



## MASTER AGREEMENT

### MISSION STATEMENT

The purpose of this document is to outline the legal rights and obligations of you, the customer (“you”), CA Europe Sàrl, located at Building A, Lake Geneva Centre, Route de la Longeraie 9, 1110 Morges, Switzerland (“CA Europe”) and CA Software B.V. , with registered office at Orteliuslaan 1000, 5<sup>th</sup> floor, 3528 BD, Utrecht, the Netherlands (“Local CA”), 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 we will interact and conduct business together on a daily basis, in plain language. We have 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”) as provided or made available by Local CA through a CA Order Form (“Order Form”) or Statement of Work (“SOW”). CA Europe is the licensor of the Software and the entity providing maintenance and granting the right to use the SaaS made available by Local CA. Local CA is the entity providing Support, the Services and the Hardware. The Software, Hardware, SaaS, Support and Services shall be collectively known as “CA Offerings” and the Order Forms and SOWs may be collectively referred to as “Transaction Documents”. CA Europe and Local CA are agreeing separately to perform their respective obligations as each is described above and, depending on the applicable CA Offering, you are contracting separately with CA Europe and Local CA, respectively, for the performance of the different obligations listed above. You have separate rights, obligations and remedies with CA Europe and CA Local, according to which CA Offering you procure, and you will need to pursue them separately.

This Master Agreement, any Transaction Documents, and referenced links, documents and exhibits make up the entire Agreement between you, Local CA and/or CA Europe (as applicable) 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, as provided or made available by Local CA, 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 CA Europe or Local CA (as applicable), 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. You acknowledge that the CA Offering(s) or Work Product is subject to control under European and U.S. law, including the Export Administration Regulations and agree to comply with all applicable import and export laws and regulations. You agree that the CA Offering(s) 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 you have knowledge or reason to know that the CA Offering(s) is intended or likely to be used for such purpose. Any right that is not granted to you under this Master Agreement or a Transaction Document is reserved to CA.

Local CA will also make trials or betas available to you, as provided by CA Europe, 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 by CA Europe “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**

We understand that the technology you use to run your business is important, and CA Europe or Local CA (as applicable) 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 Europe warrants to you that the Software will operate in material compliance with the Software Documentation for ninety (90) days. In the event that the Software comes with hardware or software from one of our trusted partners, Local CA or CA Europe, respectively, will pass through to you any applicable accompanying license terms or warranties.
- SaaS. CA Europe 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 Europe responding to security concerns or events outside of CA Europe’s reasonable control, are not included in the calculation of the SLA.
- Services. Local CA employs high quality Services professionals, and when you purchase Services, Local 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 Europe or Local CA, as applicable, stores or processes Your Data (e.g. SaaS), CA Europe or Local CA, as applicable, 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 Europe or Local CA, as applicable. 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 Europe such sensitive information unless CA Europe is made aware and expressly agrees to follow such standards in the SaaS Listing. CA Europe and/or Local CA, as applicable, 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 Europe or Local CA, as applicable, within sixty (60) days of any termination or expiration of the applicable Transaction Document. 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 required for any CA Offering you acknowledge that CA Europe or Local CA, as applicable, relies on you to ensure that you are authorized to provide this information lawfully and in compliance with relevant legislation. CA Europe or Local CA, as applicable, and its affiliates and subcontractors will only process personal data to perform its obligations. CA Europe or Local CA, as applicable, will not transfer such personal data except lawfully, in compliance with

relevant legislation. CA Europe or Local CA, as applicable, will not transfer such personal data, the processing of which is subject to the laws of a Member State of the European Economic Area (EEA) or Switzerland, except (a) between Member States of the EEA and/or Switzerland; or (b) on your written instructions or with your written consent; or (c) to any country or territory which is at the time subject to a current finding of adequacy by the European Commission under Article 25(6) of the EU Data Protection Directive or applicable law in the applicable EEA country (or equivalent provision in any subsequent replacement law or regulation) [http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index\\_en.htm](http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm); or (d) to any country or territory that is not subject to such a current finding of adequacy but (i) there is an alternative lawful method of transfer available and CA Europe or Local CA, as applicable, has that method in place or (ii) it has executed model contract clauses for such transfers (which can be made available to you on request) or (iii) you and CA Europe or Local CA, as applicable, execute a data processing agreement with attached model contract clauses in the form set out at <https://www.ca.com/us/legal/privacy/data-transfers.html>. In order to better understand and meet its customers' needs, CA Europe or Local 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 Europe customers.

