



Channel End User Terms: Software

1. INTRODUCTION

1.1 By using the CA Software and/or acknowledging receipt of the Notification Form, the end user ("End User" or "Customer") agrees to these Channel End User Terms for CA Software and the Notification Form ("Software Terms") which specify terms and conditions which apply to CA Software that CA Europe Sàrl ("CA Europe"), located at Building A, Lake Geneva Centre, Route de la Longeraie 9, 1110 Morges, Switzerland, will license to Customer. Customer understands and agrees that Customer's right to use the CA Software, ordered by Customer and obtained from an Authorized CA Partner, is subject to Customer's compliance with these Software Terms. The Software Terms will be the version that is in effect at the time that the local CA entity ("Local CA") receives an order from an Authorized CA Partner. Customer's entire relationship and rights against CA Europe are as set out in these Software Terms.

2. DEFINITIONS

- 2.1 "Access" means use of CA Software remotely by an Authorized End User.
- 2.2 "Affiliate" with respect to Customer means any legal entity in which the Customer directly or indirectly Controls.
- 2.3 "Authorized End Users" means Customer, Affiliate and their employees and independent contractors (but excluding any outsourcer, facilities management providers, managed service provider, or application service provider) that are bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Customer and not a third party.
- 2.4 "Authorized Use Limitation" means the quantity of the CA Software licensed in accordance with the License Metric from CA Europe.
- 2.5 "Authorized CA Partner" means an entity having a valid, current authorization from Local CA to market and resell the CA Software. Customer may find information regarding authorized CA Partners here: www.ca.com/partners.
- 2.6 "CA Software" means the computer software programs, either provided individually or packaged as a software appliance, made generally available and licensed by CA Europe or its licensors, including all Versions, Releases, provided to Customer as part of Support if applicable.
- 2.7 "Confidential Information" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, CA Software, Documentation, and any benchmark data and results produced.
- 2.8 "Control" means ownership or control of greater than fifty percent (50%) of an entity's shares or control the board of such entity by force of law or contract, or the equivalent.
- 2.9 "Distributed" means the CA Software designated as distributed that is generally used for independent usage across individual systems or hardware based on the License Metric in a decentralized form of computing.
- 2.10 "Documentation" means the documentation, technical product specifications and/or user manuals, published and made generally available with CA Software.
- 2.11 "License Metric" means the specific criteria for measuring the usage of the CA Software (such as MIPS, CPUs, tiers, servers, or users) as defined in the Notification Form.
- 2.12 "Mainframe" means CA Software designated as mainframe that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the License Metric in a centralized form of computing.



- 2.13 “Maintenance” means the provision of new Releases made available while on active Support or new Versions if applicable to the generally available CA Software licensed by Customer.
- 2.14 “Notification Form” means the form issued by CA Europe at the time of Customer purchasing the CA Software. The Notification Form shall specify the CA Software, the Authorized Use Limitation and the Term.
- 2.15 “Parties” or “Party” means individually, and or collectively, CA Europe and/or the Customer as applicable.
- 2.16 “Perpetual License” means a license to use CA Software for an indefinite period subject to compliance with the Software Terms.
- 2.17 “Release” means a general available release of a CA Software which may contain minor new software product functionality, code, or compatibility and incorporates all previous fixes (if any exist) since the last Version. Typically, a Release requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA Europe for a particular product, a Release is tied to the preceding Version and is typically designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.
- 2.18 “Subscription” or “UMF” (Usage and Maintenance Fee) license means a license to use CA Software for a specific period of time which shall include Support unless otherwise specified in the Notification Form.
- 2.19 “Support” means the provision of technical support and Maintenance provided for particular CA Software, as specified in the Notification Form.
- 2.20 “Term” means the period for which Customer is authorized to use the CA Software, as specified in the Notification Form.
- 2.21 “Territory” is the location where Customer is authorized to install the CA Software, as specified in the Notification Form.
- 2.22 “Version” means a release of a CA Software that contains major changes in software product functionality, code, or compatibility and incorporates the previous release (if one has occurred), fixes and service Packs (if they have occurred). Typically, a Version requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA Europe for a particular product, a Version is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

