

CA Master Agreement (“MA”)

This MA is entered into by the CA entity (“CA”) and customer entity (“You”) identified on the relevant Order Form and shall be effective from the date specified on the Order Form.

Your right to use CA Software (“CA Software”) and obtain maintenance and support (“Maintenance”) and CA professional services from CA (“CA Services”) is subject to Your compliance with the terms and conditions of this MA, the applicable Order Form identifying the specific CA Software, Maintenance and/or CA Services, and the Specific Program Document (“SPD”) for the CA Software, Maintenance and/or CA Service offering, which is located at <http://www.ca.com/licenseagreement> (collectively, these documents are referred to as the “Agreement”). The terms and conditions of the SPD applicable to You for the CA Software, Maintenance or CA Service licensed and/or purchased by You will be those that are in effect at the time that You acquire the CA Software, Maintenance or CA Services and shall remain binding upon both You and CA for that CA Software, Maintenance or CA Services absent mutual written agreement to the contrary.

1. License Grant. Subject to Your compliance with the terms and conditions of the Agreement, including but not limited to payment of applicable fees for CA Software, Maintenance and CA Services obtained hereunder, CA grants You in the country or region specified in the Order Form in the Section entitled “Territory” a limited, non-exclusive, non-transferable license to use the CA Software in object form and solely for Your internal business purposes. Such use shall extend to use by You and Your Authorized End Users. “Authorized End Users” means You and Your Affiliate’s employees and independent contractors (but excluding any outsourcer, facilities management providers or application service provider). Use of the Licensed Programs by Authorized End Users shall at all times remain Your responsibility and liability. You may use the CA Software for the operation of Your Affiliate’s internal data processing where an “Affiliate” shall mean any entity for which You hold greater than a fifty percent (50%) interest or, by force of law or contract but only for so long as you maintain that interest. The type of license You acquire is designated in the Order Form for the CA Software and may include:

- a. **Perpetual License:** A perpetual license to use the CA Software, which may only be terminated as set forth in Section 9(b) herein.
- b. **Subscription License:** A license to use the CA Software for a specific length of time (the “Term”) as set forth in the applicable Order Form. When the license expires at the end of the Term, You, all Affiliates and Authorized End Users must stop using the CA Software if You have not obtained a new license.

In either case, if Your license is for CA Software designated as “mainframe software” by CA, use of such CA Software shall be limited to the hardware, site and/or location within the Territory as specified on the Order Form. You may transfer such CA Software to new hardware, site or location within the Territory upon prior written notice to CA. Transfers outside of the Territory shall require prior written consent of CA and payment of additional fees.

2. Use Prohibitions. Except as expressly authorized by the Agreement, You may not: (a) copy, reproduce, distribute or disclose the CA Software, provided that You may make a reasonable number of copies of the CA Software for bona fide “cold standby” disaster recovery, backup and archival purposes and may use such copy for reasonable testing and in the event of a bona fide disaster recovery event. Maintaining copies of the CA Software in a “hot standby” environment or further or additional use of the CA Software for disaster recovery, backup or archival purposes shall be subject to payment by You of the applicable fees to CA; (b) modify, unbundle, or create derivative works of the CA Software; (c) 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; (d) remove any proprietary notices, labels, or marks on or in any copy of the CA Software or Documentation or any CA Software or materials in which the CA Software or Documentation or portions thereof are embedded; (e) use the CA Software in any manner that exceeds or is broader than the uses licensed to You from CA or an authorized CA reseller or distributor; or (f) reverse assemble, decompile, reverse engineer or otherwise translate the CA Software, except to the extent specifically permitted by applicable law without the possibility of contractual waiver. All rights not specifically granted hereunder are expressly reserved by CA.
3. **Licensing Model and Authorized Use Limitation.**
 - a. **Licensing Model.** The licensing model for each CA Software program is set forth in the applicable SPD for that CA Software in the section entitled “Licensing Model” or if there is no applicable SPD for that CA Software, then set forth in the relevant Order Form. By way of illustration, CA Software could be licensed by CA on a “per server” Licensing Model,

term of three years shall be used for the purposes of the license calculation; or for fees separately identified and paid for CA Services, the refund shall be calculated based on the deliverables provided and CA Services performed prior to the occurrence of the nonconforming CA Services under the applicable ordering document. Any refund of fees paid in accordance with the warranty provisions herein will terminate the license for the affected CA Software or, in the case of Services, performance by CA of the applicable Services.

