA GEN ENC Cross-Gen Opt Linux

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. "Non Tier Servers" means single server of any tier up to and including Tier 9 Server.

CA GEN Implementation Toolset

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. "Non Tier Servers" means single server of any tier up to and including Tier 9 Server.

CA GEN TRANSACTION Enabler

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. "Non Tier Servers" means single server of any tier up to and including Tier 9 Server.

CA GEN TRANSACTION Enabler User Fnl

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a

User shall not be counted more than once or on a concurrent basis. "Non Tier Servers" means single server of any tier up to and including Tier 9 Server.

CA GEN WRKSTN Cross-Gen Linux

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. "Non Tier Servers" means single server of any tier up to and including Tier 9 Server.

CA Identity Manager

"User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA Identity Manager. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. "Internal User" is an intranet User defined as an employee or contractor of the Customer. CA Identity Manager may be used for Customer's internal use only, by the Internal Users on Customer's local area network and client/server system or a HTTP-based Web server infrastructure. Internal Users licensed hereunder may not be aggregated by a Customer contractor with any users of CA Identity Manager separately licensed by such contractor. "External User" is either an extranet or internet User defined as an employee of Customer's authorized third parties, which may be Customer's customers, clients, or consumers, on internet website(s) owned by, or under the control of, Customer. External Users licensed hereunder may not be aggregated by a Customer's vendor or business partner with any Users of CA Identity Manager separately licensed by such vendor or partner.

CA Infrastructure Insight

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines, but excluding endpoint devices such as IP telephones. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

a. For network-connected devices, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

b. For network-connected devices, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA Infrastructure Insight consists of CA Spectrum Infrastructure Manager and CA NetQoS ReporterAnalyzer.

CA Database Performance is included in the delivery of CA Infrastructure Insight for use only for monitoring the databases included in CA Infrastructure Insight. Full functionality of CA Database Performance to monitor other databases requires a separate license for additional fees.

CA Systems Performance for Infrastructure Managers is included in the delivery of CA Infrastructure Insight for use only for provisioning and performance monitoring of the systems that are running CA Infrastructure Insight. Full functionality of CA Systems Performance for Infrastructure Managers requires a separate license for additional fees.

If an Appliance is included with the CA Software, Support for a CA-provided physical server platform hardware appliance which is bundled with and used to operate one or more pre-installed licensed CA software products is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Infrastructure Management

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines, but excluding endpoint devices such as IP telephones. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

a. For network-connected devices, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

b. For network-connected devices, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA Infrastructure Management consists of CA Spectrum Infrastructure Manager, CA eHealth Performance Manager and CA NetQoS ReporterAnalyzer.

CA Database Performance is included in the delivery of CA Infrastructure Management for use only for monitoring the databases included in CA Infrastructure Management. Full functionality of CA Database Performance to monitor other databases requires a separate license for additional fees.

CA Systems Performance for Infrastructure Managers is included in the delivery of CA Infrastructure Management for use only for provisioning and performance monitoring of the systems that are running CA Infrastructure Management. Full functionality of CA Systems Performance for Infrastructure Managers requires a separate license for additional fees.

If an Appliance is included with the CA Software, Support for a CA-provided physical server platform hardware appliance which is bundled with and used to operate one or more pre-installed licensed CA software products is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Infrastructure Performance

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines, but excluding endpoint devices such as IP telephones. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

a. For network-connected devices, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

b. For network-connected devices, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA Infrastructure Performance consists of CA eHealth Performance Manager and CA NetQoS ReporterAnalyzer.

CA Database Performance is included in the delivery of CA Infrastructure Performance for use only for monitoring the databases included in CA Infrastructure Performance. Full functionality of CA Database Performance to monitor other databases requires a separate license for additional fees.

CA Systems Performance for Infrastructure Managers is included in the delivery of CA Infrastructure Performance for use only for provisioning and performance monitoring of the systems that are running CA Infrastructure Performance. Full functionality of CA Systems Performance for Infrastructure Managers requires a separate license for additional fees.

If an Appliance is included with the CA Software, Support for a CA-provided physical server platform hardware appliance which is bundled with and used to operate one or more pre-installed licensed CA software products is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Insight Database Performance Manager

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.CA Systems Performance for Infrastructure Managers (formerly known as "CA System Edge") Limited Use, is a separate program included in the delivery of CA Insight Database Performance Manager. The customers can use this program only for communication with other CA Technologies tools and/or monitoring CA Technologies Software systems only. Full functionality of the program to monitor and manage servers requires a separate license with additional fees.

