



**MISSION STATEMENT**

The purpose of this document is to outline the legal rights and obligations of you, the customer (“you”), and CA Canada Company (“CA”) (“CA” or “we”), for the license or access to, or use or delivery of, any CA products or services. This master agreement (“Master Agreement”) is different from typical legal agreements, and we did that on purpose. Our intent in writing this Master Agreement was to outline the terms of a legal contract in a way that resembles how you and CA will interact and conduct business together on a daily basis, in plain language. CA has made significant efforts and advances to ensure our products and services provide the best customer experience possible, and the process to procure those products and services should not be any different.

**1. STRUCTURE**

Under this Master Agreement, you may license or access CA software and/or software appliances (collectively, the “Software”), procure hardware or hardware appliances related to the Software (“Hardware”), software as a service (“SaaS”), and/or request maintenance and support of the Software and/or Hardware (“Support”) or consulting services or education (“Services”) through a CA Order Form (“Order Form”) or Statement of Work (“SOW”). The Software, Hardware, Support, SaaS and Services shall be collectively known as “CA Offerings” and the Order Forms and SOWs may be collectively referred to as “Transaction Documents”.

This Master Agreement, any Transaction Documents, and referenced links, documents and exhibits make up the entire Agreement between you and CA for the CA Offerings (the “Agreement”). Any other agreements, proposals, purchase orders, representations or understandings, made verbally or in writing, are superseded in their entirety by the Agreement.

In the event that you are acquired, or have an event that would require you to assign this Agreement, or any part of it, to someone else, you are free to do so as long as you have our prior written consent, which we will grant on reasonable request. The Agreement will be binding on any of your successors or assignees as though they originally entered into it.

**2. RIGHTS TO USE**

If you make all payments on time, you, your majority-owned subsidiaries and your employees, and third-party contractors working on your internal environment (excluding outsourcers)(“Authorized Users”) may use the CA Offering for your internal business purposes under this Agreement through the time period stated (“Term”) and in accordance with the Transaction Document. In exchange for this license or right to use, you agree to protect the integrity and security of the CA Offerings. You also agree to allow us, or an independent third party, to conduct an audit remotely or onsite at your facilities solely for the purpose of verifying compliance with the Agreement. We agree that the audit will be confidential, and commercially reasonable in nature and time.

You agree that you will not: (i) provide, sub-license or transfer the CA Offering, its results/outputs or deliverables and results of Services (“Work Product”) other than to Authorized Users, (ii) make any use of the CA Offering for which you have not paid, (iii) claim any rights in the CA Offering other than your right to use, (iv) modify the CA Offerings, or (v) export or use the CA Offering or Work Product in violation of US or other applicable laws and regulations. Any right that is not granted to you under this Master Agreement or a Transaction Document is reserved to CA.

CA will also make trials or betas available to you so that you may evaluate a CA product before you purchase it (“Evaluation Offering”). If you or someone in your organization downloads or accesses an Evaluation Offering, you agree that it is provided “AS-IS” and will not be installed or used in your production environment. Additional terms or conditions to access or use the Evaluation Offering may be presented to you when you register for the trial. Warranties are only provided with fee based CA Offerings.

The technical documentation and user manuals provided to all customers for each CA Offering (“Documentation”) and the terms describing Support are located on the <http://support.ca.com> site.

### 3. STANDARDS OF QUALITY AND CARE

CA understands that the technology you use to run your business is important, and we stand behind the quality of the CA Offerings. The following warranties apply to the specific type of CA Offering starting from the effective date of the applicable Transaction Document:

- On-Premise Software. CA warrants to you that the Software will operate in material compliance with the Documentation for ninety (90) days. In the event that the Software comes with hardware or software from one of our trusted partners, CA will pass through to you any applicable accompanying license terms or warranties.
- SaaS. CA warrants to you that the SaaS will perform at the service level availability (“SLA”) stated in the SaaS product documentation (“SaaS Listing”). Outages due to scheduled downtime, maintenance, CA responding to security concerns or events outside of CA’s reasonable control, are not included in the calculation of the SLA.
- Services. CA employs high quality Services professionals, and when you purchase CA Services, CA warrants that we will only provide you with individuals who possess the necessary skills and training to perform those Services.

You control and retain all right, title and interest in and to the information and/or data that you provide (“Your Data”). Where CA stores or processes Your Data (e.g. SaaS), CA will maintain and administer the physical and technical safeguards stated in the product information (e.g. the SaaS Listing) or security document made available by CA. You may have certain information that is subject to heightened security standards of care (e.g. health data, account numbers) and you agree that you will not provide CA such sensitive information unless CA is made aware and expressly agrees to follow such standards in the SaaS Listing. CA will only access Your Data: (i) to operate the data center(s) as required, and (ii) in response to product or technical issues. Except as required by law or for auditing and billing requirements Your Data will be destroyed or deleted by CA within sixty (60) days of any termination or expiration of a Transaction Document for such SaaS services. All outputs and reports of Your Data that are available will be accessible to you in a standard readable format (i.e. CSV) through the end of the applicable Term. If you provide any personal data to us required for any CA Offering you acknowledge that CA relies on you to ensure that you are authorized to provide this information lawfully and in compliance with relevant legislation. CA and its affiliates and subcontractors will only process personal data to perform its obligations. CA may transfer such data to countries needed to perform its obligations. CA and its affiliates have committed to comply with relevant data protection/privacy legislation and personal data will be transferred in accordance with CA’s statement and terms set out at <https://www.ca.com/us/legal/privacy/data-transfers.html>. In order to better understand and meet its customers’ needs, CA may collect use, analyze and retain Customer’s meta data, system topography information, and operations data and, in a confidential and anonymous manner, aggregate such data with similar usage data of other CA customers.

