

CA, INC.
NORTH AMERICA PURCHASE ORDER TERMS AND CONDITIONS

These Terms and Conditions ("Terms and Conditions") shall govern all transactions between CA, Inc. ("CA") and you ("Supplier"), subject to any terms and conditions appearing on the face of the purchase order ("Purchase Order") issued by an authorized representative of CA. By performing under this Purchase Order, Supplier agrees to be bound by the Terms and Conditions set forth below.

1. Acceptance

Acceptance of CA's Purchase Order is limited to the terms contained in the Purchase Order as supplemented by these Terms and Conditions. Additional terms on Supplier's form are hereby objected to and rejected and shall be deemed null and void, unless expressly agreed to in writing by authorized representatives of CA and Supplier. Performance by Supplier shall constitute acceptance of CA's Purchase Order, including all Terms and Conditions contained herein.

2. Products and Services

A) Prices: The products and/or services to be provided (collectively the "Products and/or Services") and prices for such Products and/or Services are set forth in the Purchase Order.

B) Price Warranty: Supplier warrants that the prices for the Products and/or Services sold hereunder are no less favorable than those currently extended to any other customer purchasing the same or similar Products and/or Services in similar quantities and/or conditions. In the event Supplier reduces its prices for the Products and/or Services prior to accepting CA's Purchase Order or during the term of performance of any Purchase Order, Supplier agrees to reduce the prices hereof accordingly. Supplier warrants that the prices shown in the Purchase Order shall be complete and no additional charges shall be added without CA's express written consent.

C) Price Protection: If a decrease in the price for any Products and/or Services becomes effective after Supplier accepts a Purchase Order for the Products and/or Services, but before Supplier has shipped or delivered the Products and/or Services, the price CA will pay will be the price in effect when the Supplier ships or delivers the Product and/or renders the Services to CA. In the event of a price decrease, Supplier will grant to CA a credit with respect to Products in CA's inventory and/or Services commenced for CA. The price protection credit will be equal to the difference between the price originally paid by CA and the new adjusted price of the Products and/or Services less any previously issued credits. If an increase in the price for any Products and/or Services becomes effective after Supplier accepts a Purchase Order for the Products and/or Services, but before Supplier has shipped the Products and/or Services commenced, the price CA will pay is the price in effect when the Supplier accepted the Purchase Order from CA.

D) Changes: CA shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery, and method of transportation. If any such changes cause an increase or decrease in the cost of the item required for the Products and/or Services, an equitable adjustment shall be made and the Purchase Order shall be modified in writing accordingly; provided, however, that Supplier shall not be allowed any adjustment based on its loss of anticipated profits. Supplier agrees to accept any changes subject to this paragraph. Changes shall not be binding upon CA except when confirmed in writing by an authorized representative of CA's Procurement Department.

E) Cancellation: CA may cancel any Product to be delivered under any Purchase Order without becoming subject to any cancellation fee or other liability, at any time prior to shipment or delivery by Supplier by providing Supplier with notice of such cancellation electronically or by mail.

F) "Deliverables" means all work product and delivered items, including but not limited to, reports, manuals, guides, and instructions provided by the Supplier in the provision of the Products and/or Services as set forth in the Purchase Order.

3. Delivery

Time is of the essence. Supplier agrees to deliver the Products and/or Services on the date(s) set forth in the Purchase Order. Standard shipment is two-day surface rates. CA may request expedited delivery. Delivery shall be FOB (Free On Board) shipping point to CA's facility, or other destination designated by CA. Title and risk of loss shall pass to CA upon delivery to CA's facility, or other destination designated by CA, or upon final acceptance by CA, whichever is later. CA reserves the right to refuse shipments made before or after the date set forth in the Purchase Order. If the delivery of the Products and/or Services is not completed on time, CA reserves the right, in addition to its other rights and remedies, and without liability, to terminate the Purchase Order as to items not yet shipped or services not yet rendered and to purchase substitute Products and/or Services elsewhere at the expense of Supplier or to direct Supplier to ship by the most expeditious means available at Supplier's risk and expense. Acceptance of Products and/or Services not in conformance with the Terms and Conditions contained herein shall not be deemed a waiver of CA's right to hold Supplier liable for any loss or damage to CA or modify Supplier's obligation to make future deliveries in conformance with the terms herein. Shipments which do not conform with these Terms and Conditions may be returned to Supplier and Supplier shall reimburse CA for all handling and transportation costs incurred in connection therewith. Supplier shall bear all costs of shipping, transportation and packing unless otherwise agreed to in writing by an authorized representative

of CA.

4. Inspection and Acceptance

Products and/or Services shall conform with the descriptions and specifications contained in the Purchase Order and any applicable appendix thereto. Acceptance by CA will occur (i) for Products and/or Services installed by Supplier, upon completion to the satisfaction of CA of any acceptance tests or programs described in the Purchase Order or attachments thereto, as evidenced by any acceptance certificate signed by CA; or (ii) for Products and/or Services not installed by the Supplier, on the thirtieth (30th) day following receipt of the Products and/or Services by CA, unless Supplier is notified in writing within this period that, in CA's sole judgment, the Products and/or Services do not conform to Supplier's specifications, in which event CA may, if applicable, return the Products to Supplier, freight collect, and be refunded all advance payment made therefore.

