



## CA Master Agreement (“MA”) CA 主协议 (“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.

本MA是由相关订单上标识的CA实体 (“CA”)与客户实体 (“您”)签订的，自订单上指定的日期起生效。

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.

您享有的CA软件 (简称“CA软件”) 使用权以及享有的维护和支持 (简称“维护”) 及CA专业服务 (“CA服务”), 均以您遵守本MA的条款和条件; 列明CA软件、维护和/或CA服务的适用订单; 以及CA软件、维护和/或CA服务相关的特定程序文档 (“SPD”), 位于<http://www.ca.com/licenseagreement>, (这些文件统称为“协议”) 为条件。适用于您所被许可和/或购买的CA软件、维护或CA服务的SPD之相关条款和条件是当您获得CA软件、维护或CA服务之日有效的SPD, 并且在您与CA双方未对CA软件、维护或CA服务做出相反的书面约定的前提下持续具有约束力。

**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:

**1. 授权许可。** CA 授予您在订单上题为“区域”一节中所指定的国家或地区内以目标形式并仅用于内部业务目的的使用CA软件的有限的、非独占性的且不可转让的许可, 均以您遵守本协议的条款和条件, 包括但不限于支付通过本协议所获得的CA 软件、维护和CA 服务的相关费用, 为条件。此使用包括您及您授权最终用户的使用在内。“授权最终用户”指您及您关联机构的员工及独立承包商 (不包括外包商、设备管理服务提供商或者应用程序服务提供商)。授权最终用户对CA 软件的使用应始终由您承担责任。您可使用CA 软件对您关联机构的内部数据进行处理, “关联机构”是指您根据法律或合同规定持有超过百分之五十 (50%) 的股权的任何实体, 前提是您必须保持该股权。您获得的许可类型列于CA 软件订单中, 并可能包括:

**a. Perpetual License:** A perpetual license to use the CA Software, which may only be terminated as set forth in Section 9(b) herein.

**a. 永久许可:** 永久使用CA 软件的许可, 该许可仅根据本条款第9 (b) 节的规定终止。



**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.

**b. 定期许可:** 在相关订单中规定的期限内（简称“期限”）使用CA 软件的许可。使用许可期限届满时，如您尚未取得新的使用许可，则您及您的授权最终用户将终止使用CA 软件。

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.

无论哪种类型，如您的CA 软件使用许可被CA 定义为“主机软件”，则该类CA 软件的使用仅限于订单上确定在本区域内的硬件、地点和/或位置。只有在向CA 发出书面通知后，您方可将该CA 软件转移到本区域内新的硬件、地点或位置。若向本区域以外转移该CA 软件，则应事先取得CA 的书面许可并支付额外费用。

**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.

**2. 使用禁止。**除协议特别许可外，您不得：(a) 拷贝、复制、散布或泄露CA 软件，不过您可以复制合理数量的CA 软件，以便您用于真正的“冷待机”灾难恢复、备份及存档的目的，并利用这些复制件进行合理的测试及真正的灾难恢复。在“热待机”环境中保存CA 软件的拷贝，或者出于灾难恢复、备份或存档的目的而将CA 软件进行进一步或其他使用，均应向CA 支付费用；(b) 修改、拆分CA 软件或开发CA 软件衍生产品；(c) 租借、出售、租赁、分配、转让CA 软件或者发给他人CA 软件的分许可证，或者为第三方的利益而提供托管，服务局，按需或外包服务；(d) 去除任何一套CA 软件拷贝、文档、或CA软件以及嵌入有CA软件、文档或其中部分的材料中的任何所有权提示、标签或标识；(e) 使用 CA 软件的方式超出了由 CA 或 CA 授权转售商或分销商授予您的许可范围；或(f) 对CA 软件进行分解、反编译、反向工程或另外翻译，无合同弃权的情况但相关法律特殊许可的领域除外。CA明确保留此协议中未特定授予的所有权利。

### **3. Licensing Model and Authorized Use Limitation.**

#### **3. 许可模式及授权使用限制。**

**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, where one copy of the CA Software is installed in a single server operating environment for a given license fee. Other examples of Licensing Models include, but are not limited to, licenses based on and calculated using millions of instructions per second (MIPS) or millions of service units (MSUs), the total number of end-users, the number of sites in which the CA Software is installed or used, and enterprise-wide use.

