

CA UNIFIED INFRASTRUCTURE MANAGEMENT SNAP END USER LICENSE AGREEMENT

By clicking submit and using the CA Unified Infrastructure Management Snap software and/or application(s), including any updates, upgrades, or accompanying documentation (together the “Snap Software”) you and your company (collectively “you” and “your”) are entering into a binding contract with CA, Inc. (“CA”). Your agreement with CA includes this End User License Agreement (“EULA”) and the Snap Privacy Policy (collectively, the “Agreement”). In the event a mobile application is made available for use with the Snap Software, additional mobile terms may apply with respect to your use of such mobile software.

1. Consideration

In consideration of the rights granted to you under these terms, you agree to keep the Snap Software connected to the Internet at all times and you grant CA the right (a) to allow the Snap Software to use the processor, bandwidth, and storage hardware on your systems in order to facilitate the operation of the Snap Software; (b) to provide and display banner advertisements and other information on the Snap Software to you; and (c) receive reports generated by the Snap Software regarding your use of the Snap Software. You acknowledge that CA will receive detailed reports on a periodic basis from the Snap Software and that this is a requirement and condition of using the Snap Software. The reports may include items such as how frequently you log in, the number of devices you are monitoring, and the amount of storage you are using (the “Snap Reports”).

In order to use the Snap Software, you need to (a) have the power and authority to enter into a binding contract with CA; (b) not be barred from doing so under any applicable laws; and (c) only use the Snap Software in the country to which it was downloaded. You also represent that any registration information you submit or have submitted to CA is true, accurate and complete, and you agree to keep it that way at all times.

2. Software

License. Subject to the terms of the Agreement, CA grants to you a non-exclusive, revocable, non-transferable license to make use of the Snap Software. You may not sub-license the Snap Software. The license granted allows you to use the Snap Software solely for your internal business purposes up to the Authorized Use Limitation (as defined below), in accordance with the technical manuals and specifications made available to you by CA (“Documentation”) and terms of the Agreement. This license shall remain in effect indefinitely, unless terminated by you or CA.

Restrictions. You must not directly or indirectly (a) modify, unbundle, or create derivative works of the Snap Software and/or Documentation; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the code used in the Snap Software except solely to the extent permitted under applicable law without the possibility of contractual waiver; (c) provide, lease or lend the Snap Software to any third party; (d) remove any proprietary notices or labels displayed on the Snap Software; (e) use the Snap Software for any unlawful purpose; (f) use the Snap Software for any purpose other than its intended purpose for your internal use, including but not

limited to, the creation of a conversion or migration tool or benchmarking; (g) transfer the Snap Software after its installation; (h) use the Snap Software in any way that conflicts with the laws of the jurisdiction in which the Snap Software is located; or (i) reproduce the Snap Software except as expressly permitted hereunder.

Ownership. CA, or its licensors, owns all rights, including intellectual property in the Snap Software and all derivatives thereof and modifications thereto. No transfer of ownership will occur under the Agreement. All rights not expressly granted to you are reserved by CA.

Feedback. You may submit comments, information, questions, data, ideas, descriptions of processes, or other information to CA (“Feedback”). For any and all Feedback, you grant to CA a non-exclusive, worldwide, perpetual, irrevocable license to use, exploit, reproduce, incorporate, distribute, disclose, and sublicense any Feedback in its products and CA software. You represent that you hold all intellectual and proprietary rights necessary to grant to CA such license, and that the Feedback will not violate the personal proprietary or intellectual property rights of any third party.

3. User Responsibilities

Internet Connection. You agree to keep the Snap Software connected to the internet as specified in the Documentation at all times during your use of the Snap Software. You agree that you will not directly or indirectly block or circumvent the Snap Reports or the display of advertisements. Failure to comply with this requirement will be a violation hereunder and may initiate termination of this Agreement by CA and the Snap Software may be disabled.