CA IT Asset Manager

"CA Software" means the CA IT Asset Manager and CA Software Compliance Manager. A "Managed System" is any physical or virtual desktop, laptop, server, and tablet computer that may be tracked and/or managed by the CA Software, based upon user-supplied unique designations to identify such computers, regardless of use purpose including non-production, spares, or disaster recovery. If the optional component CA Software Compliance Content Subscription is listed on the applicable Order Form, Customer is granted a term license to use such content with CA Software Compliance Manager or CA IT Asset Manager beginning on the Term Start Date and ending on the Term End Date. The subscription fees for CA Software Compliance Content Subscription include the right to receive content updates during the Term of the content subscription. Such license for CA Software Compliance Content Subscription shall renew at the option of the Ordering Activity and be extended for successive periods equivalent to the original subscription Term, subject to the parties' agreement concerning fees to be paid during each such extended term. Use of the CA Software is limited as to several components included unless separately licensed. Software technology for Software Distribution, Remote Control and Asset Discovery and Inventory (CA IT Client Management) are included with CA Software Compliance Manager and CA IT Asset Manager, however the only authorized use is the ability to import Microsoft SMS 2003 or Microsoft SystemCenter Configuration Manager 2007 through the CA Asset Converter for Microsoft SMS, importing inventory from other third party discovery tools using the Asset Collector technology and CA IT Client Manager technology. Explicitly, Customer is not licensed to use the software distribution, remote control technologies as well as the full asset inventory and discovery agents. Use of the CA Software or CA Software Compliance Content Subscription is not a substitute for Customer's compliance with any laws (including but not limited to any act, statute, regulation, requirement, rule, standard, directive, administrative order, executive order, etc. (collectively, "Laws")). Customer should consult with competent legal counsel regarding any such Laws. Use of the CA Software or CA Software Compliance Content Subscription is not a substitute for Customer's compliance with its contractual obligations. The CA Software and CA Software Compliance Content Subscription require Customer to (i) manually or electronically enter or (ii) make decisions regarding software license data and other information for purposes of tracking authorized use, compliance with its software license contractual obligations and other information ("Data Entry"). Notwithstanding the provisions of any warranty to the contrary, CA makes no warranty with respect to the CA Software or CA Software Compliance Content Subscription failure, error, omission or inaccuracy to the extent that any such failure, error, omission or inaccuracy relates, in whole or in part, to Data Entry errors, omissions, decisions, inaccuracies, misinterpretations or otherwise.

CA IT Client Manager

"Managed System" is any physical or virtual computer system that can host an operating system, including, but not limited to, a desktop computer, server, or laptop computer, that is administered or managed by the CA Software (IT Client Manager / IT Inventory Manager) by way of a CA management agent, whether it resides on the asset or not. A "Non-CA managed system" has their inventory gathered by a non-CA management agent; however, the information about that asset is still stored in the Management Database (MDB). This asset information may have been obtained using the SMS Connector or Asset Collector. If Customer is licensed for CA IT Client Manager Patch Subscription, Customer is granted a term license to use such program with CA IT Client Manager beginning on the Term Start Date and ending on the End Date for the subscription term. The term license for the CA IT Client Manager Patch Subscription shall renew at the Ordering Activity's option and be extended for successive periods equivalent to the original term, subject to the parties' agreement concerning fees to be paid during each extended term.

CA Mainframe for IBM Rational Developer for System z Unit Test (CA Mainframe Suite for RDz UT):

a) Additional license rights to the CA software program(s) referenced below ("CA Software") are provided under the following terms and conditions in addition to any terms and conditions referenced (i) on the Order Form entered into by you and the CA entity ("CA")

through which you obtained a license for the CA Software and (ii) in the software license agreement between you and CA for the CA Software. These terms shall be effective from the effective date of the Order Form.

b) **Program Name:** CA Mainframe Suite for IBM Rational Developer for System z Unit Test ("RDz UT")

c) **Specified Operating Environment**

The license rights set forth herein apply only to CA Software separately licensed from CA for the z/OS environment and for use hereunder only in the IBM RDz UT environment.

d) **CA Software**

CA Software for IBM RDz UT Environment:

CA 1™ Tape Management, CA TLMS® Tape Management
CA ACF2™, CA ACF2™ Option for DB2
CA Aion® Business Rules Expert
CA Auditor for z/OS, CA Cleanup
CA Bundl®
CA Cleanup
CA Compliance Manager for z/OS
CA Database Management for DB2 for z/OS
CA Database Management for IMS for z/OS
CA Datacom®
CA Deliver™
CA Disk™ Backup and Restore
CA Dispatch™
CA Easytrieve®
CA Endevor® Software Change Manager
CA FileMaster™ Plus, CA FileMaster™ Plus IMS
CA Gen
CA Gener/OL
CA IDMS™
CA InterTest™ for CICS, CA InterTest™ Batch
CA JCLCheck™ Workload Automation
CA JobTrac™ Job Management
CA Librarian®
CA Mainframe Application Tuner
CA Mainframe Software Manager™
CA NetMaster® File Transfer Management, CA NetMaster® Network Automation , CA NetMaster® Network Management for SNA, CA NetMaster® Network

Management for TCP IP
CA Optimizer®/II
CA Panvalet®
CA Roscoe®
CA Scheduler® Job Management
CA Spool™
CA SymDump® Batch, CA SymDump® for CICS
CA Telon®
CA Top Secret®, CA Top Secret® Option for DB2
CA UFO™
CA View®
CA Workload Automation CA 7® Edition, CA Workload Automation ESP Edition, CA Workload Automation Restart Option EE, CA Workload Automation Restart Option for z/OS Schedulers
CA XCOM™ Data Transport®

e) Licensing Model and Terms

The license rights set forth herein authorize you to use CA Software for which you are separately licensed only in the IBM RDz UT environment for non-production purposes. During the term of this license, you must also be licensed to use the IBM RDz UT environment. Use of the CA Software in any other environment or in the RDz UT environment for production purposes is expressly prohibited. This restriction does not change your existing license rights to use the CA Software in a production environment. A production environment is a computer system used to process an organization's daily work on a real-time operation and is not a system used only for development and testing. During the term of this license, if you license additional CA Software, the license rights granted herein apply to such subsequently licensed CA Software.