**a.许可模式。**各CA 软件程序的许可模式会在CA 软件的SPD中题为“许可模式”栏目中详尽描述，若此CA 软件无SPD，则会在相关订单中详尽描述。举例说明，CA 软件可由CA 根据“每个服务器”的许可模式做出许可，这样，支付指定的许可费可以在一台服务器操作环境中安装CA 软件的一个副本。许可模式的其他范例



包括（但不限于）基于且使用以下方式来计算许可：每秒百万条指令 (MIPS) 或百万服务单位 (MSU)、最终用户总数、安装或使用了 CA 软件的站点数以及企业范围的使用。

**b. Authorized Use Limitation.** The specific scope or number or type of licenses that You have purchased for the CA Software based on the applicable Licensing Model is set forth in the relevant Order Form. By way of illustration, You may elect to license CA Software with a “per server” Licensing Model on up to five servers in which case the Authorized Use Limitation would be five servers and the fee due might be five times the “per server” fee assuming there is a flat “per server” fee [note: there may be volume discounts]. Your use of the CA Software must not exceed the specified Authorized Use Limitation. Prior to installation or use by You of the CA Software in excess of the Authorized Use Limitation, You agree to pay CA for such incremental excess use in accordance with the applicable Licensing Model.

**b. 授权使用限制。** 相关的订单中有详尽说明了您根据适用的许可模式购买的CA 软件的使用许可的具体范围、数量或类型。举例说明，您可以选择按“每个服务器”的许可模式取得最多五台服务器的CA 软件使用许可，这样，授权使用限制数额便为五台服务器，而应付款为“每个服务器”费用的5倍（前提是假定“每个服务器”有固定价格[注：可能有总额折扣]）。您对 CA 软件的使用不得超出指定的授权使用限制。在安装或使用超出授权使用限制的CA 软件前，您同意依照适当的许可模式为新增的超额使用部分签订订单。

**4. Payment of Fees.** You agree to pay the fees for CA Software, Maintenance and/or CA Services specified on the Order Form or such other ordering document as otherwise agreed between You and CA. Payment obligations are non-cancellable and fees paid are non-refundable except as expressly provided herein. Unless otherwise provided in the Order Form, all payments are due within thirty (30) days from date of invoice except for amounts that are subject to a bona fide dispute. In order to place an invoiced amount, otherwise payable, into bona fide dispute, You must notify CA, in writing, prior to the original due date for payment of such invoiced amount and submit a written explanation, specifying, in reasonable detail, the basis of the dispute as to the validity of such invoiced amount. You agree to pay any applicable VAT, sales tax, import and custom duties and any other applicable taxes (collectively “Taxes”) in addition to the fees. In the event a payment due date falls on a weekend or a holiday the payment shall be payable by You to CA on the business day immediately prior to such date. CA may charge interest of one per cent (1%) per month compounded for the entire overdue period or the maximum amount allowed by law if undisputed fees, or fees determined to be payable by any court or otherwise agreed are not paid by the due date. If Your account is thirty (30) days or more overdue (except with respect to amounts subject to a bona fide dispute), in addition to any of its other rights or remedies, CA reserves the right to suspend Maintenance and/or any CA Services to You, without liability, until such amounts are paid in full.