This warranty and the remedies offered are applicable only if: (i) the reported error or defect is reasonably reproducible by CA; (ii) You report the alleged breach with reasonable specificity in writing within thirty (30) days from its occurrence; (iii) You provide CA with reasonable assistance in the diagnosis and remedy of the applicable breach; (iv) the CA Software or CA Services are within the warranty period set forth in the SPD; (v) You have installed and are using all updates, patches and fixes released by CA for the affected CA Software; (vi) You have complied in all material respects with the terms and conditions of the Agreement (including but not limited to payment of all fees) and have materially conformed to the Documentation for the affected CA Software, Maintenance or CA Services; and (vii) the error or defect is due solely to an error or omission on the part of CA, its agents or employees.

You understand and agree that third-party hardware equipment and software, supplied by CA may be provided to You under warranty or pursuant to other terms and conditions offered by the manufacturer or licensor of such hardware or software. Where applicable, CA will include such warranties or other terms in Documentation accompanying the relevant software or other deliverable. **NO THIRD PARTY, INCLUDING AGENTS, DISTRIBUTORS, OR AUTHORIZED CA RESELLERS, IS AUTHORIZED TO MODIFY ANY OF THE ABOVE WARRANTIES OR MAKE ANY ADDITIONAL WARRANTIES ON BEHALF OF CA.**

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CA DOES NOT WARRANT THAT THE CA SOFTWARE, MAINTENANCE OR CA SERVICES WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE CA SOFTWARE OR CA SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IF PERMITTED BY APPLICABLE LAW: (A) SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SPECIFIED FOR THE SUBJECT CA SOFTWARE, MAINTENANCE OR CA SERVICE; AND (B) THE REMEDY FOR BREACH OF ANY SUCH WARRANTIES IS LIMITED TO REPAIR OR REPLACEMENT OF ANY GOODS FOUND NOT TO COMPLY WITH THEM OR THE PROVISION OF SERVICES AGAIN. NO WARRANTIES OF ANY KIND APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW SUCH LIMITATIONS SO TO THAT EXTENT THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

8. **Limitation of Liability.** Regardless of the basis which You may be entitled to claim damages from CA or its suppliers (including but not limited to breach of contract, negligence, misrepresentation, or other contract or tort claim), You agree that CA is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property in the amount of five hundred thousand dollars (\$500,000) and 2) the amount of any other actual direct damages up to the amount that You actually paid for the CA Software, Maintenance and/or CA Services that are the subject of the claim. This limitation of liability also applies to CA's employees, contractors, resellers and suppliers. It is the maximum amount which they, and CA, are collectively responsible.

EXCEPT AS SET FORTH ABOVE, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CA OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIM FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOST SAVINGS, OR LOST DATA, EVEN IF CA OR ITS SUPPLIERS HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THE ABOVE LIABILITY LIMITATION IS FOUND TO BE INVALID UNDER APPLICABLE LAW, THEN CA AND ITS SUPPLIER'S LIABILITY FOR SUCH CLAIM SHALL BE LIMITED TO THE AMOUNT OF

THE FEES YOU HAVE ACTUALLY PAID FOR THE CA SOFTWARE, MAINTENANCE AND/OR SERVICES GIVING RISE TO THE CLAIM.

9. Termination.

a. Termination by You. You may terminate this Agreement upon thirty (30) days' prior written notice to CA if CA commits a material breach of its obligations under this Agreement, other than its obligations under the Sections entitled "Limited Warranty" and "Indemnification and fails to either (i) cure that breach within the thirty (30) day period or (ii) make substantial progress to Your reasonable satisfaction to cure such breach and implement a plan that cures such breach within sixty (60) days of the breach notice.

b. Termination by CA. In addition to termination under the Sections entitled "Limited Warranty" and "Indemnification, CA may terminate this Agreement upon thirty (30) days' prior written notice to You if You commit a material breach of Your obligations under this Agreement and You fail to (i) cure that breach within the thirty (30) day period; or, (ii) make substantial progress to CA's reasonable satisfaction to cure such breach and implement a plan that cures such breach within sixty (60) days of the breach notice; provided that such notice and opportunity to cure shall not be required if such breach is reasonably incapable of cure then CA may terminate the Agreement immediately in such event. Material breach may include, but is not limited to, any breach that adversely and materially affects CA's or its licensors' intellectual property rights; failure to pay fees due and payable; or breach of Your confidentiality obligations. If You breach Your obligations under the Agreement, CA shall have the right to withhold its own performance hereunder.