The license rights are provided on a "per Seat" basis. "Seat" means a single person or identity whose access and use rights can be authenticated, authorized, or administered, or who has the ability to view content aggregated or managed by the CA Software. In general, a Seat shall not be counted more than once or on a concurrent (logged-in) basis. One Seat license shall authorize you to use any of the CA Software for which you are separately licensed in the RDz UT environment. The term of this license (the "Term") is the lesser of: (i) one (1) year; (ii) the term end date for the applicable separately licensed CA Software; or (iii) the term end date for your use of the IBM RDz UT environment. Any termination under clauses (ii) or (iii) immediately above shall not result in refund of any license fees paid hereunder. Subject to the limitations set forth in clauses (i) (ii) and (iii) immediately above, any renewal or extension of the license term for the separately licensed CA Software or the IBM RDz UT environment, as the case may be, shall continue the Term of this agreement for the period identified above. If you have multiple CA Software products with different term end dates, the license rights granted herein terminate as to each specific CA Software product in the lesser of one (1) year or when the applicable term license for such CA Software ends. Termination of license rights hereunder shall not terminate your license to any CA Software product.

CA does not provide support for the CA Software in the RDz UT environment. Any issues with the CA Software in the RDz UT environment must be reproduced by you in the z/OS environment and reported as such through CA Technologies normal support process for the CA Software.

CA NetQoS NetVoyant

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines. Endpoint devices used solely as IP telephones are not considered to be Devices, unless the CA Software is specifically licensed by the number of phones. For the purposes of CA NetQoS Unified Communication Monitor only, endpoint devices used solely as IP

telephones are considered to be Devices. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

1. For network-connected devices, in non-virtual server environments, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

2. For network-connected devices, in non-virtual server environments, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, in non-virtual environments, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA NetQoS Reporter Analyzer

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines. Endpoint devices used solely as IP telephones are not considered to be Devices, unless the CA Software is specifically licensed by the number of phones. For the purposes of CA NetQoS Unified Communication Monitor only, endpoint devices used solely as IP telephones are considered to be Devices. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

1. For network-connected devices, in non-virtual server environments, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

2. For network-connected devices, in non-virtual server environments, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, in non-virtual environments, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA RegFort:

CA RegFort is licensed by the number of Users or Issuance.

"User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA RegFort or who has the ability to view content aggregated or managed by CA RegFort. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

"Issuance" means any activity in the life cycle of a Public Key Infrastructure credential that is managed by CA RegFort, including, but not limited to, creation of a new credential, revocation, renewal, re-issue or update of the credential.

"RegFort Client" means a portion of CA RegFort which enables end-users to interface with smartcards and tokens.

Limited License Grant. In addition to the rights granted in the applicable license agreement, CA grants Customer and its affiliates a nonexclusive license to distribute RegFort Client to end-users. Customer may use Customer's logo and name with the RegFort Client. No title to or ownership of the RegFort Client is transferred to Customer.

CA RiskFort:

CA RiskFort is licensed by the number of Users.

"User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA RiskFort or who has the ability to view content aggregated or managed by CA RiskFort. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

CA Role and Compliance Manager

"User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. An "Internal User" is an intranet User defined as an employee or contractor of the Customer. CA Role and Compliance Manager may be used for Customer's internal use only, by the Internal Users on Customer's local area network and client/server system or a HTTP-based Web server infrastructure. Internal Users licensed hereunder may not be aggregated by a Customer contractor with any users of CA Role and Compliance Manager separately licensed by such contractor. An "External User" is either an extranet or internet User defined as an employee of Customer's authorized third parties, which may be Customer's customers, clients, or consumers, on internet website(s) owned by, or under the control of, Customer. External Users licensed hereunder may not be aggregated by a Customer's vendor or business partner with any Users of CA Role and Compliance Manager separately licensed by such vendor or partner.

CA Server Automation

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Systems Performance for Infrastructure Manager (SystemEDGE) and CA Virtual Assurance for Infrastructure Manager AIMS components are included in the delivery of the CA Server Automation for use only with this product. Use of these components with other CA products requires a separate license for additional fees.

CA IT Client Management solution consists of CA Software Delivery, CA Asset Management, CA Remote Control programs and is included in the delivery of the CA Server Automation. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.

CA Asset Intelligence and CA Patch Manager programs are included in the delivery of the CA Server Automation. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.

CA Service Desk Manager

"CA Software" and "SDM" mean the CA Service Desk Manager – Analyst License, CA Service Desk Manager - Full License, or CA CMDB Manager Servers described herein in object code form. CA Service Desk Manager-Full License and CA Service Desk Manager-Analyst License are licensed on a Concurrent Analyst basis. In CA Service Desk Manager-Full License, CA Service Desk Manager-Analyst License, the authorized users are assigned various roles based upon the functions needed to accomplish designated tasks. "Concurrent Analyst", in the context of CA Service Desk Manager, means a software license that is based on the number of simultaneous (concurrent) users accessing the program. For the purpose of SDM, all roles (for example: Analyst, Manager, Administrator), and programmatic API and/or web services calls require a license. The Software does not prohibit additional users from access, but does log a license exception for auditing purposes. Customer is entitled to have the specified number of Concurrent Analysts access CA Service Desk Manager simultaneously. For CA Service Desk Manager-Full License, CA Service Desk Manager-Analyst License, You are also licensed for End-User Self-Service, which is granted to the employee and customer roles to allow for the creation, modification, and closure of a ticket on their own behalf, but not on behalf of someone else. CA Service Desk Manager-Full License includes a limited entitlement to CA Cohesion, and use of CA Cohesion is restricted to a maximum of one hundred (100) Managed Servers. Use for additional Servers requires additional licenses for CA CMDB Managed Server. CA Service Desk Manager-Analyst License does not include the CA Cohesion entitlement. CA CMDB Managed Servers is licensed by the number of Servers. "Managed Servers" means a virtual or physical Server managed by CA Software. "Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA Service Desk Manager includes a limited entitlement to CA Business Intelligence. This entitlement is restricted to use within the context of reporting for SDM only. Specifically, SDM reports created using CA Business Intelligence may access and incorporate data created by, derived from, or used by SDM or third party data sources, provided that such data facilitates or augments data for Customer's use of SDM.

