

# CA Advantage Partner Program Terms and Conditions

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## Partner Portal Registration and Use

To participate in the CA Advantage Partner Program (the "Program") and access the full benefits of the Partner Portal (the "Portal"), partners must complete the registration and profile form accessible from the Portal homepage at <http://partnerportal.ca.com> that matches its partner type or category. CA will consider registrations from partners who have a current CA Partner Foundation Agreement and associated Modules (or comparable approved CA Partner Agreement, or agreement with a CA approved distributor, and are in good standing with CA. By completing the registration, individuals certify that they are duly authorized by partner to act on its behalf and have reached the age of majority in the country, state or province of such person's residence. Partner, and each individual registering on behalf of or as part of partner, must provide true, accurate and complete information about themselves as prompted by the registration form ("**Registration Data**"), and must maintain and promptly update the Registration Data to keep it true, accurate, current and complete at all times. CA may suspend, deactivate or limit a partner's access and use of the Portal if partner has failed to maintain accurate and complete Registration Data or if we have reasonable grounds to suspect that the Registration Data is untrue. Partner agrees that it and all of its authorized users shall keep confidential all IDs and/or passwords provided for its access and use of the Program, the Portal and/or any Program Element, prohibiting access to the same by non-authorized third parties.

Partner hereby acknowledges and agrees that CA may communicate to partner via the Portal, including without limitation, providing important information and notices regarding the status of or changes to the Program, Program Elements, CA pricing, the general availability of CA products, support and services. By partner's access and use of the Portal, partner further consents to be the recipient of, and authorizes CA to send to it, electronic communications through the Portal and related functionality.

As a CA partner, you agree to receive business communications from the Program. If you have previously opted-out of receiving such communications, the opt-out was reversed as of April 1, 2016. To foster strong business relationships and ensure partners have real-time information regarding CA products and activities, new partners may not opt out of email communications from CA. However, if your representative wishes to opt out, they may do so by replacing their details with contact details for the replacement partner representative. If a partner chooses to opt-out of communications, CA may request a formal escalation. Partner shall be responsible for keeping itself up-to-date on the current Program enhancements, product and solution updates, CA World announcements, other regional event announcements, special promotions and marketing initiatives and materials.

## A. Use of CA System

Use of the Portal and any CA email, Internet, instant messaging, social media and networking, blogs and/or any electronic communications or media capabilities delivered by or through CA networks and systems (collectively referred to as "**CA Systems**") is subject to these Terms and Conditions and other applicable CA policies, rules and guidelines. Partners may use the CA Systems, as determined by CA in its sole and exclusive discretion, only for legitimate business purposes in support of their partnership with CA.

Partners acknowledge and agree that when they sign onto CA Systems and click the **accept** button, they consent to CA review, screening and monitoring of their use of the CA Systems.

CA uses automated monitoring tools such as anti-virus software and spam filters to maintain the technical integrity of CA Systems. CA may monitor partner's use of CA Systems when (i) there is reasonable suspicion that a person is violating applicable CA policies, (ii) required by law, or (iii) necessary and appropriate for the protection of the safety, security, property, or other legitimate interests of CA, its partner community, the Portal and/or any customer. CA may freeze accounts or files to maintain the integrity of certain data and any CA System. CA will not use personal data accessed through monitoring for any purposes other than those described herein unless required to do so by law.

In some circumstances, government agencies or other third parties may have a legal right of access to CA records or information, including information stored in CA Systems. All persons should be aware that such government agencies or third

parties may lawfully obtain, with or without the persons' knowledge or consent, any electronic information or communications in CA Systems.

Partners must use common sense and the highest ethical standards when using CA Systems. Any use of CA Systems for the following purposes is prohibited and may be grounds for disciplinary or legal action, including termination of partner from the Program:

1. Creating, sending, forwarding, storing, copying, or displaying any email, instant message, Internet content, or other electronic communication:
  - a. containing sexually explicit language or images, expletives, pornographic images or language, or obscene language or images;
  - b. that can be viewed as offensive or harassing towards any employee, customer, vendor, client, or any other person based upon characteristics such as sex, race, color, age, marital status, religion, ancestry, national origin, pregnancy status, citizenship status, disability, sexual orientation, or veteran status;
  - c. to any employee, customer, vendor, client, or any other person that could be viewed as unprofessional or harassing under the CA Policy on Professional Conduct and Prohibition of Harassment;
  - d. that threatens any employee, vendor, client, or customer;
  - e. that contains CA software products, proprietary source code, or CA confidential information or data unless authorized specifically by CA;
  - f. that could undermine the security and proper operation of the CA Systems;
  - g. that is fraudulent, defamatory, intimidating, or otherwise unlawful or inappropriate;
  - h. that contains any language or remarks that disparage, defame, or libel any employee, vendor, client, customer, competitor or other person.
2. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to laws prohibiting the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by CA.
3. Unauthorized copying of copyrighted material including, but not limited to, copyrighted photographs, books, music, Internet content, software, articles or other reference materials for which CA or partner does not have an active license.
4. Unauthorized destruction of any records which CA has published or communicated are subject to primary record retention periods or legal hold notices.
5. Creation of, or linking from the Portal to, any blogs, websites or social media presence unauthorized by CA. Partner agrees to indemnify, defend and hold CA and its suppliers harmless from any and all damages, liabilities, costs and expenses incurred by CA as a result of any claim, judgment or adjudication of any third party arising out of the use or distribution of files, information, communication or other content that partner submits to or through the Portal. In the event that CA receives notice of such a claim, CA will promptly notify partner in writing of any such claim or action.