**4.费用支付。** 您同意支付订单或您与CA另行约定的其他订购文档上指定的 CA 软件、维护和/或 CA 服务的费用。除在本协议中明文规定外，支付义务是不可取消的，且已支付的费用不予退还。除非在订单中另有规定，或者对金额确实存有争议，否则所有付款应自发票日期起三十天内支付。如果您对发票上应付的金额确实存有争议，您必须在该发票金额的原定支付日期之前以书面形式通知 CA，并提交一份书面解释，明确合理地详细阐明关于该发票金额有效性的争议依据。您同意除费用之外还支付所有相关的增值税、销售税、进口税和关税以及任何其他相关税赋（总称为“税额”）。如果支付到期日为周末或节假日，则您应在到期日之前的工作日向 CA 支付费用。如果在到期日之前未支付无争议的费用，或者由任何法院裁定或双方认可应支付的费用，则 CA 对于整个逾期未付时段将收取每月百分之一 (1%) 的利息或法律允许的最大金额。如果您的账户逾期达三十 (30) 天或以上（由于确实存有争议的金额除外），则除了其他权利或补偿措施之外，CA 还保留中止向您提供维护和/或任何 CA 服务直至您付清所有应付金额的权力，并且不承担由此产生的任何责任。

**5. Maintenance and Support.** If included in Your license from CA, or if You elect to purchase Maintenance for CA Software in addition to the warranty support, if any, provided with such CA Software, the Order Form identifies the type of Maintenance purchased for each CA Software program, and the duration of such Maintenance (the “Maintenance Term”) and the applicable fees for Maintenance. CA will provide the level of support as detailed for each such category in the specific Maintenance SPD, which can be found at <http://www.ca.com/licenseagreement>. Warranty support and the term thereof provided by CA, if any, is described in Section 7 below and any additional or different terms and conditions governing warranty support are set forth in the SPD for each CA Software program.



To the extent that warranty support is provided by CA, it is included in the license fee for CA Software and thus is not separately designated as Maintenance on the Order Form.

**5. 维护和支持。** 如果您从 CA 获得的使用许可中包含维护，或者您选择购买除 CA 软件所附的质保支持（（若存在）以外的 CA 软件维护，订单中注明对每个 CA 软件程序所购买的维护类型，以及该维护的持续时间（维护期限）和维护的相关费用。CA 将提供每个类别在其维护 SPD，该文档位于 <http://www.ca.com/licenseagreement>，中详细规定的维护与支持级别。由 CA 提供的质保支持及其期限（若存在，将在以下第 7 节中说明，而适用于质保支持的任何额外或其他条款和条件（若存在）将在各 CA 软件程序的 SPD 中说明。就 CA 提供的质保支持而言，其费用已包括在 CA 软件的许可费中，因此不会在订单上另行指定为维护。

**6. Documentation.** For purposes of this Agreement, “Documentation” means (a) with respect to CA Software: only standard specifications, user documentation, and technical manuals and guides provided by CA with its CA Software (some or all of which may be in English only) and (b) with respect to Maintenance and warranty support: CA’s external policies covering the scope and nature of Maintenance and warranty support available to CA licensees can be found at <http://www.support.ca.com>. You may make a reasonable number of copies of and internally distribute Documentation solely for Your internal business purposes however You may not modify such Documentation without the prior written approval of CA. Any copies or partial copies You make must bear CA’s copyright and any other attribution notices contained in the materials copied. Such Documentation is deemed to be confidential and proprietary to CA.

**6. 文档。** 在本协议中，“文档”是指：(a) 对于 CA 软件：仅指由 CA 随 CA 软件提供的标准说明书、用户使用说明书，以及技术手册和指南（有些文档可能仅有英文版本）和 (b) 对于维护和质保支持：涵盖适用于 CA 许可的维护和质保支持的范围和种类的 CA 对外策略，该文档位于 <http://www.support.ca.com>。您可以仅出于内部经营目的对文档进行合理数量的复制并用于内部发放，但是，未经 CA 书面许可，不得对这些文档进行修改。您对文件做出的任何复制或部分复制须标明 CA 的版权及资料中包含的任何其他归属的复制告示。这些文档被视为 CA 的机密及专有。

