

Specified Program Documentation ("SPD")

CA Solution Package

SECTION A: OVERVIEW

Under this SPD (the "engagement"), CA will work with Customer to provide approach and design review services, and options, with respect to the CA software specified in the Order Form, and for the number of "Packages of Effort" specified in the Order Form and as defined in the CA Service Policy and Terms.

SECTION B: SERVICES SCOPE

1. Engagement Approach

CA will work with Customer, as applicable, to: (i) review information technology ("IT") approaches relevant to the selected CA software; (ii) validate the existing implementation architecture or proposed designs; (iii) identify potential issues that may adversely impact performance; (iv) validate whether the design of the CA software solution adheres to industry "best practices" and/ or CA's proprietary methodology, as applicable; and/or (v) provide knowledge transfer to Customer staff regarding the CA software and its capabilities.

2. General Engagement Tasks

CA agrees to provide:

- Consulting services to augment Customer's internal staff with respect to the selected CA software.
- A report at the end of each Package of Effort summarizing the issues addressed and activities performed during the time period.

SECTION C: OUT OF SCOPE, ASSUMPTIONS, CUSTOMER RESPONSIBILITIES

In addition to applicable Out of Scope, Assumptions and Customer Responsibilities identified in the CA Services Policy and Terms, the following Out of Scope, Assumptions, and Customer Responsibilities pertain to this Project. In the event of any conflicts or inconsistencies between the Out of Scope, Assumptions or Customer Responsibilities below and the CA Services Policy and Terms, the Out of Scope, Assumptions and Customer Responsibilities below shall prevail.

1. OUT OF SCOPE

- a. Installation, implementation or configuration of any CA software or third-party software.
- b. Tasks related to process redesign or reengineering, or organizational change and transformation.
- c. Outcome-based Assessment services.

2. ASSUMPTIONS

- a. The scope of Services is limited to the CA software solution(s) selected in the Order Form.
- b. Each Package of Effort will be scheduled during a mutually agreed upon period, on contiguous weekdays. Multiple Packages of Effort will be scheduled contiguously unless otherwise agreed to in writing by CA.
- c. Customer acknowledges that the purpose of this Services engagement is to augment Customer's internal staff. Customer is responsible for the management of the CA resource and the Services to which such resource is assigned. The management, performance and completion of the Services including project management, resource scheduling, task identification and assignment, project results and completion are the responsibility of Customer. Customer is solely responsible for the results and or outcome of this engagement. CA makes no representation or warranty that the Services provided will provide any specific deliverable or results.

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3. CUSTOMER RESPONSIBILITIES

Customer agrees to fulfill the following responsibilities prior to the start of the engagement or during the engagement:

- a. The effort and tasks performed during this engagement are managed and driven by Customer's agenda. Prior to the start of the engagement, Customer agrees to communicate to CA in writing with reasonable specificity the issues to be addressed and the engagement objectives. Customer and CA will prepare an agenda and compile of list of daily, and weekly, activities, as applicable. Customer acknowledges and agrees that CA does not represent that all of the identified tasks will be addressed within the Package(s) of Effort.
- b. Designate a Customer project manager as the single point of contact to manage the CA resource.
- c. Provide access to the proper environments and to relevant business and technical documentation as required.
- d. Provide access to key personnel responsible for the selection and implementation of the CA software solution for interviews, workshops, presentations, and all implementation and testing activities.
- e. At the conclusion of each Package of Effort, Customer agrees to sign CA's Completion Form, as provided by CA, and to transmit the signed form to CA within three (3) business days of CA's request.