c. Effect of Termination. Any termination hereunder shall not release either party from any liability that, as of the date of termination, had already accrued or is attributable to a period prior to such termination, nor shall termination preclude either party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Agreement. In the event of termination of the Agreement by either party of a particular CA Software product, Maintenance or CA Service or all such products and services (i) all applicable amounts due or to become due hereunder will immediately be due and payable to CA (subject only to any setoff to which You may be entitled with respect to a pro rata refund by CA pursuant to the Section entitled "Limited Warranty" or the Section entitled "Indemnification"); (ii) all applicable subscription licenses granted hereunder shall immediately be revoked, and (iii) You shall no longer be entitled to receive any applicable Maintenance hereunder. Further, if CA terminates the Agreement for cause as a result of Your breach of CA's or its licensors' intellectual property rights, breach of Your confidentiality obligations hereunder, or failure to pay the license fees for the applicable license, any and/or all applicable perpetual licenses granted hereunder shall also be immediately be revoked. Immediately following termination for any reason, You shall certify to CA in writing that all copies and partial copies of applicable CA confidential and proprietary information in Your possession or control and any applicable CA Software for which Your license grant has been revoked, have been deleted from all computers and storage devices (including any backup or archival copies), have been returned to CA or destroyed, and are no longer in use by You, Your Affiliates, or any other party to whom You granted access to such information.

d. Termination or Expiration of Maintenance. If You have a license to use CA Software and a separate right to receive Maintenance, and You either terminate or fail to renew such Maintenance for any reason, You may continue to use the CA Software for the duration of the CA Software license term but will not be entitled thereafter to receive any Maintenance for the CA Software nor shall You be entitled to any refund of any license or maintenance fee. For as long as this Agreement remains in effect, You may subsequently reinstate Maintenance for that CA Software, if CA still makes such Maintenance generally available, by paying to CA a fee equal to one hundred and fifty percent (150%) of CA's then-prevailing Maintenance fee for each year for which Maintenance fee was not paid, so that the CA Software can be updated to include the bug fixes, patches and updates made during the time when You were not an active Maintenance subscriber.

10. Indemnification. If a third party claims that CA Software or CA Services, alone and not in combination with other programs or equipment, infringes that party's US registered patent or copyright rights or similar laws in a jurisdiction where You are authorized to use the CA Software or CA Services. CA will defend You against such claim at its expense and pay all costs, damages, and attorney fees that a court of competent jurisdiction finally awards or that are included in a settlement approved by CA; provided that, You promptly notify CA in writing of the claim, allow CA to control the defense and any related settlement negotiations, reasonably cooperate with CA in the preparation of such defense and negotiations, and were an active Maintenance subscriber as of the date on which the claim is filed. If such a claim is made or appears likely to be made, CA may take action to enable You to continue to use the CA Software, modify it so that it is non-infringing, or replace it with non-infringing CA Software that is at least functionally equivalent. If CA determines that none of these alternatives is reasonably feasible, CA may terminate Your license to use the CA Software and You agree to return the CA Software to CA upon its written request. CA will then give You a pro rata refund of the fees You have already paid for the CA Software, which shall be calculated against the remainder of the Term from the date it is established that CA is notified in writing of the third party claim or, if the CA Software was licensed under a perpetual license, a term of three years shall be

used for the purposes of the license. This is CA's sole and exclusive obligation to You and Your sole remedy regarding any claim of intellectual property infringement. CA shall have no liability under this Section if: (i) the allegation of infringement arises from or relates to the unauthorized modification of the CA Software; (ii) the CA Software is not being used in accordance with the terms and conditions of the Agreement or in conformance with the Documentation, (iii) CA has announced that it no longer supports such CA Software, (iv) the alleged infringement could have been avoided by the use of an update or patch released by CA, or (v) the alleged infringement is a result of use of the CA Software with any non-CA supplied third party product.

11. Ownership and Proprietary Information. Title to, ownership of, and all rights in the intellectual property, including but not limited to patents, copyrights, trademarks, and trade secrets in the CA Software, Services and Documentation, any derivative works thereof, and any goodwill accruing from the use of such CA Software, Services and Documentation, belong exclusively to and shall remain with CA, Inc. and/or its licensors. You shall not make available or disclose such intellectual property to any third parties except as expressly permitted by this Agreement, and shall take appropriate action, including by instruction or agreement with Your employees who are permitted access to such information, to satisfy Your obligations hereunder.

12. Confidentiality. "Confidential Information" means all information that is either marked as confidential or that a reasonable person would deem to be confidential based on the circumstances (including the source of the information) and industry practices. By way of illustration, CA Confidential Information includes, but is not limited to, CA Software, Documentation, technical data and information, methodologies and related documents, training materials, product plans and roadmaps, market strategies, business models, pricing and personnel data. You and CA agree to: (a) maintain in confidence the disclosing party's Confidential Information to the same extent that the receiving party maintains its own proprietary information of similar kind and value; (b) not disclose the other party's Confidential Information to any third party other than the receiving party's authorized personnel who have a need to know such Confidential Information in connection with this Agreement, except as expressly permitted herein or otherwise with the disclosing party's prior written approval; and (c) not use such Confidential Information for any purpose except those permitted by this Agreement. Notwithstanding the foregoing, (a) each party may provide or permit access to the disclosing party's Confidential Information to the receiving party's attorneys, independent accountants and financial advisors for the sole purpose of enabling such attorneys, independent accountants and financial advisors to provide advice to the receiving party, and (b) CA may provide or permit access to Your Confidential Information to its contractors, resellers and distributors who have a need to know such Confidential Information to assist CA with the activities contemplated or required of it by this Agreement; provided that in each such case the third party to whom Confidential Information is being disclosed is subject to obligations of confidentiality and non-use with respect to such Confidential Information substantially similar to the obligations of confidentiality and non-use set forth in this Section 12.