**7. Limited Warranty.** CA warrants to You that: (a) it has the authority to provide You the rights and licenses mentioned herein and (b) for the duration of the warranty period set forth in the SPD for the CA Software or Services, or, if no warranty period is set forth in the SPD and the CA Software or Services are not provided under terms expressly identifying the CA Software or Services as provided on an “as is” basis, a period of thirty (30) days following the date on the Order Form; (i) when the CA Software is used in an operating environment stated in the Documentation as supported by CA, the CA Software will materially conform to the specifications in the Documentation for such CA Software; and (ii) CA Services and Maintenance shall be performed in accordance with industry standards using reasonable care and skill, and provided in accordance with CA’s then-prevailing policies. If it is established that CA has breached either of the warranties in subsection (b) above, CA’s only obligation and Your exclusive remedy shall be for CA to, at its option, (1) use reasonable efforts to cure the defect in the CA Software or re-perform the nonconforming CA Services; (2) replace the CA Software with CA Software that materially conforms to the specifications in the Documentation; or (3) terminate the CA Software license and provide a pro rata refund of the fees that You have already paid, which for license and Maintenance fees paid with respect to CA Software licensed under a subscription license, shall be calculated against the remainder of the Term from the date it is established that CA has breached the foregoing warranties 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 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.

**7. 有限质保。** CA 向您保证：(a) CA 有权为您提供本协议所涉及的权利和使用许可，以及 (b) 在 CA 软件或服务的 SPD 中阐明的质保期间内，或者如果 SPD 中没有阐明质保期限且提供 CA 软件或服务的条款中未明确注明 CA 软件或服务是“按现状”提供，则在订单之日后三十 (30) 天的期限内 (i) 当 CA 软件应用于 CA 文档中规定的操作环境时，CA 软件将实质上符合该 CA 软件文档中的规范；以及 (ii) CA 服务和维护将依照行业标准使用合理的关注和技能来执行，并根据 CA 的当时政策来提供。如证实 CA 违反上述 (b) 项中的任何一项保证，CA 的唯一义务和您的唯一补救方案，由 CA 全权选择采取以下措施：(1) 通过合理的努力修补 CA 软件



中的缺陷或对于不合格的CA服务重新执行；(2) 用实质上符合文档中的规范的CA 软件替换之前的CA 软件；或者(3) 终止CA 软件使用许可，并按比例向您退还已支付了的费用，其中，对于定期许可的CA 软件使用许可费及维护费而言，退款数额应根据自确认CA 违反上述质保条款之日起的剩余期限计算；或者，对于永久许可的CA 软件而言，应使用三年的期限来计算许可；或者对于针对CA 服务另行注明和支付的费用，退款应根据适用的订货文档提供的可交付产品和在出现不合格 CA 服务前所执行的 CA 服务来计算。对根据本协议的保证条款而支付的费用中的任何退款将终止受影响 CA 软件的许可或（对于服务而言）终止由 CA 执行的相关服务。根据本质保条款做出任何退款，将终止所涉及的CA 软件的许可使用权或（对于服务而言）终止由 CA 执行的相关服务。

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.

此质保和所提供的补救措施仅适用于下列情况：(i) 所报告的错误及缺陷可由 CA 合理重现；(ii) 您自涉嫌违约情况发生之日起三十日内以书面形式向CA合理明确地报告所指的违约情况；(iii) 对违约行为进行诊断及补救时，您向CA 提供适度的协助；(iv) CA 软件或 CA 服务还在SPD 规定的质保期内；(v) 您已安装并且正在使用由 CA 对受影响的 CA 软件发布的所有更新、补丁和修复程序；(vi) 您已在所有实质性方面上遵守了本协议的条款和条件（包括但不限于支付所有费用）并已在实质上遵守了受影响的 CA 软件、维护或 CA 服务的文档；以及 (vii) 错误或缺陷完全是由 CA、其代理人或雇员的失误或疏忽造成的。

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.