## **B. CA Legal Notices**

Use of the Portal is at all times subject to the then current terms of the CA Legal Notice, <http://www.ca.com/us/legal.aspx>.

## **Changes and Termination**

CA may alter or amend these Terms and Conditions, the Program and/or Program Elements by providing notice thereof, including without limitation, by posting such notice of the amended terms at the Portal. CA may immediately terminate

partner's use of the Portal and any other Program Element should partner's conduct breach any of the requirements of these Terms and Conditions or the CA Legal Notice.

## **Intellectual Property**

CA and its licensors retain all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all Program Elements, CA confidential information and/or materials relating to CA software, services and education provided by or made available through the Portal and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property, nor any portion thereof or associated goodwill, not expressly granted under a CA Partner Foundation Agreement and associated Modules (or comparable approved CA Partner Agreement) or the Program Guide is granted to partner and neither these Terms and Conditions, the availability of the Program, nor partner's access to the Portal shall be construed to grant partner any right or license, whether by implication, estoppel or otherwise, except as expressly provided herein.

## **Feedback**

Unless expressly provided otherwise by CA, all product suggestions, comments, feedback, information, software, files or materials submitted by partner to CA through or in association with the Program or Portal shall be considered non-confidential. By submitting such contributions to CA, partner agrees to a no-charge assignment to CA of all worldwide rights, title and interest in copyrights and other intellectual property rights to such contributions. CA shall be free to use, copy and/or distribute such contributions on an unrestricted basis without accounting to any submitting party.

## **Warranty Disclaimer**

TO THE MAXIMUM EXTENT ALLOWED BY LAW, CA PROVIDES THE PROGRAM, PROGRAM ELEMENTS, PROGRAM GUIDE, PORTAL AND RELATED INFORMATION, MATERIAL AND SERVICES TO PARTNER "AS IS" WITH ALL FAULTS AND ERRORS THEREIN AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURATENESS, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CA DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS RELATING TO THE PROGRAM, PROGRAM ELEMENTS, PROGRAM GUIDE, PORTAL AND RELATED INFORMATION, MATERIAL AND SERVICES.

## **Limitation of Liability**

To the maximum extent allowed by law, neither CA nor its suppliers will be liable for any direct, indirect, incidental, consequential, special or punitive damages including, without limitation, lost profits or lost opportunity, however caused, arising out of partner's participation in the Program or its use of, or reliance on, the Portal or any Program Element, even if CA has been advised of the possibility of such damages. If partner is dissatisfied with the Program or any Program Element, partner's sole and exclusive remedy is to discontinue its participation in or use of the Program and/or Program Element.

## **Governing Law**

The choice of law jurisdiction provisions of the CA Partner Foundation Agreement and associated Modules (or comparable approved CA partner agreement) between CA and partner shall govern these Terms and Conditions, partner's participation in the Program and use of the Program Elements. In the absence of a current partner agreement between the parties, these Terms and Conditions, and partner's participation in the Program and use of the Program Elements, shall be governed by the laws of the State of New York, without regard to conflict of laws rules, and partner consents to the jurisdiction and venue of the state and federal courts of the State of New York for such purposes. CA will consider any claim or dispute regarding the application and/or interpretation of these Terms and Conditions, the Program Guide, or any Program Elements in good faith, but CA's determination in any such case is final. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions.

## Digital Millennium Copyright Act of 1998

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If partner believes in good faith that materials hosted by CA on the Portal infringe its copyright (for example, materials posted by CA), partner (or partner's agent) may send CA a notice requesting that the material be removed or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Portal is covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow CA to locate the material on the Portal; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If partner believes in good faith that a notice of copyright infringement has been wrongly filed by CA against partner, the DMCA permits partner to send CA a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov> for details. Notices and counter-notices with respect to the Portal should be sent to the CA Copyright Agent for Notice of claims of copyright infringement at:

CA, Inc.  
5001 Plaza on the Lake  
Suite 200  
Austin, TX 78746  
Attn: Justin Dillon, Vice President and Assistant General Counsel Intellectual Property Law  
By Telephone: (631) 342-6000  
By Email: [dmca.agent@ca.com](mailto:dmca.agent@ca.com)

The CA Copyright Agent for notice of claims of copyright infringement should be contacted only for the purposes set forth in this section. ALL OTHER INQUIRIES DIRECTED TO OUR COPYRIGHT AGENT WILL NOT BE ANSWERED.