CA Service Desk Manager includes a limited entitlement to CA Process Management for Workflows. This entitlement is restricted to use within the context of Workflows associated with SDM only. This entitlement includes: the Service Desk Manager connector; three (3) Custom Operators; and five (5) Agents. This entitlement does not include any Premium Connectors. Multiple Orchestrators can be deployed with the constraints specified herein. There are no license limitations on the number of concurrent processes per Orchestrator.

For the purpose of CA Process Management for Workflows, "Agent" means a single installation of the agent software component of the CA Process Management for Workflows on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server.

For the purpose of CA Process Management for Workflows, "Connector" is the software program connecting CA Process Management for Workflows with specifically named third-party software or other CA software. For example, "CA Process Management for Workflows Connector for CA Service Desk Manager" connects CA Process Management for Workflows with CA Service Desk Manager. Each Connector may only be used to connect the CA Software with the specific named third-party software or CA software program.

For the purpose of CA Process Management for Workflows, "Custom Operator" means a type of automation object within the CA Process Management for Workflows that can be created to enhance, modify, or restrict the capabilities of an existing "Connector".

For the purpose of CA Process Management for Workflows, "Orchestrator" means a single installation of the Orchestrator software component of CA Process Management for Workflows on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server. This installation can be a stand-alone Orchestrator or as a node of a new or existing clustered Orchestrator.

CA SiteMinder

"User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. An "Internal User" is an intranet User defined as an employee or contractor of the Customer. CA SiteMinder may be used for Customer's internal use only, by the Internal Users on Customer's local area network and client/server system or a HTTP-based Web server infrastructure. Internal Users licensed hereunder may not be aggregated by a Customer contractor with any users of CA SiteMinder separately licensed by such contractor. An "External User" is either an extranet or internet User defined as an employee of Customer's authorized third parties, which may be Customer's customers, clients, or consumers, on internet website(s) owned by, or under the control of, Customer. External Users licensed hereunder may not be aggregated by a Customer's vendor or business partner with any Users of CA SiteMinder separately licensed by such vendor or partner.

CA SOA Security Manager

"Secured Web Service" means a software system designed to support interoperable machine-to-machine interaction over a network which needs to be secured from unauthorized access, software routines or components that is or are intended to disable, erase, or otherwise harm software, equipment, or data, or cause other similar damage. This web service can be a URI or web services End point defined in a WSDL file. "URI" (Uniform Resource Identifier) means a compact string of characters for identifying an abstract or physical resource. "End point" means a specific location for accessing a web service using a specific protocol and data format. "WSDL" (Web Service Definition Language) means an XML (Extensible Markup Language) format for describing network services as a set of endpoints operating on messages containing either document-oriented or procedure-oriented information. "User" means a single person, application or identity listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software or who has the ability to view content aggregated or managed by CA SOA Security Manager. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

CA SOA Security Manager with Gateway

CA SOA Security Manager is licensed in number of Secured Web Services and Users. CA SOA Security Gateway is licensed in number of Instances. "Secured Web Service" means a software system designed to support interoperable machine-to-machine interaction over a network which needs to be secured from unauthorized access, software routines or components that is or are intended to disable, erase, or otherwise harm software, equipment, or data, or cause other similar damage. This web service can be a URI or web services End point defined in a WSDL file. "URI" (Uniform Resource Identifier) means a compact string of characters for identifying an abstract or physical resource. "End point" means a specific location for accessing a web service using a specific protocol and data format. "WSDL" (Web Service Definition Language) means an XML (Extensible Markup Language) format for describing network services as a set of endpoints operating on messages containing either document-oriented or procedure-oriented information. "User" means a single person, application or identity listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA SOA Security Manager or who has the ability to view content aggregated or managed by CA SOA Security Manager. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis. "Installation" means the number of copies of CA SOA Security Manager installed in the Customer's physical and/or virtual environment.

CA Spectrum Infrastructure Manager

"Managed Network Device" means a virtual or physical network-connected device with less than 200 ports that is managed by CA Spectrum Infrastructure Manager and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, virtual or physical servers, and virtual or physical machines, but excluding endpoint devices such as IP telephones.

CA Spectrum Service Assurance

"Site" or "Installation" means use of CA Spectrum Service Assurance in a data center comprised of one or more CPUs conforming to the following conditions: Two or more CPUs will be considered part of the same site if (i) the CPUs are located in a single building, (ii) each CPU shares access to data storage and peripheral devices with one or more of the other CPUs without requiring any programming interface to another CPU, and (iii) the CPUs function as a data processing facility under common data processing operations supervision. Use of CA Spectrum Service Assurance on two or more CPUs will be considered multiple and separate sites if all of the foregoing conditions of a single site are not satisfied, regardless of (i) whether they occupy different floors or locations in the same building or share the same mailing location address, or (ii) the extent to which the CPUs are integrated within a network or serve a functional role as part of a larger data processing organization. Customer is granted the right to deploy CA Spectrum Service Assurance at the Sites with the addresses listed in the Order Form. Customer may change and amend the addresses of the Sites by notice to CA providing that the total number of Sites listed does not exceed the number listed in the Order Form. "Connection" means a data source indicated by CA Spectrum Service Assurance to have a connector status of "Online". A Connection may consist of a connection to a CA Software product (i.e. CA Wily, CA Spectrum), a third party product (i.e. HPOV), or a custom application. "Data source" means any software application that provides data to CA Spectrum Service Assurance.