CA Europe, or its licensors, 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, CA Europe or Local CA (as applicable) 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, CA Europe or Local CA, as applicable, would protect its own. In any event, the standard of care of such information will not be less than reasonable. You, CA Europe or Local CA, as applicable, 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, as applicable, CA Europe or Local CA's obligation for the Software or Services at issue, shall be for, as applicable, CA Europe and/or Local 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 Europe fails to perform SaaS 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 Europe and/or Local CA, as applicable, can reproduce the error.

Given the nature of technology, CA Europe and/or Local CA, as applicable, does not represent or warrant 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 OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY OR FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA EUROPE AND/OR LOCAL CA (AS APPLICABLE). WHILE LOCAL CA WILL PASS THROUGH TO YOU ALL HARDWARE WARRANTIES, LOCAL CA ITSELF MAKES NO WARRANTIES HEREUNDER WITH RESPECT TO ANY HARDWARE EQUIPMENT WHICH LOCAL CA MAY SUPPLY.

If you are notified that the CA Offering as used per the Documentation infringes any valid patent, copyright or trademark within the jurisdiction where you are authorized to use the CA Offering, you agree to notify CA Europe or Local CA, as applicable, immediately. CA's Intellectual Property rights are very important to us and CA Europe or Local CA, as applicable, will defend and indemnify you provided CA Europe or Local CA, as applicable, has the ability to strategize, defend or settle any third party claims, at CA Europe or Local CA's option, as applicable. Depending on how CA Europe or Local CA, as applicable, is able to resolve the matter, CA Europe or Local CA, as applicable, 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 EUROPE OR LOCAL CA, AS APPLICABLE, 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 Europe has verified that a security breach has or is likely to cause harm and CA Europe has verified that Your Data has been or is likely to have been compromised, CA Europe 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 Europe is not prevented by law or regulation from providing the report. If the event results in the loss of Your Data, CA Europe will restore it from the last archive point.

We expect that each party will act within the bounds of this Agreement. When any party breaches its respective obligations under the Agreement, the expectation is that the affected party will contact 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, THE PARTIES AGREE THAT THE BREACHING PARTY SHALL ONLY BE LIABLE FOR DIRECT DAMAGES – BEING DAMAGES INCURRED BY A PARTY RESULTING FROM AN ATTRIBUTABLE DEFAULT OF THE OTHER PARTY THAT FLOW DIRECTLY FROM SUCH DEFAULT AND WHICH ARE REASONABLY FORESEEABLE AT THE TIME OF THE CONCLUSION OF THE AGREEMENT AND WHICH CAN TYPICALLY ARISE IN CONNECTION WITH THE AGREEMENT. CONSEQUENTIAL, INDIRECT DAMAGES, OR LOSS OF PROFITS BUSINESS, LOSS OF DATA, OR REPUTATIONAL DAMAGES SHALL NEVER APPLY. The parties agree that each parties liability shall be limited to (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 prior to the breach date. The parties' liability shall, regardless of the reason for the liability, be unlimited in cases of breach of confidentiality, gross negligence, intent or wilful misconduct (*grove schuld, opzet, of bewuste roekeloosheid*), or death or bodily injury caused by the negligence of the other party.

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, CA Europe or Local CA, as applicable, agree to apply and interpret the Agreement and agree that any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) will be governed by the laws of the Netherlands (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 courts of Amsterdam, the Netherlands . If there is a conflict between any terms and conditions, the most recently executed document will control. You agree that this contract creates separate customer-independent contractor relationships between you CA Europe or Local CA, as applicable. 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.