3. ORDERING AND DELIVERY

- 3.1 Customer agrees that its authorization to use any CA Software is based upon, and subject to, the order made on its behalf to Local CA by an Authorized CA Partner and that Customer shall not make use of a CA Software beyond the scope authorized by CA Europe as part of such order, including without limitation, the License Metric. Local CA will make available and CA Europe will license the CA Software to Customer only upon, and in accordance with, Local CA’s acceptance of an order with the Authorized CA Partner.
- 3.2 Where delivery is required, the CA Software will be delivered either by electronic delivery (ESD), or in tangible media carriage paid to (CPT), as defined in INCOTERMS 2010, from CA’s shipping point as indicated in the Authorized CA Partner’s order with Local CA. To the extent that the CA Software is delivered by ESD, the obligation to deliver the CA Software shall be complete upon transmission of such software electronically to Customer. At that time and place, all risk of loss of the copy of the CA Software shall pass to Customer. CA agrees to be responsible for all customs duties and clearances and title to any CA hardware if included will pass upon point of delivery to carrier at CA’s shipping location.



4. CONFIDENTIAL INFORMATION

- 4.1 The Parties agree that when receiving Confidential Information from the disclosing Party, the receiving Party shall hold it in confidence and shall not disclose or use such information except as permitted under the Software Terms. The receiving Party shall treat the disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care, and the receiving Party shall use Confidential Information only for the purposes described in the Software Terms. Confidential Information may be disclosed to receiving Party's employees, agents, financial advisors, contractors and attorneys on a need-to know basis and the receiving Party shall ensure that such persons maintain such Confidential Information pursuant to the Software Terms.
- 4.2 The receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.
- 4.3 For the purposes of the Software Terms, Confidential Information shall exclude: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.
- 4.4 Nothing in the Software Terms will (i) preclude CA Europe or any entity within CA Group of companies from using the ideas, concepts and know-how which are developed in the course of providing any CA Software to Customer or (ii) be deemed to limit CA Europe's or any entity within CA Group of companies' rights to provide similar CA Software to other customers. Customer agrees that CA Europe or any entity within CA group of companies may use any feedback provided by Customer related to any CA Software for any CA business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.
- 4.5 The receiving Party agrees, upon request of the disclosing Party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.
- 4.6 In the event of a breach of this Section 4, the disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the disclosing Party may be entitled to seek the remedies of temporary or permanent injunction, specific performance or any other remedy deemed appropriate by a court of competent jurisdiction. For CA Software (including code) and Documentation, the material terms of these Software Terms, and Customer's and/or CA Europe's Confidential Information expressly designated in writing as perpetually confidential, the obligations contained in this section 4 are perpetual and shall survive termination for any cause whatsoever. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

5. TITLE

- 5.1 CA Europe and / or its licensors (as appropriate) retain all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all CA Software and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Software Terms is exchanged between the Parties.



6. SOFTWARE OFFERING & OBLIGATIONS

- 6.1. CA Europe grants the Customer a limited, non-exclusive, non-transferable license, for the Term to:
- 6.1.1. install and deploy the CA Software in the Territory up to the Authorized Use Limitation, as stated in the Notification Form;
 - 6.1.2. permit its Authorized End Users Access to the CA Software for Customer's and Affiliates' internal business wherever located. Customer hereby expressly agrees that a breach by an Authorized End User of the Software Terms shall be considered to be a breach by and the responsibility of the Customer;
 - 6.1.3. Subject solely to mandatory provisions of applicable law, make a reasonable number of copies of the CA Software for disaster recovery "cold standby", backup and archival purposes. Use of such copies is limited to testing Customer's disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Customer cannot operate the CA Software.
 - 6.1.4. relocate CA Software to a new Customer location within the Territory upon prior written notice.
- 6.2. The specifications and specified operating environment information for the CA Software may be found in the Documentation accompanying the CA Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file).
- 6.3. Upon request by CA Europe, Customer agrees to provide records reasonably requested by CA Europe to verify its compliance with the Authorized Use Limitation during the period in which Customer is licensed to use the CA Software and for a period of twelve (12) months after expiration including certified copies of statements or records as applicable. Such reports will be based on the License Metric for the CA Software ordered for Customer, as specified in the Authorized CA Partner's order with Local CA.
- 6.4. The grant of license is contingent upon Customer's compliance with the following obligations set out under this Section: Customer agrees, that it shall not: (i) access or use any portion of the CA Software not expressly authorized to use or has not paid for; (ii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the CA Software; (iii) modify, unbundle, or create derivative works of the CA Software and/or Documentation; (iv) 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; (v) remove any proprietary notices, labels, or marks on or in any copy of the CA Software or Documentation; (vi) use the CA Software beyond the Authorized Use Limitation. The above provisions do not prejudice any right of the Customer established by virtue of mandatory provisions of applicable law which cannot be contractually waived, disclaimed or excluded.
- 6.5. CA Europe reserves the right, on notice to the Customer, to conduct an audit remotely or onsite of Customer and/or its Affiliates facilities to verify Customer's compliance with the Software Terms. CA Europe agrees that such audit shall be conducted during regular business hours at Customer's offices and CA Europe shall endeavor to conduct such audit so as not to interfere unreasonably with Customer's activities and/or use an independent third party to conduct the audit subject to terms of non-disclosure if required.
- 6.6. If under the applicable law of any EU Member State (or any other State subject to the application of EU treaties or legislation), Customer has the legal right to transfer (the Transfer) to any other entity located within the EU (the Transferee) for use within the EU, CA Software (i) which was originally made available by Local CA pursuant to the Notification Form based on a Perpetual License (and not based on Subscription, UMF or other licensing models) granted by CA Europe and (ii) whose license fees have been entirely paid and fully remunerate the economic value of that CA Software, such Transfer to the Transferee shall be subject to CA Europe's receipt of all the following:
- (i) prior written notice of the Transfer of CA Software, at least 14 (fourteen) business days prior to any such Transfer, giving the minimum details as follows:
 - (a) full legal name and address of the Transferee;