Authorized Use Limitations. You acknowledge that 30 Devices is the maximum number of Devices you may monitor (“Authorized Use Limitation”), and that monitoring more than 30 Devices could result in disablement of the Snap Software. A “Device” is a physical hardware or virtual system that supports the IP protocol for communications and is recognized by the Snap Software as a single manageable system. Such Devices may be physical, virtual or an individually manageable component of a larger system. Examples of Devices that may be recognized by the Snap Software include but are not limited to: computer servers, computer clients, virtual machines, hypervisors, hypervisor management servers, blade servers, converged infrastructure devices, routers, switches, virtual switches, access points, firewalls, load balancers, wireless access points, vpn concentrators, network appliances, virtual network device instances, storage devices, storage appliances, point of sale systems, printers, phone switches, telecommunications equipment, UPS, power devices, industrial control systems and other systems supporting IP communications discovered by the Snap Software.

You further acknowledge that Snap Software provides for a maximum of 10 gigabytes of storage (“Storage Capacity”), and that the software may make automatic adjustments to monitoring parameters to avoid exceeding the Storage Capacity and to avoid loss of monitoring visibility.

Data Retention Period. The Snap Software has a setting to specify the period of time that data will be retained (the “Data Retention Period”), with a default of 6 months. The Snap Software will automatically and proactively shorten this Data Retention Period if the Storage Capacity threshold will be exceeded. Reduction in the data retention period will result in the immediate purge of data

older than the new retention period. You acknowledge that CA has no obligation to retain your data or provide you access to it. In the event any of your data is lost or unavailable to you, you acknowledge and agree that CA has no liability or responsibility to you to restore this data.

Updates & Upgrades. You acknowledge and agree that continued use of the Snap Software requires you to remain current on the latest version of the Snap Software made available to you. Failure to download the most recent version of the Snap Software within the time frame CA provides may initiate termination by CA and the Snap Software will be disabled.

4. Features & Support

CA reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Snap Software, with or without notice. You acknowledge and agree that CA has no liability to you for any interruption, modification or discontinuation of the Snap Software or any function or feature thereof. You understand and agree that CA has no obligation to maintain, support, upgrade or update the Snap Software, or to provide any specific content through the Snap Software. Further, you acknowledge that the Snap Software comes with no support or maintenance from CA and that you are not entitled to receive any support or maintenance for the Snap Software. Community Support for the Snap Software may be found at the Snap Central Community Site. Any use or interaction with the Snap Central Community Site is governed by the terms and conditions of the Snap Central Community Site. There is no right of access to the Snap Central Community Site granted in these terms and CA may, in its sole discretion, cease to continue operating the Snap Central Community Site at any time and without notice.

5. Confidentiality

You agree to keep all materials and information that are marked “confidential”, or could reasonably be considered confidential, in strict confidence. You agree that in addition to any other remedies available at law or under the terms, CA will be entitled to seek injunctive relief for any threatened or actual unauthorized disclosure by you.

6. Term & Termination

These terms shall apply when you install the Snap Software. CA retains the right to terminate the license and, at its option, disable the Snap Software at any time (either locally by the Snap Software or remotely by CA), for any reason. CA may notify you in the event of termination or suspension if reasonable or possible to do so. If you or CA terminates the Agreement, or if CA disables the Snap Software for any reason, you agree that CA shall have no liability or responsibility to you. In the event of termination all rights granted to you hereunder shall immediately terminate and you must uninstall and destroy the Software and all CA confidential information in your possession and, upon CA’s written request, certify the same in writing to CA.

If you are currently using the Snap Software, but no longer wish to, or you no longer agree to these terms you must discontinue using the Snap Software and uninstall the Snap Software.

Survival of Terms. The following sections will survive and remain in effect after termination of the Agreement: (2) Software – Restrictions, Ownership and Feedback subsections, (5) Confidentiality, (6) Term & Termination, (7) Warranty Disclaimer, (8) Limitation of Liability, (9) General Provisions.

7. Warranty Disclaimer

THE SOFTWARE, AND ALL OTHER MATERIALS OR SERVICES PROVIDED OR MADE AVAILABLE BY CA HEREUNDER ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY NATURE. CA DOES NOT WARRANT THAT THE SNAP SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE USE OF THE SNAP SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU AGREE THAT CA MAKES NO WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE OR OTHER MATERIALS.

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In addition, CA does not warrant, endorse, guarantee or assume any responsibility for any third party advertisements offered through the Snap Software (such as hyperlinked websites, or content featured in any banner or other form of advertising). You understand and agree that CA is not responsible or liable in connection with any transaction between you and a third party that advertised through the Snap Software.'