5. Packaging and Shipping Requirements

Supplier shall comply with CA's packaging, routing and shipping instructions. If such instructions are not attached hereto or have not been previously received, Supplier shall promptly request instructions from CA.

6. Payment Terms/Invoicing/Travel and Expenses

A) CA shall pay the prices as specified in the Purchase Order and, unless otherwise expressly set forth therein, CA shall have no obligation with respect to reimbursement of any expenses or costs of any nature whatsoever incurred by Supplier in the performance of, or in any way relating to, the Products and/or Services. The prices agreed upon in the Purchase Order and any budget to be submitted by Supplier to CA include all expenses related to the Products and/or Services, including materials, tools, equipment, labor, as well as all taxes applicable by virtue of the provision of the Products and/or performance of the Services. Supplier must enroll with CA's electronic invoicing provider and Supplier shall be responsible for any fees associated with such enrollment. All invoices must be submitted electronically by Supplier directly through the web-based invoicing network. Questions related to invoicing and payment can be directed to CA's Accounts Payable department at AskAP@ca.com.

B) In the event that a Purchase Order provides for reimbursement by CA of any travel or other related expenses, Supplier's reimbursement shall be subject to its strict compliance with CA Supplier's Travel Expense Reimbursement Procedures attached hereto as Attachment A, which may be change from time to time at CA's sole discretion.

C) All invoicing will be addressed to CA and/or the CA affiliates as set forth in the Purchase Order. Each invoice must set forth, as a minimum, the CA Purchase Order number provided to Supplier and contain detailed entries of work completed. If applicable, the invoice should also contain details of (including but not limited to) the agreed-upon rate, who performed Services (if applicable) and on what date, and any preapproved expenses. If CA has approved expenses, Supplier shall provide CA at the time of invoicing with receipts and any other customarily required supporting documentation for any such expenses.

D) Payment terms are net sixty (60) days of invoice date of an undisputed, properly submitted invoice. Supplier will submit invoices on a monthly basis quoting the monthly agreed amount and a valid Purchase Order number.

E) Unless otherwise agreed to in writing by the parties, an invoice shall not be issued prior to shipment of Products. Credit and discount periods will be computed from the date of receipt of the correct invoice or the date the Products are received, whichever is later, to the date CA remits payment. Unless freight and other charges are itemized, the discount will be taken on the full amount of the invoice.

F) Supplier shall attach to the invoice the original Bill of Lading and, if CA has agreed in advance to reimburse Supplier for transportation charges, the receipted freight bill.

G) If CA has been over-invoiced, at the end of each quarter, any discrepancy in invoicing will be rectified with a credit note to CA for the full value of any over-invoiced amount which can be used against the invoice for the following month. In the event of termination, the Supplier shall pay any such over invoiced amount to CA within fourteen (14) days of termination.

H) Supplier acknowledges and agrees that Supplier will be solely liable for all taxes on its income and franchise taxes, including any interest or penalties thereon. CA acknowledges and agrees that it shall be responsible for payment of any applicable sales taxes properly levied by the appropriate governmental authorities on the fees payable hereunder by CA for the Products and/or Services; provided, however, that there is not an available exemption for such taxes and Supplier includes such taxes on its invoice for the Products and/or Services as a separate line item. In no event will CA be responsible for paying any interest, late payment charge or penalties incurred as a result of any failure by Supplier to properly bill and remit such sales taxes to the appropriate governmental authorities.

I) CA's obligations to pay for any Products and/or Services under a Purchase Order terminated in accordance with these Terms and Conditions shall be limited to the Products and/or Services accepted prior to the date of termination and any associated fees shall be reduced on a pro rata basis determined by the percentage of the Products and/or Services delivered and/or accepted by CA prior to such termination.

7. Representations and Warranties

A) The Supplier represents and warrants that the Services and/or Deliverables will be created by and be the original work of the Supplier, free and clear from any and all encumbrances whatsoever, and that the manufacture, production, installation and sale or license to, and use by, CA of the Products and/or Services are in compliance with any and all federal, state and local laws, rules and regulations. Supplier further warrants and represents that the Services and/or Deliverables do not and will not infringe any intellectual property or other proprietary rights of any third party.

B) The Supplier represents and warrants that it will provide the Services and/or Deliverables in accordance with best industry practices, in a diligent, workmanlike and professional manner using appropriately skilled, educated, experienced and trained resources and with all due care and skill.

C) The Supplier represents and warrants that it has not previously granted and will not grant any rights in any deliverables to any third party that are inconsistent with the rights granted to CA under this Purchase Order.

D) Supplier represents and warrants (i) that the Products and/or Services fully conform to and operate in accordance with Supplier's specifications and descriptions contained in the Purchase Order and any attachment thereto, and (ii) that the Products and/or Services shall be merchantable and free from defects in workmanship and material.