- (b) the location where the CA Software will be installed;
- (c) reference to the Notification Form which details the CA Software to be transferred; and
- (ii) written certification signed by the chief financial officer (or equivalent officer) of Customer that, upon Transfer, all copies of any CA Software made available under the Notification Form have been removed from its systems, are unusable and have been destroyed.

6.7. All rights not specifically granted hereunder are expressly reserved.

7. SUPPORT OFFERING

- 7.1 If Support is purchased by Customer, Local CA will make available Maintenance to Customer for the CA Software to operate according to the Documentation and make available technical support and help desk support to Customer based on Support guidelines as described on <http://www.support.ca.com>.
- 7.2 In order to initiate an issue, Customer will provide Local CA sufficient information so that Local CA can provide assistance to Customer in a timely manner.
- 7.3 Local CA will provide a minimum of twelve months prior written notice to Customer if Local CA ceases to provide new Versions or Releases for a CA Software product.
- 7.4 Local CA will renew Support for the CA Software upon its acceptance of an order with an Authorized CA Partner for such Support.

8. THIRD PARTY TERMS

- 8.1. In the event that the CA Software contains third-party software components, additional terms, notices and/or information that may be applicable to such third-party software components may be found in the Documentation accompanying the CA Software (e.g., a user manual, user guide, or readme.txt or notice.txt file), and/or at <https://support.ca.com/prodinfo/tpterms>.

9. PERFORMANCE WARRANTY

- 9.1 For Distributed Software. CA Europe warrants that the CA Software will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the CA Software to Customer subject to Customer's compliance with the Software Terms.
- 9.2 For Mainframe Software. CA Europe warrants that the Mainframe Software will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term, subject to Customer's compliance with the Software Terms.

10. PERFORMANCE WARRANTY REMEDY

- 10.1. If CA Europe has breached either warranty set forth in the Section entitled: Performance Warranty, Customer's remedy is for CA Europe, in consultation with Customer, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the CA Software(s) with one that materially complies with the Documentation, or (iii) terminate the license and arrange for a pro-rata refund to the Authorized CA Partner of fees received by Local CA during the Term for the CA Software which gave rise to the warranty claim. If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term or if the CA Software is licensed under a Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years.



10.2. Warranty remedies are conditioned upon (i) any error or defect complained of is reasonably reproducible by CA Europe, (ii) the CA Software is not modified and is being used in accordance with the Documentation, and (iii) the breach is not attributable in whole or in part to any non-CA product(s) or service(s).

10.3. To the maximum extent permitted by mandatory provisions of applicable law, the above warranties are the sole warranties provided by CA Europe. No other warranties, including that the CA Software is error free, whether express or implied, including, without limitation, the implied warranties or conditions of merchantability, satisfactory quality, noninfringement, or suitability and/or the warranty of fitness for a particular purpose are made by CA Europe or its suppliers.

10.4. If Customer claims under this warranty section, Customer is not entitled or eligible to seek the same warranty remedies from Local CA.