8. Limitation of Liability

IN NO EVENT WILL CA OR ITS AFFILIATES BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY DAMAGES, LOSS OR LIABILITY, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSS OR LIABILITY, TIME, MONEY OR GOODWILL WHICH MAY ARISE DIRECTLY OR INDIRECTLY HEREUNDER OR FROM OR RELATED TO YOUR USE OF THE SNAP SOFTWARE, WHETHER IN CONTRACT, TORT, FOR BREACH OF STATUTORY DUTY OR OTHERWISE TO THE EXTENT PERMITTED BY LAW. IN THE EVENT SUCH WAIVER OF DIRECT DAMAGES IS VOID UNDER APPLICABLE LAW, CA’S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED US \$5,000. NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY WHERE IT IS PREVENTED FROM DOING SO BY APPLICABLE LAWS.

9. General Provisions

Assignment. The Agreement and the license to the Snap Software granted hereunder may not be assigned by you without the prior, express written consent of CA.

Export Requirements. You acknowledge that the Snap Software 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 Snap Software will not be exported, re-exported 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 Snap Software is intended or likely to be used for such purpose.

Governing Law; Venue. The validity, construction and interpretation of the Agreement will be governed by the internal laws of the State of New York, excluding its conflict of law provisions. You consent to the exclusive jurisdiction and venue of the federal and state courts located in Suffolk County, New York for any action arising hereunder.

Miscellaneous. If any of the terms in the Agreement are held to be contrary to law, the remaining terms will remain in full force and effect. No delay or omission by either party to exercise any right or power it has will be construed as a waiver of such right or power. All waivers must be in writing and signed by the party waiving its rights. CA may perform an audit regarding your use of the Snap Software not more than once per calendar year and during regular working hours. Third party software contained in the Snap Software shall be subject to the terms, conditions and notices governing its use that are found in the Documentation accompanying the Snap Software, and/or at <https://support.ca.com/prodinfo/tpterms> and/or presented to, and accepted by, you during the installation of the Snap Software. You shall not settle any third party claims arising from CA's intellectual property without CA's prior written consent. The terms and the documents referred to herein constitute the entire agreement between CA and you with respect to the subject matter hereof. The Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such subject matter. No modification of the Agreement will be effective unless contained in writing and signed by an authorized representative of each party.

CA Unified Infrastructure Management Snap Privacy Policy Addendum

The terms and conditions found in this addendum apply to your use of CA Unified Infrastructure Management Snap (the "Snap Software") and are meant to act as a supplement to the information provided in the [CA Privacy Policy](#) and are hereby incorporated by reference ("Snap Privacy Policy"). If you do not agree to all of the terms of the Snap Privacy Policy please do not use and/or install the Snap Software.

What information does Snap Software gather?

We will gather information regarding your use of the Snap Software in a report format that is automatically sent to us by the Snap Software on a periodic basis. The reports include non-personally identifiable information such as number of logins, the number of devices being monitored, configuration changes, retention period and the amount of storage you are using ("Snap Report").

When you use the Snap Software, you will see that we display advertisements to you; we will gather information about how you interact with the advertisements.*

How do we use the information Snap Software gathers?

The information gathered from the Snap Report is used to ensure your compliance with our EULA and for internal marketing and development purposes. We may use this information to reach out to you or send you information about our products. A representative from our sales organization may call you on the phone number you provided when you registered based on information we receive in the Snap Report.

The information we gather from your interaction with advertisements is used for internal marketing purposes and to determine what products or services you may be interested in or may appeal to you when we market to you.

Will we share this information with third parties?

We may share general information such as statistics with third parties, but never information with personally identifiable information unless we have your explicit consent to do so. If you were directed to the Snap Software by a CA partner we may share the information gathered in the Snap Report with that particular partner.

Snap Software may display advertisements to you that contain third party links, we are not responsible for the content and/or privacy practices of such links.

***Cookies**

We use Cookies to track your interaction with the advertisements. More information regarding our Cookies can be found on the CA Privacy Policy page. These Cookies will tell us what advertisements you click on and which you may choose to hide. If you click on a CA advertisement displayed to you through the SNAP Software, we may use Cookies to gather information about the site you visited, what you looked at, and how long you spent visiting the site.