CA SYSVIEW for CA Wily APM

Customer is granted a limited license to use CA SYSVIEW for CA Wily APM solely for the integration with CA Wily APM or CA Wily Introscope 8.2 or above ("CA Wily"). With this license, Customer is only authorized to install, configure and use CA SYSVIEW for CA Wily APM components to support its authorized use with CA Wily to provide mainframe performance metrics to CA Wily and trace transactions tagged by CA Wily that perform activity on the mainframe. Customer may not use CA SYSVIEW for CA Wily APM for other purposes. Any additional use requires a separate non-restricted license. In the event Customer chooses to increase its Authorized Use for CA Wily, Customer must also increase its Authorized Use for CA SYSVIEW for CA Wily APM and pay all applicable additional license and maintenance fees related thereto in order to use CA SYSVIEW for CA Wily APM with such increased CA Wily capacity. Additional use of CA Wily without obtaining a separate non-restricted license may be the basis for filing a claim with the relevant Contracting Officer under the Contract Disputes Act and FAR 52.233-1.

CA TSreorg for Distributed Databases

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA Virtual Assurance

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

If an Appliance is included with the CA Software, Support for an Appliance is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Virtual Automation

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Virtual Configuration

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Virtual Performance Management (CA VPM)

"CPU" or "Processor" means central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A Processor may not exceed a maximum of 12 processing cores.

CA WebFort:

CA WebFort is licensed by the number of User Credentials and Users.

"Credential" means an attestation of qualification, competence, or authority issued to a User by the CA Software.

"User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA WebFort or who has the ability to view content aggregated or managed by CA WebFort. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

"User Credentials" means the number of Credentials set forth on the Order Form to be issued to the Users who are authorized to access and use CA WebFort. Each User may have more than one credential for different verification methods.

"ArcotID Client" or "ArcotOTP Client" means portions of CA WebFort which enable end-users to use the ArcotID and ArcotOTP credentials.

Limited License Grant. In addition to the rights granted in the applicable license agreement, CA grants Customer and its affiliates a nonexclusive license to distribute the ArcotID Client or ArcotOTP Client to end users. Customer may use Customer's logo and name with the ArcotID Client or ArcotOTP Client. No title to or ownership of the ArcotID Client or ArcotOTP Client is transferred to Customer.

CA Wily Application Performance Management v9 (CA Wily APMv9)

CA Wily APMv9 is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units ("MSUs") and number of System z Application Assist Processors ("zAAPs") and number of System z Integrated Information Processors ("zIIPs") or (b) number of integrated facilities for Linux ("IFLs"), when used in the mainframe environment. "CPU" means a central processing unit which

is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously ("Virtual Machine Technology"). When the Authorized Use Limitation is "CPU" or "Processor", the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

When the Authorized Use Limitation is "MSUs", "zAAPs", or "zIIPs" (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An "LPAR" means the division of a computer's processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications.

When the Authorized Use Limitation is "IFLs", the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by the CA Software.

CA Wily Transaction Impact Monitor ("TIM") "Software Appliance" means the software running TIM on Customer's network feed to capture http/https transactions necessary for the Customer Experience analysis portion of CA Wily APMv9. Customer is responsible for providing hardware on which to run the TIM Software Appliance that meets CA's specifications. Customer must license a copy of the TIM Software Appliance for each physical server (regardless of the number of CPUs) on which a TIM Software Appliance will be installed and configured.

CA Wily Application Performance Management (CA Wily APM)

CA Wily APM is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units ("MSUs") and number of System z Application Assist Processors ("zAAPs") and number of System z Integrated Information Processors ("zIIPs") or (b) number of integrated facilities for Linux ("IFLs"), when used in the mainframe environment. "CPU" means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously. When the Authorized Use Limitation is "CPU" or "Processor", the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply

this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

When the Authorized Use Limitation is "MSUs", "zAAPs", or "zIIPs" (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An "LPAR" means the division of a computer's processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications.

When the Authorized Use Limitation is "IFLs", the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by CA Wily APM.

An Appliance is a CA-supplied physical server ("Hardware") that is bundled with and used to operate the CA Software licensed by Customer which is pre-installed on the Hardware. Support is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com. Customer must acquire at least one license (per CPU, MSU or IFL) in order to purchase a CA Wily Transaction Impact Monitor ("TIM") or CA Wily Transaction Event & Statistics Server ("TESS"). Both a TIM and a TESS are required for any production installation. CA Wily Solutions for Lab Environments ("Wily LAB") is a single Appliance that contains TIM and TESS capabilities but is not supported for a production environment. The Wily LAB system includes one CPU license for CA Wily APM at no additional charge.

CA Wily Customer Experience Manager (CA Wily CEM)

CA Wily CEM is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units ("MSUs") and number of System z Application Assist Processors ("zAAPs") and number of System z Integrated Information Processors ("zIIPs") or (b) number of integrated facilities for Linux ("IFLs"), when used in the mainframe environment. "CPU" means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously ("Virtual Machine Technology"). When the Authorized Use Limitation is "CPU" or "Processor", the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

When the Authorized Use Limitation is "MSUs", "zAAPs", or "zIIPs" (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An "LPAR" means the division of a computer's processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications.

When the Authorized Use Limitation is "IFLs", the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by the CA Software.