11. INDEMNIFICATION

11.1. CA Europe will indemnify, defend and/or, at its option, settle any third party claims that Customer's use of the specific CA Software licensed or purchased by Customer under these Software Terms infringes any valid US patent or copyright within the jurisdictions where Customer is authorized to use the CA Software at the time of delivery. CA Europe may, at its option and expense: (i) procure for Customer the right to continue to use the CA Software; (ii) repair, modify or replace the CA Software so that it is no longer infringing; or (iii) arrange for a pro-rated refund to the Authorized CA Partner of fees received by Local CA during the Term for the CA Software which gave rise to the indemnity. The pro-rata refund shall be calculated against the the number of months left remaining on the Term or if the CA Software is licensed under a Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years.

11.2. CA Europe shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the CA Software except a modification by CA Europe or any of the CA group of companies, (ii) if the CA Software is not being used in accordance with CA's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a CA Europe published update or patch, (iv) if the alleged infringement is a result of use of the CA Software in combination with any third party product, or (v) if the applicable fees due for the specific CA Software have not been paid by Customer to its Authorized CA Partner. The indemnifications contained herein shall not apply and CA Europe shall have no liability in relation to any CA Software produced by CA Europe or any of the CA group of companies at the specific direction of Customer. Subject solely to mandatory provisions of applicable law, the foregoing provisions state the entire liability and obligations of CA Europe regarding claims of infringement, and the exclusive remedy available to Customer with respect to any actual or alleged infringement or misappropriation of any intellectual property or other proprietary rights.

11.3. Customer shall indemnify CA Europe against any claim that any data, materials, items or information supplied to CA Europe or any entity within CA group of companies under the Software Terms infringes any US patent, copyright or trademark within the jurisdictions where CA is provided with such information.

11.4. The above indemnities are contingent upon: (i) the indemnified Party providing prompt notice of any claim of infringement and assistance in the defense thereof, (ii) the indemnifying Party's sole right to control the defense (to the maximum extent permitted under the procedural laws applying to the dispute) or settlement of any such claim, provided that the settlement does not require a payment or admission of liability on the part of the other Party, and (iii) the indemnified Party not taking any actions or failing to take actions that hinder the defense or settlement process as reasonably directed by the indemnifying Party.

12. LIMITATION OF LIABILITY

12.1. Neither Party's liability for damages caused by gross negligence or willful misconduct is excluded or limited under this Software Terms..



12.2. Except for breach of title, infringement of CA Europe's or its licensors' intellectual property rights or breach of the obligations of confidentiality, and subject to subsections 12.1, 12.3 and 12.4 of this Section 12, each Party's liability to the other under the Software Terms, for direct damages, loss, refunds, or liability for any cause whatsoever and regardless of the form of action shall be limited to a maximum of fees Customer paid to the Authorized CA Partner for the CA Software stated in the Notification Form for the then current initial or renewal Term for which the Customer has procured the CA Software.

12.3. Each party's liability for damage to tangible personal or real property due to the negligence of that party shall be limited in aggregate to the sum equivalent to Euro 300.000 per event or series of related events.

12.4. Except for infringement of CA Europe's or its licensors' intellectual property rights by Customer, in no event shall either party be liable to the other party or any other party, for any cause whatsoever, including strict, contractual or tortious liability, for any indirect, or unforeseeable loss, damage or expense, nor for any loss of profits, loss of business, loss of opportunity, loss or corruption of data (including the impossibility to access or use such data), however arising, even if advised of the possibility of such loss or damages being incurred.

12.5. Subject to mandatory provisions of applicable law, the remedies provided in these Software Terms are the exclusive remedies of the Parties.

13. TERM & TERMINATION

13.1. These Software Terms shall continue in effect unless otherwise terminated in accordance with this Section.

13.2. These Software Terms may be terminated by either Party (a) pursuant to Article 1454 of the Italian Civil Code, upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to either cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such notice; or (b) upon insolvency of the other Party and/or upon the other Party being declared insolvent or subject to any insolvency proceeding, if permitted by applicable law.

13.3. Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under the applicable law with respect to any breach of these Software Terms.