CA owns all right, title and interest to the CA Offerings, Work Product, and feedback provided by you, CA intellectual property, and any modifications or derivatives thereof (“CA Intellectual Property”). You and CA agree that any Confidential Information that is exchanged will only be used for purposes relating to this Agreement, and that it will be protected in the same manner that you, or CA, would protect its own. In any event, the standard of care of such information will not be less than reasonable. You and CA agree that Confidential Information means Your Data, CA Intellectual Property, and any other information, in written or oral form, that a reasonable person would deem to be confidential. Except where prohibited by law, the following is not considered Confidential Information: (i) information which has been authorized in writing to use without restriction; (ii) information which is rightfully in a party’s possession or becomes known to a party through proper means; and (iii) information which is independently developed without use or reference to the Confidential Information of the other party.

### 4. RESOLUTIONS AND CA’S PROMISE

Given the nature of all relationships, some issues may arise, and we will work with you to try to find resolutions. Specifically, if there is a Software or Services warranty breach, your exclusive remedy and CA’s obligation for the Software or Services at issue, shall be for CA to re-perform the Services; replace or repair the Software; or provide a pro-rata refund on the deficient Services fees or Software license fees paid. If CA fails to perform according to the SaaS Listing, you would

be entitled to the remedies listed on that document. These remedies are available to you when CA's Software or Service causes the error and CA can reproduce the error.

Given the nature of technology, CA does not represent that the CA Offering will be error free or that all errors will be corrected. EXCEPT AS SET FORTH IN THE STANDARDS OF QUALITY AND CARE, 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. CA MAKES NO WARRANTIES HEREUNDER WITH RESPECT TO ANY HARDWARE EQUIPMENT THAT CA MAY SUPPLY. WHILE CA WILL PASS THROUGH TO YOU ALL HARDWARE WARRANTIES, CA ITSELF MAKES NO WARRANTIES HEREUNDER WITH RESPECT TO ANY HARDWARE EQUIPMENT WHICH CA MAY SUPPLY.

If you are notified that the CA Offering as used per the Documentation infringes any U.S. patent, copyright or trademark, you agree to notify CA immediately. CA's IP rights are very important to CA and we will defend and indemnify you provided CA has the ability to strategize, defend or settle any third party claims, at our option. Depending on how CA is able to resolve the matter, CA may obtain the right for you to continue to use the CA Offering; repair, redevelop or replace the CA Offering so it no longer infringes; or terminate the applicable CA Offering and provide a pro-rata refund from the date of termination for fees paid for the CA Offering affected.

THIS STATES THE ENTIRE LIABILITY AND OBLIGATION OF CA REGARDING WARRANTY CLAIMS AND CLAIMS OF INFRINGEMENT AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY.

If you are a SaaS user and CA has verified that a security breach has or is likely to cause harm and CA has verified that Your Data has been or is likely to have been compromised, CA will notify you either within five (5) business days, or as required by law, whichever is shorter. You can expect an official incident report with details, including measures to be taken to minimize potential impact, within thirty (30) days of the report's completion, provided that CA is not prevented by law or regulation from providing the report. If the event results in the loss of Your Data, CA will restore it from the last archive point.

We expect that each party will act within the bounds of this Agreement. When either party breaches the Agreement, the expectation is that the affected party will reach out to the party promptly. If the issue cannot be reasonably resolved within thirty (30) days of notice, and such issue undermines the intended purpose of the Agreement, the non-breaching party may terminate the applicable CA Offering. IN ANY EVENT, IF THERE IS ANY OTHER FORM OF LIABILITY UNDER THIS AGREEMENT, BOTH PARTIES AGREE THAT THE OTHER SHALL ONLY BE LIABLE FOR DIRECT DAMAGES, EXCEPT IF EITHER PARTY VIOLATES THE CONFIDENTIALITY PROVISION OF THIS AGREEMENT. CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES SHALL NEVER APPLY. The parties agree though that this is not intended to exclude or restrict liability of either party where the law does not permit you or CA to do so. The parties also agree that the direct damages cannot exceed (i) two (2) times the fees paid and owed under the Transaction Document for the Software, Hardware, Support or Services that gave rise to the breach or incident; or (ii) if SaaS, then fees from the Transaction Document for the twelve (12) month period trailing the breach date.

This Master Agreement shall continue in effect unless otherwise terminated. Termination of this Master Agreement will not result in termination of any Transaction Document and such terms shall survive until such time the Transaction Document expires or is otherwise terminated.

While we hope it never comes to this point, if we need to resolve an issue, you and CA agree to interpret the Agreement under the laws of Laws of the Province of Ontario (excluding its conflict of law provisions) and also excluding the United Nations Convention on Contracts for the International Sale of Goods) and any disputes will be exclusively referred to the Non exclusive jurisdiction of the Courts of the Province of Ontario. If there is a conflict between any terms and conditions, the most recently executed document will control. You agree that this contract creates a customer-independent contractor relationship between you and CA. If any part of this Agreement is held to be invalid, the remainder of the Agreement will remain in full force and effect. This Section, the Limitation of Liability and the sections referenced therein shall survive termination or expiration of any Transaction Document and/or this Master Agreement.