An Appliance is a CA-supplied physical server ("Hardware") that is bundled with and used to operate the CA Software licensed by Customer which is pre-installed on the Hardware. Support is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com. Customer must acquire at least one license (per CPU, MSU or IFL) in order to

purchase a CA Wily Transaction Impact Monitor ("TIM") or CA Wily Transaction Event & Statistics Server ("TESS"). Both a TIM and a TESS are required for any production installation. CA Wily Solutions for Lab Environments ("Wily LAB") is a single appliance that contains TIM and TESS capabilities but is not supported for a production environment. The Wily LAB system includes one CPU license for CA Wily CEM at no additional charge.

CA Wily Introscope

CA Wily Introscope is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units ("MSUs") and number of System z Application Assist Processors ("zAAPs") and number of System z Integrated Information Processors ("zIIPs") or (b) number of integrated facilities for Linux ("IFLs"), when used in the mainframe environment. "CPU" means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously ("Virtual Machine Technology"). When the Authorized Use Limitation is "CPU" or "Processor", the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

When the Authorized Use Limitation is "MSUs", "zAAPs", or "zIIPs" (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An "LPAR" means the division of a computer's processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications. When the Authorized Use Limitation is "IFLs", the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by the CA Software.

CA Workload Automation

"Instance" means the number of copies of the CA Software installed in the Customer physical and/or virtual environment.

CA XCOM Data Transport for Windows Family Server

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA eHealth Performance Manager

"Managed Network Device" means a virtual or physical network-connected device with less than 200 ports that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, virtual or physical servers, and virtual or physical machines, but excluding endpoint devices such as IP telephones.

Mainframe CPU CA Software only

The CA Software is licensed by the specified number and model of CPU (the "Authorized Use Limitation"). "CPU" shall mean the central processing unit(s) capable of running the CA Software. Customer may only use CPUs specified when licensing the licenses herein and upon which the CA Software is installed and runs ("Designated CPUs"). Customer may change the Designated CPU on providing written notice to CA provided that such replacement CPU is of the same or lower CPU tier/power rating to the Designated CPU (save that Customer may require an authorization key from CA in order to commence use of such CPU). Should Customer wish to add to the number of Designated CPUs or upgrade the then current Designated CPU(s) to a CPU with greater tier/power rating, Customer may elect to do so by providing CA with prior written notice of such additional CPU and/or upgrade to the Designated CPU(s) and by executing an order form to effect such addition/change and purchasing the applicable license.

Mainframe MIPS CA Software only

The CA Software is licensed by the specified number of MIPS (the "Authorized Use Limitation in MIPS"). "MIPS" means millions of instructions per second. The MIPS capacity of a computer shall be calculated by reference to CA's published schedules of the MIPS capacity and if a computer isn't listed then the manufacturer's published specifications should apply. Further, in the event a special purpose processor, designed to perform one or more dedicated functions, is being used as a general purpose processor, CA shall treat such processor as a general purpose processor for purposes of calculating Authorized Use Limitation in MIPS. "Customer Site" means the site(s) specified at the time of licensing the CA Software or the Customer Address if no Customer Site has been indicated. Customer may use the CA Software only on the specific computers upon which the CA Software is installed to run at the Customer Site or on computers which are linked, connected to and/or which can remotely access such computers, irrespective of the platform designations of the hardware or operating systems, provided that such computer is capable of accessing, using, executing or benefiting from the CA Software, subject to the aggregate MIPS capacity not exceeding the Authorized Use Limitation in MIPS.

Mainframe MSU CA Software only

The CA Software is licensed by the specified number of MSU (the "Authorized Use Limitation in MSU"). "MSU" means millions of service units. The MSU capacity shall be calculated with the aggregate computing power (expressed in millions of service units) by reference to CA's published schedules of the MSU capacity and if a computer isn't listed then the manufacturer's published specifications shall apply of all computers upon which the CA Software is installed to run at the Customer Site ("Customer Site" means the site(s) specified at the time of licensing the CA Software or the Customer Address if no Customer Site has been indicated) or computers which are linked, connected to and/or which can remotely access such computers, irrespective of the platform designations of the hardware or operating systems, provided that such computer is capable of accessing, using, executing or benefiting from the CA Software. Customer may use the CA Software subject to the aggregate MSU Capacity not exceeding the Authorized Use Limitation in MSU.

Pervasive Software:

The Pervasive Software is licensed by either by the number of Server or Users. Pervasive Software may be used to build integrations that connect to any authorized CA Clarity environment.

Pervasive Data Integrator Engine/Agent **for CA** Clarity PPM* is licensed by the number of Servers.
* includes one User license of Pervasive Data Integrator Analys**t Studio for C**A Clarity PPM

Pervasive Data Integrator Analys**t Studio for C**A Clarity PPM is licensed by the number of Users**.**

Pervasive Data Profiler Engine for CA Clarity PPM is licensed by the number of Servers.

Pervasive Data Profiler Analyst Studio for CA Clarity PPM is licensed by the number of Users**.**

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

"User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the Pervasive Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis.

CA Process Automation:

CA Software means the CA Process Automation software described herein in object code form only.

"Agent" means a single installation of the agent software component of the CA Software on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server.

"Orchestrator" means a single installation of the Orchestrator software component of the CA Software on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server. This installation can be a stand-alone Orchestrator or as a node of a new or existing clustered Orchestrator.

"Connector" is the software program connecting the CA Software with specific named third party software or other CA software. For example, CA Process Automation Connector For CA Service Desk connects CA Process Automation with CA Service Desk. Each Connector may only be used to connect the CA Software with the specific named third party software or CA software program.

"Premium Connector" means a Connector identified as "Premium" by CA.

"Custom Operator" means a type of automation object within the CA Process Automation Orchestrator that can be created to enhance, modify, or restrict the capabilities of an existing "Connector".