14. DISPUTE RESOLUTION

14.1. Any dispute, controversy or claim arising out of the Software Terms or the interpretation thereof (a "**Dispute**") shall be resolved as provided in this section. Prior to the initiation of formal dispute resolution procedures, the Parties shall first meet as often, and for such duration and as promptly as the Parties reasonably deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute. If Customer and CA Europe are unable to resolve the Dispute within thirty (30) days after the referral of the Dispute to them, then each Party will appoint one (1) senior executive who is not involved on a day-to-day basis with the subject matter of the Software Terms and will negotiate the matter in good faith in an effort to resolve the Dispute without the necessity of any formal proceedings.

14.2. Formal proceedings for the resolution of a Dispute may not be commenced until the earlier of: (i) the good faith determination by the appointed senior executives that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the appointed senior executives. The provisions of paragraphs (i) and (ii) will not be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue equitable rights or injunctive remedies deemed reasonable necessary to protect its interests.

15. GENERAL TERMS



- 15.1. **Amendments.** These Software Terms may only be amended by mutual written agreement of the Parties.
- 15.2. **Force Majeure.** Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Software Terms, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, natural disaster, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).
- 15.3. **Independent Contractors.** The Parties expressly agree that the relationship between them is that of customer-independent contractor with the express exclusion of any agency or partnership relationship between them.
- 15.4. **Customer Data.** If Customer and/or Affiliates transfers any personal data to CA Europe as a requirement pursuant to any CA Software, then Customer represents that (i) it is duly authorized to provide personal data to CA Europe and it does so lawfully in compliance with relevant legislation, (ii) CA Europe and any entity within the CA group of companies (each a "CA Entity") or its subcontractors can process such data for the purposes of performing its obligations and (iii) CA Europe may disclose such data to any CA Entity and its subcontractors, consultants, business partners and/or assignees for this purpose 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.
- 15.5. **Assignment.** If CA Europe assigns or sells or otherwise transfers its rights to a business or product line or substantially all of its assets and provided such Party agrees to perform the obligations under the Software Terms, then CA Europe may transfer its rights and obligations under the Software Terms upon written notice to Customer. Except as permitted herein, neither Party may transfer, whether by operation of law or otherwise, the Software Terms without prior written consent of the other Party, and consent shall not be unreasonably withheld. Attempts to transfer in contravention of this section shall be deemed null and void. The Software Terms shall be binding on the Parties hereto and their respective successors and assigns.
- 15.6. **Import Export.** Customer acknowledges that the CA Software is subject to control under U.S. law, including the Export Administration Regulations (15 CFR 730-774) and agrees to comply with all applicable import and export laws and regulations. Customer agrees that the CA Software will not be exported, reexported or transferred in violation of U.S. law or used for any purpose connected with chemical, biological or nuclear weapons or missile applications, nor be transferred or resold, if Customer has knowledge or reason to know that the CA Software is intended or likely to be used for such purpose.
- 15.7. **Announcements.** Neither Party may issue press releases relating to these Software Terms without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.
- 15.8. **Notice.** All notices hereunder shall be delivered to the other Party identified in the Notification Form either personally, via certified mail, facsimile or overnight courier. If delivered personally, notice shall be deemed effective when delivered; if delivered via facsimile, notice shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.
- 15.9. **Headings.** The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of the Software Terms.
- 15.10. **Validity.** In the event any term or provision of the Software Terms shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Software Terms.
- 15.11. **Ethical Code, Organizational Model.** Customer acknowledges and accepts that CA has implemented an Organizational Model (Modello Organizzativo) and a Code of Ethics in accordance with Legislative Decree no. 231/2001. CA has made a copy of such documents available to the Customer. Customer undertakes to comply with -and to ensure that its directors, employees, contractors



and subcontractors equally comply with - all laws and regulations, thus including Legislative Decree n. 231/2001, as well as all applicable provisions of CA's Organizational Model and of the Code of Ethics in all dealings regulated by the Software Terms. Failure to comply with these commitments constitutes a serious breach of contract and shall entitle CA to terminate the Software Terms with immediate effect, pursuant to section 1456 of the Italian Civil Code, without prejudice to any damage compensation.

15.12. **Choice of Law.** The laws of Italy shall govern the construction and enforceability of the Software Terms. The Parties agree that any action arising under or relating to the Software Terms shall lie within the exclusive jurisdiction of and competence of the Courts of Milan, Italy. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Software Terms.

15.13. **Survival.** Sections pertaining to Confidentiality, Title, Limitation of Liability, Termination, Import Export and any other section specifically stated to survive termination of this Software Terms shall survive termination of these Software Terms.

15.14. **Entire Software Terms.** The Software Terms and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Software Terms.