您理解并同意，CA 向您提供的第三方硬件设备和软件，可根据此硬件设备或软件的生产商或许可人规定的质保条款或其他条款及条件，向您提供。在适用的情形下，CA 将把此质保或其他条款包含在附随相关软件或其他可交付产品的文档中。

**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.**

任何第三方，包括代理人、销商或被授权的CA 转售商，均无权修改以上任何质保，或代表CA 添加任何质保。

**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.**

这些质保条款是对您的唯一质保规定，替代其他明示或暗示的质保规定或条件（包括但不限于适销的暗示质保、非侵权及适用于某种特定用途的条款）。CA 不保证CA 软件、维护或CA服务会符合您的要求，也不保证 CA 软件或 CA 服务的使用是不间断或无差错的。有些州或辖区并不允许排除某些明示或暗示的质保，因此，上述排除性规定可能并不适用于您。若适用的法律允许，则（A）这些质保的期限仅限于针对所述 CA 软件、维护或CA 服务的质保期间；且（B）对违反任何此类质保的补救措施限于对不符合这些质保条款的商品进行修复或替换，或者重新提供服务。上述期限期满后任何质保均不适用。有些州或辖区并不允许此等限制，所以上述限制未必一定适用于您。

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

这些质保条款赋予您特定的法律权利，您也可根据所在不同的州或司法管辖区取得各种其他权利。

**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.

**8. 责任限制。** 不管您依据何种理由向CA 或其供应商提出赔偿请求（包括但不限于违约、过失、不实陈述或其他合同及侵权索赔），您同意CA 的责任不超出以下数额：1）对于人身伤害（包括死亡）、不动产损害及有形私人财产的赔偿数额不超过五十万美元（\$500,000）；以及 2）对于任何其他实际发生的直接损失赔偿数额，其最高数额不得超过您为作为索赔对象的 CA 软件、维护和/或 CA 服务所支付的实际金额。此责任限制也适用于CA 的雇员、承包商、转售商和供应商。这是以上各方和 CA 共同负责承担的最大金额。

**EXCEPT AS SET FORTH ABOVE, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CA OR ITSSUPPLIERS 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.**

除上述规定外，在适用法律所允许的最大可能范围内，在任何情况下，CA 或其供应商对您或其他方的任何间接、偶然、继发、特殊、警戒性或惩罚性的损失均不承担赔付，包括但不限于利润损失、收入损失、商誉损失、存款损失或数据丢失，即使CA 或其供应商已事先得知发生这些损失的可能性。如果以上责任限制在适用法律下是无效的，则CA 和其供应商对于此类索赔的责任仅限于您为导致索赔的CA 软件，维护及/或服务所支付的实际金额。

## **9. Termination.**

### **9. 终止**

**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.

**a. 由您终止。**如果CA 实质上违反了本协议规定的义务，除标题为“有限质保”及“赔偿”两节规定的义务外，且未(i)在三十日内纠正，或者(ii)根据您合理的满意程度对纠正该违约行为取得实质性进展和实施一个在六十 (60) 天内纠正违约的计划，您可提前三十天向CA 发出书面通知，以终止本协议。

**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.

**b. 由 CA 终止。**除标题为“有限质保”及“赔偿”的两节规定的终止情形外，如果您实质上违反了本协议规定的义务，并且未(i)在三十日内纠正，或者(ii) 根据CA合理的满意程度对纠正该违约行为取得实质性进展和实施一个在六十 (60) 天内纠正违约的计划，CA可提前三十日向您发出书面通知，以终止本协议；但是，如果这些违约根本无法在合理的情况下纠正，则无需发出通知及给予纠正的机会，CA 在此情况下可立即终止本协议。实质违反包括但不限于对CA 或其许可人的知识产权造成不利和实质上的影响的违约行为、逾期未付款，或者违反您的保密义务。如果您违反本协议规定的义务，则CA 有权暂停履行本协议。

