

CA Services Supplemental Support

1. INTRODUCTION

- 1.1. This overview describes the Supplemental Support Offering available from CA Services ("Supplemental Support Services") for its Packaged Work Products. This offering is distinct from and does not provide support for CA Software; more information on such offerings may be found at www.support.ca.com.
- 1.2. This offering incorporates by reference the terms of the Master Services Agreement between CA and Customer or, if no such agreement, the CA standard services terms and conditions located at www.ca.com/licenseagreement. Any capitalized terms used in this offering shall have the meaning given in the Master Services Agreement unless otherwise provided herein.

2. DEFINITIONS

- 2.1. "Customer Data" means all electronic data or information provided by Customer to CA or provided by Customer in order to resolve a Support incident.
- 2.2. "Fix/Fixes" means any change, interim solution, recommendations, or advice that CA Services makes to the Packaged Work Product, including changes made for purposes of maintaining system compatibility, error correction, improved operation and security and Workarounds that establish or help to restore material conformity to the specifications in the Documentation for such Packaged Work Product.
- 2.3. "Maintenance" means the provision of new Releases to Customers under an active Support Term or new Versions, if applicable, to the Packaged Work Product purchased by Customer.
- 2.4. "Packaged Work Product" means any CA Intellectual Property developed prior to or during the performance of CA Services which relates to the functionality of CA Software.
- 2.5. "Release" means a general available release of the Packaged Work Product, which may contain minor new product functionality, code, or compatibility and incorporates all previous service packs and Fixes (if any exist) since the last Version. Typically, a Release requires a new installation, rather than an overlay to the already installed software.
- 2.6. "Supplemental Support Services" means the provision of standard technical support and Maintenance provided for a particular Packaged Work Product as further described in this overview.
- 2.7. "Support Term" means the period of Supplemental Support Services specified in the applicable Transaction Document.
- 2.8. "Version" means a release of a Packaged Work Product that contains major changes in product functionality, code, or compatibility and incorporates the previous release (if one has occurred), fixes and service packs (if they have occurred).
- 2.9. "Workaround" means an interim resolution of an incident and may include specific modifications to the Packaged Work Product to address critical problems (sometimes also called "hot fixes"). In some cases, the incident addressed by the Workaround will be permanently resolved when Customer installs the next Release; the Workaround itself may be considered final if it materially reduces the impact of an error or defect.

3. SUPPLEMENTAL SUPPORT SERVICES

- 3.1. CA Services will provide Customer with Supplemental Support Services for the Packaged Work Product as specified in the Transaction Document. Such services shall include the provision of Technical Support and Maintenance during the applicable Support Term.
- 3.2. Customer must have separately purchased the Packaged Work Product specified in the Transaction Document to be covered by Supplemental Support Services during the Support Term.

4. TECHNICAL SUPPORT

- 4.1. Technical support includes online and telephone support for the Packaged Work Product to operate according to the Documentation. Such technical support may be in the form of Workarounds, Fixes, and call support based on guidelines as defined further herein. Supplemental Support Services do not include technical support at the Customer's site unless specifically stated in the applicable Transaction Document.
- 4.2. CA Services provides technical support for the then current Version or Release of the Packaged Work Product. Supplemental Support Services for the Packaged Work Product may be on a different schedule, and support a different release or version of the base CA Software, than as provided by CA Support for such CA Software product.
- 4.3. In order to initiate a technical support issue, Customer will provide CA with sufficient information so that CA can provide assistance to Customer in a timely manner and describe the conditions under which the problem can be duplicated.
- 4.4. Customer may be requested to provide CA information in English, or in the local language if available including but not limited to, Customer number or site identification number, incident severity, Packaged Work Product name including release, version, documentation concerning Customer's systems and applications including relevant business and technical documentation, and any other descriptive data as requested by technical support and will include a technical contact familiar with Customer's environment or the problem to be solved.
- 4.5. Technical support will be provided by qualified CA Services professionals as follows:
 - i. Access to technical support 24x7x365 and the ability to open and manage support incidents via Support Online or by telephone.
 - ii. Production environment support: 24x7 for Severity 1 incidents; normal business hours for severities 2-4.
 - iii. Non production support: normal business hours Severity 2-4 applies.
 - iv. Access to Support Online for 24x7x365 online support and access to Documentation, global user communities, FAQs, samples, webcast recordings and demos, usage tips, technical updates and HYPER notifications (an option the Customer can use to receive automatic emails for critical updates or Fix), as such are made available by CA.
 - v. Interactive remote diagnostic support allowing technical support engineers to troubleshoot an incident securely through a real-time browser-based remote control feature.