"Process" means a type of automation object within CA Process Automation Orchestrator that contains connectors and other logical constructs that define a set of actions that will take place when the "Process" is executed by the Orchestrator.

"Process instance" means a single copy of a Process definition that has been scheduled to run (Queued state), is running (Running state), or has completed running (Failed or Completed state) on a particular "Orchestrator".

"Concurrent Processes" means the number of CA Process Automation Process instances that are marked in the Running state within an Orchestrator at any given time.

"Power Pack" means a combination of Process definitions, Premium Connectors, Custom Operators and other automation objects that are packaged together to implement a specific solution.

The CA Software is licensed in different editions, as set forth in this Order Form, which authorizes the use of the specified number of Orchestrators, Agents, Connectors, and Concurrent processes (the "Authorized Use Limitation"). The various editions are:

CA Process Automation Player License includes: one Orchestrator, forty Agents, all non-Premium Connectors, and two hundred Concurrent Processes per Orchestrator. This license requires the purchase of either a "Power Pack" or a Services contract for the implementation of a solution that will be executed by the Player. No new automation objects may be created with the Player License. Only modifications of the purchased Power Packs and any Services delivered content is allowed.

CA Process Automation Express License includes: two Orchestrators, forty Agents, all non-Premium Connectors, and seventy-five Concurrent Processes per Orchestrator.

CA Process Automation Standard License includes: two Orchestrators, unlimited Agents, three Premium Connectors, all non-Premium Connectors, and two hundred Concurrent Processes per Orchestrator.

CA Process Automation Enterprise License includes: unlimited Orchestrators, unlimited Agents, twenty Premium Connectors, all non-Premium Connectors, and four hundred and seventy-five Concurrent Processes per Orchestrator.

CA Process Automation Level 1 Orchestrator includes: one Orchestrator and seventy-five Concurrent Processes per Orchestrator.

CA Process Automation Level 2 Orchestrator includes: two Orchestrators and two hundred Concurrent Processes per Orchestrator.

CA Process Automation Level 3 Orchestrator includes: three Orchestrators and four hundred and seventy-five Concurrent Processes per Orchestrator.

CA Process Automation Premium Connector License includes the right to use a Premium Connector to connect to a single instance of the target application or system.

CA Process Management for Workflows License includes: unlimited Orchestrators, five Agents, and three Custom Operators. No Premium connectors are available for purchase with this license. The only CA product connectors that are available are those associated with the product(s) providing the entitlement. This is a limited use entitlement and its use is restricted to the context of Workflows associated with the CA product(s) providing the entitlement. The component limits are not cumulative across multiple instances of the license at any individual customer.

The number of concurrent processes executing on any licensed Orchestrator may be exceeded as long as the total number of concurrent processes executing on all licensed Orchestrators is not exceeded. For example, if the license is for two Orchestrators with seventy-five Concurrent Processes per Orchestrator, one hundred Concurrent Processes could be utilized on one Orchestrator so long as only fifty Concurrent Processes are utilized on the second Orchestrator.

Server:

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA Virtual Assurance for Infrastructure Managers and CA System Performance for Infrastructure Managers

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Mainframe EULA (This is in addition to the CA EULA approved by GSA July 17, 2013)

The following is added to Section 2, "DEFINITION":

"CPU" stands for central processing unit and means a specialized integrated circuit that executes binary programs and performs most logical functions or calculations.

"UMF" refers to usage and maintenance fee, which means a license renewal type under which the licensee has the right to usage and maintenance of the Licensed Program during the term of the agreement.

"Term" when referring to mainframe products. The licensee has the right to usage and maintenance of the Licensed Program during the term of the agreement.

The following is added generally:

PRICING FOR MAINFRAME PRODUCTS

The basic CA license types offered for mainframe products are:

• **Designated CPU.** Under a typical Designated CPU license, the customer may use the Licensed Program on a single, designated CPU identified on a CA Order Form by operating system, manufacturer, model and serial number. The license fee for a Designated CPU license is determined by the particular "tier group" of the designated CPU. The tier groups typically reflect the processing power of the designated CPU. However, some CA products may be licensed for use on a non-tiered CPU basis.

• **MIPS Based License.** Such a license allows the customer to use the Licensed Program on one or more CPUs, limited by the aggregate MIPS rating of the CPUs covered by the license and the licensed operating system. The license imposes certain restrictions on movement of the programs between sites.

• **MSU Based License.** Such a license allows the customer to use the Licensed Program on one or more CPUs, limited by the aggregate MSU rating of the CPUs covered by the license. The license imposes certain restrictions on movement of the programs between sites.

Usage and Maintenance Fees
The UMF is the annual usage and maintenance fee payable under all licenses after expiration of the initial one, two or three year term during which the fees for usage and maintenance are included in the one-time fee or annual fee as applicable. After expiration of the initial term, payment of the annual UMF gives the customer the right to continue using the product and receiving maintenance and enhancement services. Without payment of the UMF, the license will terminate and the customer may not retain the product after expiration of the initial term.

MIPS Based Licenses
Under a MIPS based license, the licensee may use the software on any number of CPUs or within any Sysplex environment, subject only to the agreed Licensed MIPS Capacity. Licensed Programs operating in a Parallel Sysplex environment must be licensed on a MIPS basis. The total MIPS of

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the Parallel Sysplex environment must be accounted for within the Licensed MIPS Capacity. The MIPS based license is especially suitable for customers that seek a high degree of flexibility in adapting to changing environments and requirements. Special conditions applicable to a MIPS based license include:

- The license fee includes usage and maintenance of the Licensed Programs during the agreed initial term (base period). Thereafter, the UMF is determined annually based on the Schedule Price List.
- The MIPS rating of each CPU is based on CA's schedule.
- The licensee must enroll in SupportConnect.
- All previous licenses for the Licensed Programs are canceled. Contracted payment obligations under those previous licenses must be satisfied.
- The total number of MIPS licensed may exceed those actually installed in order to allow for reasonable growth.
- MIPS based licensing is generally not available for third party, facility management, service bureau or similar usage.