**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.

**c. 终止的影响。**本协议的任何终止均不得免除任何一方于协议终止之日已存在的或者此终止发生前一段时期内引起的责任，也不得排除任何一方追求与本协议的任何违约相关的依照法律或衡平法规定的任何权利或补偿。在任何一方终止特定 CA 软件产品、维护或 CA 服务或所有此类产品和服务的协议的情况中：(i) 所有到期或还未到期的适用费用将立即变为到期且应付给 CA （仅可使用标题为“有限保证”一节或“赔偿”一节中规定的 CA 按比例退款的金额作为抵消）(ii) 依据本协议授予的定期许可应立即撤销；并且(ii) 您不再有权享有本协议规定的任何相应的维护服务。而且，如因您侵害CA 或其许可人的知识产权、违反您在本协议中的保密义务、或未能支付适用许可的使用许可费及维护费而使CA 终止本协议，则任何及/或所有依本协议授予的适用的永久许可也应立即撤销。本协议终止后，您应立即向CA 做出书面证明，以证明您所占有或控制的CA 保密信息及专有信息的完整或部分复制件以及使用许可权已被撤销的CA 软件已从您计算机及存储设备中删除（包括备份及存档本），您已向CA归还或销毁，并且您及您的关联机构或您允许接触此信息的其他人已不再使用。



**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.

**d. 维护终止或到期。** 如果您享有CA 软件的使用权及单独的获得维护的权利，并且您因某种原因终止维护或未能延长维护期限，则在CA 软件使用许可期限内您可继续使用该CA 软件，但无权享有CA 软件的维护，也无权要求退还许可或维护费。只要本协议依然生效，您可以（如果 CA 仍普遍提供该 CA 软件的维护）随后通过支付未付维护费的方式，即向 CA 支付相当于 CA 现行的每年维护费的百分之一百五十 (150%) 的未付期间的维护费来恢复该 CA 软件的维护，这样 CA 软件就可以得到更新，包括您中断维护服务期间发布的缺陷修复、补丁程序和更新。

**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.

**10. 赔偿。** 如果有第三方声称 CA 软件或 CA 服务(单独并未与其他程序或设备集成)在您被授权使用该 CA 软件或 CA 服务的司法管辖区域内侵犯了他们的美国注册专利权或著作权或类似法律，而您立即将此等赔偿要求书面告知 CA，允许 CA 控制辩护以及任何相关解决争议的协商，在准备该辩护和协商中合理地配合 CA，并且在赔偿要求提交之日您是积极的维护用户，则 CA 将自费用地保护您免受该索赔影响，负责支付具有司法管辖权的法院最终判决或包含在 CA 批准的解决中的所有支出、损失和律师费。如果出现或可能会出现此类索赔，则 CA 可采取措施使您能够继续使用 CA 软件、将该软件修改成非侵权状态或者使用至少具有同等功能的非侵权 CA 软件替换该软件，如果 CA 确定这些可选择的方案均无合理性和可行性，可终止您的 CA 软件使用许可证，而您同意在接到 CA 的书面请求后将 CA 软件返还 CA。CA 将按比例向您退还已支付了了的 CA 软件费用，该退款金额应根据第三方书面索赔通知之日起的剩余期限计算，或者，如该 CA 软件为永久许可使用权，则依此目的，使用许可期限应按三年计算。以上构成 CA 对您承担的唯一义务，也是您基于任何知识产权赔偿请求而享有的唯一补救措施。若出现下列情形，则 CA 不承担本节规定的义务：(i) 未经许可对 CA 软件进行修改导致的侵权；(ii)未根据本协议条款和条件或未遵守文档规定使用 CA 软件；(iii)CA 已声明不再支持此 CA 软件；(iv)如果使用 CA 发布的更新程序或补丁，则可以避免所宣称的侵权；或者(v) 由于 CA 软件与非 CA 厂商供应的第三方产品一起使用而导致该涉嫌侵权。