5. TECHNICAL SUPPORT GUIDELINES

- 5.1. Technical support logs calls 24 hours a day, 7 days a week. Any technical support issue logged is addressed based on level of severity according to the Customer's determination of the severity level. Each severity level has a differing impact on the response time. The following parameters shall be referenced by Customer when classifying each technical support issue:
 - i. "Severity 1" should be used when the Customer indicates "system down" or a product or a product-inoperative condition impacting a production environment, such as (i) production server or other mission critical systems are down; (ii) a substantial portion of mission-critical data is at a significant risk of loss or corruption; (iii) a substantial loss of service; (iv) business operations have been severely disrupted; or (v) an incident in which the Packaged Work Product causes catastrophic network or system failure or that compromises overall system integrity or data integrity when the Packaged Work Product is installed or when it is in operation (i.e. system crash or loss of system security) and significantly impacts ongoing operations in a production environment, and in each of the foregoing situations (i) through (v), no Workaround is immediately available.

- ii. "Severity 2" should be used for a high-impact business condition possibly endangering a production environment. The Packaged Work Product may operate but is severely restricted.
- iii. "Severity 3" should be used for a low-impact business condition with a majority of the Packaged Work Product functions still usable; however, some circumvention may be required to allow the Packaged Work Product to operate.
- iv. "Severity 4" should be used for (i) a minor problem or question that does not affect the Packaged Work Product functions, (ii) an error in the Documentation that has no significant effect on operations; or (iii) a suggestion for new features or a Packaged Work Product enhancement

5.2. CA will provide responses based on the guidelines below:

Service Level Guidelines	
Incident Severity	Initial Response Time
1	1 hour
2	2 business hours*
3	4 business hours*
4	1 business day

*During CA normal business hours, based on the time from an incident's submission online or telephonically.

6. OUT OF SCOPE

6.1. Supplemental Support Services does not include:

- i. Support of any third party software products, applications or services;
- ii. Support of Packaged Work Products not specified in the Transaction Document for the Supplemental Support Services for the applicable Support Term or renewal thereof;
- iii. Modifications to the Packaged Work Product not authorized by the Documentation or approved in writing by CA;
- iv. Customer or third party custom code, except as otherwise agreed to by CA in the applicable transaction document;
- v. Support for CA Software, including without limitation, additional functionality or releases, beyond the version for which the Packaged Work Product is supported;
- vi. Use of Product Work Product with functionality, features or uses of CA Software unsupported by CA;
- vii. Any services required to deploy any new Version or Release of the CA Software, including without limitation, any services caused by Customer changes in its environment, dependant applications or services or Customer customization of the Packaged Work Product.

6.2. CA will not provide any upgrades to or installations of any third party software or applications.

7. LEGACY VERSION POLICY

7.1. If CA determines that it will terminate support of a Version or Release of the Packaged Work Product, it shall provide Customer at least twelve (12) months notice that such support will no longer be available. If Customer requires support for any legacy version, it may opt for

extended support if offered by CA, for those Versions or Releases for a limited period of time for a separate fee.

- 7.2. If CA issues an End of Service or End of Life notice for the CA Software which is the base solution for the Packaged Work Product, then the Supplemental Support Services hereunder shall cease upon the effective date of such notice without further action by CA.

8. FEES & RENEWAL

- 8.1. The fees for the Supplemental Support Services shall be provided in the Transaction Document. The fees and any subsequent renewal fee for Services Supplemental Support shall be exclusive of any applicable tariffs, duties or taxes which are the responsibility of the Customer. All Supplemental Support Services fees are separate from, and in addition to, any fees relating to CA Software, CA Services, use of the Packaged Work Product and or CA Support and maintenance for the CA Software.
- 8.2. If a renewal fee of Supplemental Support is stated on the Transaction Document, then CA may automatically invoice Customer for such renewal unless CA receives from Customer not less than thirty (30) days written notice of nonrenewal prior to the anniversary of the applicable Support Term. Neither CA nor Customer is obligated to renew a Support Term. Any renewal of the Support Term shall be pursuant to these terms and conditions.

9. GENERAL TERMS.

- 9.1. 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, from the document with the greatest control to the least: (1) the Transaction Document; (2) these Supplemental Support Services terms; and (3) the Master Services Agreement. Notwithstanding this order of precedence, a Customer issued purchase order shall not modify the terms of the documents indicated herein.

Customer acknowledges that its use of the Supplemental Support Services constitutes acceptance of these terms and conditions.