The obligations set forth in this Section 12 shall not apply with respect to any portion of such Confidential Information which: (a) is publicly disclosed by the disclosing party, either before or after it becomes known to the receiving party; (b) was known to the receiving party, without any obligation to keep it confidential, prior to when it was received from the disclosing party; (c) is subsequently disclosed to the receiving party by a third party that is lawfully in possession thereof and without obligation to keep it confidential; (d) has been published by a third party or otherwise enters the public domain through no fault of the receiving party or in breach of this Agreement; or (e) has been independently developed or acquired by the receiving party. Moreover, the receiving Party shall have the right to disclose any Confidential Information provided hereunder if, in the reasonable opinion of the receiving party's legal counsel, such disclosure is necessary to comply with a court order or applicable law or regulation; provided that where reasonably possible, the receiving party shall notify the disclosing party sufficiently prior to making such disclosure so as to allow the disclosing party adequate time to take whatever action the disclosing party may deem to be appropriate to protect the confidentiality of the Confidential Information. For Confidential Information pertaining to CA Software and CA Intellectual Property, the obligations set forth above are indefinite. For all other Confidential Information, such obligations shall continue for five (5) years from the date of initial disclosure.

13. General.

- a. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
- b. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
- c. You agree that CA Software is subject to export controls of the United States of America and import controls of any other country in which the CA Software may be used. You agree to export, re-export or import CA Software only in compliance with such laws and controls.
- d. You agree to allow CA and its affiliates to store and use Your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our

business relationship, and may be provided to CA's affiliates, and to contractors, business partners, and assignees of CA and of its affiliates for uses consistent with their collective business activities, including communicating with You (for example, for processing orders, for promotions, and for market research). You represent that (i) You are duly authorized to provide personal data to CA and You do 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 and (iii) CA may disclose such data to any CA Entity and its subcontractors for the purpose of satisfying its obligations to You and for marketing other CA products or services to You 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.

e. Neither You nor CA will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.

f. Each of us shall be excused from performance of its obligations under this Agreement (except the obligations to make payment when due) to the extent that it is prevented as a result of delays caused by an act of God, earthquake, fire, flood, hurricane, severe weather or other natural disaster, war, civil disturbance, terrorist attacks, riots, strikes, lockouts, court order, internet or communication problems, power failures, or unauthorized access or theft.

g. All CA Software is delivered either FOB shipping point or by electronic delivery. In the event of electronic delivery, no tangible personal property will be delivered. Such electronic delivery may not automatically provide for an exemption from applicable sales or use tax.

h. This Agreement will not create any right or cause of action for any third party, nor will CA be responsible for any third party claims against You, except as permitted by the Limitation of Liability and Indemnity sections above.

i. Any conflict or inconsistency among or between the terms and conditions of the documents comprising this Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Order Forms; (2) the SPD for the relevant CA Software or Maintenance (which shall include the CA Support Policy and Terms); (3) the MA; then (4) the Documentation for the relevant CA Software.

j. Both You and CA consent to the application of the laws in which the CA entity or Authorized CA Reseller which enters into the Agreement with You has its registered office to govern, interpret and enforce this Agreement, without regard to conflict of law principles. For the avoidance of doubt, where You enter into this MA in the US, the laws of New York shall apply. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. **To the extent allowable under law, You and CA each agree to waive the right to a jury trial.**

k. The Agreement and the documents referred to herein represent the entire agreement between CA and You with respect to this subject matter, and all other agreements, proposals, purchase orders, representations and other understandings concerning this subject matter, whether oral or written between the parties are superseded in their entirety by this Agreement. No alteration or modification of this Agreement will be valid unless made in writing and signed by the parties. In the event a purchase order is used, any terms thereon shall not apply.

l. You may not assign the Agreement, the use of any CA Software or Your rights and obligations under the Agreement without the prior written consent of CA. The Agreement shall be binding on the parties and all of their respective successors and assigns. CA may assign the Agreement by written notice to You.

m. You agree to furnish CA with such information and access to Your facilities and Your Affiliates' facilities and records as CA may reasonably request in order to verify Your compliance with the Agreement. Such examination right shall survive the termination of this Agreement for a period of three (3) years. The limitation in Section 13.e shall not apply to this Section 13.m.