**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.

**11. 所有权和专利信息。** 知识产权的所有权及其中的所有权利，包括但不限于CA 软件，服务和文档中，以及任何从其衍生的产品，的专利、版权、商标和商业秘密，以及因使用此类CA 软件，服务和文档而产生的商誉均专属于CA 公司和/或其许可人。您不得向本协议明确许可外的任何第三方提供或透露此类知识产权，且应采取适当措施（包括通过对您允许接触此等信息的员工进行指导或做出约定）以履行您在本协议中的义务。

**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.

**12. 保密。** “保密信息”指标注为“保密”的信息或者合理人员根据情况（包括信息来源）及行业惯例认为应当保密的信息。举例说来，CA 保密信息包括但不限于 CA 软件、文档、技术数据及信息、方法及相关文档、培训资料、产品计划及产品地图、市场策略、商务模式、定价及人事资料。您和 CA 双方应遵从：(a) 信息接收方应像保护自己同等类型或价值的专有信息的方法对披露方的保密信息进行保密；(b) 除本协议明确许可或信息披露方事先另行做出书面同意外，任何一方不会将对方的保密信息向任何第三方披露（除需知悉与本协议有关的保密信息的信息接收方的授权人员外）；以及(c) 不得用于除本协议许可以外的其他目的。尽管存在上述规定，但(a)任何一方可将信息披露方的保密信息向信息接收方的律师、独立会计师及财务顾问提供或允许其接触，并且其目的仅为使此等律师、独立会计师及财务顾问向信息接收方提供咨询意见；及(b) CA 可将您的保密信息向需要知悉该保密信息以协助 CA 完成本协议预期或要求的活动承包商、转售商或分销商提供或允许其接触，前提是在每一个此类的事件中，得知保密信息的第三方应当遵守与本条本质上类似的保密和不得使用的义务。

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.

如果保密信息的任何部分满足以下条件，本第12节规定的义务对该部分均不适用：(a) 在信息接收方获得该保密信息之前或之后，信息披露方已公开披露的信息；(b) 信息接收方在从信息披露方获得信息之前就已知悉的且无须承担保密义务的信息；(c) 在接收方随后从合法拥有该保密信息且没有义务对其进行保密的第三方处获得了该保密信息；(d) 已由第三方发布或者以其他非因信息接收方的过错或违反本协议的方式进入公众领域的信息；或者(e) 已由信息接收方独自开发或取得的信息。此外，如果根据信息接收方法律顾问合理建议，认为有必要为遵守法庭指令或者法律法规而对本协议规定的任何保密信息进行披露，只要信息接收方在合理的尽可能的情况下，在披露保密信息之前充分通知信息披露方从而给与信息披露方足够的时间以采取任何披露方认为对于保护保密信息的保密性而言适当的措施，则信息接收方可以有权利公开任何保密信息。对于与 CA 软件和 CA 知识产权相关的保密信息，以上规定的义务无限期保持有效。对于所有其他保密信息，此类义务应从最初披露之日起五 (5) 年内保持有效。

### 13. General.

#### 13. 一般规定

- a. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.  
a. 消费者的任何不得放弃或不受合同限制的法定权利不受本协议任何规定的影响。
- 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.  
b. 如果本协议的任何条款被裁定为无效或不可强制执行的，本协议的其余条款仍具有法律效力。
- 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.  
c. 您同意CA 软件受美国的出口管制以及能使用CA 软件的其他国家的进口管制。您同意仅在遵守这些法律和管制规定的前提下出口、转口或进口CA 软件。
- 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.  
d. 您同意允许CA 及其关联机构在其经营业务的任何地方保存及使用您的联系信息，包括姓名、电话号码及电子邮箱地址。这些信息将被处理并用于我们的业务联系方面，并且可能被提供给CA的关联机构，以及CA和关联公司的承包商，业务伙伴和受让人，用于集体商业活动，包括与您沟通（例如处理订单，促销和市场调研）。您声明：(i) 您已被正式授权向CA提供私人信息，且您的这种做法合乎相关法律的规定；(ii) CA及CA 公司集团内的任何实体（每一个“CA 实体”）或者其分包商可对此类信息进行处理；及(iii) 为了更好地