General CA Policies for Mainframe Products
This section describes general policies, including definitions of certain terms CA applies as appropriate.

Parallel Sysplex, MSF, VSF and Linux
Certain technology offered by IBM, Amdahl and Hitachi allows for coupling and/or partitioning of a CPU into various configurations. Licensed Programs operating in a Parallel Sysplex environment must be licensed on a MIPS basis. The total MIPS of the Parallel Sysplex must be accounted for within the Licensed MIPS Capacity. Licensed Programs operating in a non-Parallel Sysplex environment, including an LPAR, VPAR, VIF, VM, MSF or VSF environment can be licensed either on a designated CPU or MIPS basis, but all MIPS on all activated processors within a CPU must be licensed, regardless of the partitioning or configuration of processors within the CPU.

In the event that a CPU is configured with the Integrated Facility for Linux ("IFL"), the MIPS dedicated to such a Physical Partition (defined as a manufacturer-designated portion of a CPU or processor which is physically separate and distinct from all other portions of the CPU or processor) will not be included in the MIPS based license for any mainframe products provided that the Physical Partition is: a) running solely the Linux operating system; and b) not executing any Licensed Program. Current customers may utilize previously licensed VM Management products (or a suite of products) to manage Linux workloads executing on Integrated Facility for Linux (IFL) or General Purpose Engines by licensing the total MIPS capacity associated with those engines. The MIPS capacity of the IFL or General Purpose Engine is not included in the MIPS calculation for any other mainframe products (z/OS or z/VSE) not running on the designated General Purpose or IFL Engine.

zAAP Processors
In the event that a CPU is configured with the Systemz Application Assist Processor (zAAP) capability, the processing capabilities, or MIPS, dedicated to such a Physical Partition (defined as a manufacturer designated portion of a CPU or processor which is physically separate and distinct from all other portions of the processor or CPU, and identified with such a System Z Application Assist Processor) will not be included in the MIPS calculation or MIPS based license

for any mainframe License Program, provided that the physical partition is solely running Java workloads.

zIIP Processors
In the event that a CPU is configured with the Systemz Integrated Information Processor (zIIP) capability, the processing capabilities, or MIPS, dedicated to such a Physical Partition (defined as a manufacturer designated portion of a CPU or processor which is physically separate and distinct from all other portions of the processor or CPU, and identified with such a Systemz Integrated Information Processor) will not be included in the MIPS calculation or MIPS based license for any mainframe License Program, provided that the physical partition is solely running zIIP-eligible workloads.

Upgrades of Designated CPU Licenses
Licensed Programs licensed for use on a designated CPU may be upgraded to a higher tier group at any time during the term of the agreement.

PRICING FOR LINUX MAINFRAME PRODUCTS

CA Standard Licenses

CA provides various licensing options, depending on the product. CA's Linux products which run within single or multiple images of Linux on a mainframe (Linux Mainframe Programs) are generally available as instance-based licenses as reflected in the Linux Mainframe Product List - Pricing.

- **Instance-Based License.** Under an instance-based license, the customer may use the Linux Mainframe Program based upon the defined event or occurrence for which the customer is licensed. Use of each Linux Mainframe Program is limited to a predetermined, specified applicable "instance." Depending on the Linux Mainframe Program licensed, the applicable "instance basis" may be a mainframe engine or concurrent user. In an engine based license, every mainframe engine on which the Linux Mainframe Program will be deployed must be licensed, regardless of whether the Program will be deployed on a Linux-dedicated mainframe engine (generally referred to as an IFL engine or environment) or on all or part of a general-purpose workload mainframe engine (generally referred to as a non-IFL engine or environment). Each Linux Mainframe Program must be licensed for use on the Linux operating system on the mainframe.

- For other products and under some circumstances, CA may offer other types of licenses. The above descriptions do not address every term of CA's software licenses, nor do they establish the terms for any particular use of CA software. In every instance, use of CA software is governed by the terms of the license agreement actually in place.

PRICING FOR VM FOR LINUX PRODUCTS

CA's Standard Licenses

CA provides various licensing options, depending on the product. The VM for Linux Products represent CA's products that manage the VM or z/VM environment that is supporting Linux running on a mainframe. These products are generally available as instance-based licenses as reflected in the VM for Linux Product List - Pricing.

- **Instance-Based License.** Under an instance-based license, the customer may use the VM for Linux Program based upon the defined event or occurrence for which the customer is licensed. Use of each VM for Linux Program is limited to a predetermined, specified applicable "instance." Currently, the VM for Linux Programs are licensed on a Value Unit basis. Every mainframe engine on which the VM for Linux Program will be deployed must be licensed, regardless of whether the Program will be deployed on a Linux-dedicated mainframe engine (generally referred to as an IFL engine or environment) or all or part of a general-purpose workload mainframe engine (generally referred to as a non-IFL engine or environment). Each VM for Linux Program must be licensed for the sole purpose of managing a Linux environment on the mainframe.

- The above descriptions do not address every term of CA's software licenses, nor do they establish the terms for any particular use of CA software. In every instance, use of CA software is governed by the terms of the license agreement actually in place.