的对您履行义务，以及向您提供其它CA产品或服务的促销活动，CA可以向任何CA实体及其分包商批露这些信息，也可能将这些信息传输到原所在国以外的国家。CA 国际公司已通过安全港认证，并且CA 实体已承诺遵守相关的数据保护/隐私法规。

**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.**

**e. 除非当地法律不允许合同性放弃或限制，您或CA 均不可在诉因发生超过两年后以本协议为依据提起诉讼。**

**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.**

**f. 因天灾、地震、火灾、水灾、飓风、恶劣天气或其他自然灾害、战争、社会动乱、恐怖袭击、暴乱、罢工、封锁、法庭命令、互联网或通信问题、电力故障或遭非法入侵或被盗等造成延误而导致无法履行此协议下的义务，我们任何一方均免于履行本协议规定的义务（除到期付款义务外）。**

**g. The CA Software shall be delivered either by electronic delivery (“ESD”) or if CA requires in tangible media CPT, as defined in INCOTERMS 2010, from CA’s shipping point. CA agrees to be responsible for all customs duties and clearance and title to any CA hardware if included will pass upon point of delivery to carrier at CA’s shipping location. 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.**

**g. CA软件应以电子交付方式（“ESD”）交付；或者，如CA需要通过有形媒介物，应以CPT（同2010年国际贸易术语解释通则中相关定义）自CA装运点起运的方式交付。CA同意承担所有关税并办理结关手续，并且CA硬件（如包含）在CA装运地交付后，其所有权应转移给承运人。如果使用电子交付，则不会交付任何有形的动产。这种电子交付可能不会自动免除适用的销售税或使用税。**

**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.**

**h. 除了上述责任限制及赔偿章节许可外，本协议不会为第三方设定任何权利或诉因，也不会使CA 就第三方向您提起的索赔请求对您负责。**

**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.**

**i. 若构成此协议的文档中的条款和条件中或之间出现任何冲突或不一致，应按照以下优先级别来解决（从优先级最高的文档到优先级最低的文档）：(1) 订单；(2)相关 CA 软件或维护的 SPD（包括 CA 支持策略和条款）；(3) 本MA；然后是 (4) 相关 CA 软件的文档。**

**j. This Agreement shall be governed, interpreted and enforced in accordance with the laws of China without regard to conflict of law principles. The courts of Beijing will have sole and exclusive jurisdiction with respect to any disputes arising out of this Agreement. 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.**

**j. 本协议适用中华人民共和国法律来管理、解释和实施，不考虑法律原则之间的冲突。任何争议应当由北京有管辖权的法院审理判决。《联合国国际货物销售合同公约》将不适用于本协议。在法律准许的最大范围内，您和 CA 均同意放弃陪审团审判的权利。**

**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.

**k.** 本协议及其中引用的文档代表 CA 与您之间就此协议内容达成的全部协议，并取代双方之间所有其他与此协议内容相关的任何口头或书面形式的协议、提议、采购订单、声明和其他谅解。对此协议的变更或修改只有通过书面形式并由双方签署后才能生效。如果使用的是采购订单，则其上的任何条款将不适用。

**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.

**l.** 未经CA 事先书面同意，您不可转让本协议、任何CA 软件的使用权或者您在本协议中的权利及义务。本协议对双方及其各自的继承人或受让人均具有约束力。CA 可以通过向您发送书面通知来转让本协议。

**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 13e shall not apply to this Section 13m.

**m.** 您同意在 CA 为验证您是否遵守此协议而提出合理请求时向 CA 提供此类信息以及对您的设施以及您的关联机构的设施和记录的访问权限。这种检查权利在此协议终止后的三 (3) 年时间内仍然有效。第 13.e 节中的限制对此第 13.m节不适用。