E) If Supplier has been advised of the particular use of the Products and/or Services, Supplier warrants that the Products and/or Services furnished hereunder are suited and appropriate for such use. These warranties shall remain in effect for a period of one (1) year from acceptance of the Products and/or Services by CA as defined above. During this warranty period, Supplier shall promptly and without additional charge repair or replace the Products and/or Services or any part thereof which fails to conform to or operate in accordance with Supplier's specifications. If Supplier is not able to repair such deficiencies within a reasonable period of time, as CA determines in its sole discretion, Supplier will promptly provide to CA a refund of all amounts paid by CA for the nonconforming Products and/or Services.

F) The warranties expressed herein shall be construed as consistent and cumulative with each other and with all warranties implied by law. It is the intent of CA and Supplier that if any warranties are held to be inconsistent, CA may, at any time, including in the course of a suit for breach, select which of them shall be excluded from the Purchase Order.

G) THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS PURCHASE ORDER SHALL BE IN ADDITION TO ANY OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY AND THERE ARE NO EXCLUSIONS, LIMITATIONS OR DISCLAIMERS OF REPRESENTATIONS OR WARRANTIES, OTHER THAN THOSE THAT MAY BE EXPRESSLY PROVIDED HEREIN OR IN THE APPLICABLE TRANSACTION DOCUMENT.

8. Limitation of Liability

A) THE PARTIES ACCEPT UNLIMITED LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

B) CA IS NOT LIABLE TO THE SUPPLIER OR ANYONE CLAIMING BY RIGHT OF SUPPLIER, EITHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY DIRECT OR INDIRECT LOSS OF PROFITS, BUSINESS OR ANTICIPATED SAVINGS, OR FOR ANY LOSS OR DESTRUCTION OF DATA NOR FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, CONSEQUENTIAL EXEMPLARY LOSS OR DAMAGE.

C) CA'S LIABILITY TO THE SUPPLIER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE IN RELATION TO THE PURCHASE ORDER IS LIMITED TO THE CHARGES PAID UNDER THE PURCHASE ORDER.

D) Any action resulting from any breach on the part of CA must be commenced within one (1) year of the date the cause of action has accrued.

9. Indemnification

A) The Supplier will indemnify, hold harmless and defend CA, its affiliates, and their directors, officers, employees, representatives, contractors and agents from and against all claims, losses, liabilities, damages, settlement costs and expenses (including but not limited to reasonable attorney's fees and court costs), to the extent that such liability results in connection with (i) an alleged or actual infringement of any intellectual property rights through the Supplier's provision of the Products and/or Services licensed or purchased by CA under the Purchase Order; (ii) any defect in the Products; (iii) any negligent or willful act or omission of Supplier or Supplier's employees or agents, including but not limited to the extent such act or omission causes or contributes to (a) any bodily injury, sickness, disease or death, or (b) any injury to or destruction of tangible, real or personal, or intangible property (including computer programs and data or any loss of use resulting therefrom); (iv) any breach of the representations, warranties and other terms and conditions of these Terms and Conditions or the Purchase Order; and (v) any violation of any law, rule, statute, ordinance or regulation.

B) Supplier's obligation to indemnify CA shall survive the expiration or termination of the Purchase Order by either party for any

reason. Supplier may, at its option, conduct the defense of any third party action and CA will cooperate with Supplier's defense. If the use or sale of any Product and/or Service is enjoined as a result of any action or proceeding, in addition to such other rights or remedies that CA may have hereunder or by law, Supplier, at no expense to CA, shall obtain for CA and its customers the right to use and sell said item, or shall substitute an equivalent item, acceptable to CA, and extend this indemnity with respect to such item. In the event that Supplier is unable to secure such rights of use or to secure an equivalent item as a substitute for the CA or its customers, Supplier will indemnify CA and its customer for any and all losses or damages sustained by reason of any injunction arising hereunder.

10. Intellectual Property Rights

A) All intellectual property rights developed specifically for CA in the performance of the Services and/or the development of the Products and Deliverables shall vest and remain vested in CA upon its creation. Supplier agrees to take all such necessary further action (whether or not requested by CA) as CA may from time to time reasonably request to more completely convey to, and vest in, CA, title to or ownership of any Deliverable or Product. For the avoidance of doubt, nothing in these Terms and Conditions shall give either party rights to any pre-existing intellectual property rights of the other unless expressly provided for in the Purchase Order.

B) Any Deliverable or Product that includes copyrighted and/or copyrightable material shall be considered a "Work Made for Hire" under copyright laws and CA shall be deemed the "author" of such Deliverable for purposes of the US Copyright Act (17 U.S.C. Clause 101, et. seq.). If such Deliverable is not considered a "Work Made for Hire" and/or ownership of such intellectual property does not vest in CA for any reason, Supplier agrees to assign and hereby assigns and transfers, outright and forever, to CA such proprietary rights of every kind and nature described above for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by Supplier).

11. Compliance with Laws and Regulations

A) "Compliance Rules" means collectively the following: the U.S. Foreign Corrupt Practices Act; applicable local laws and regulations prohibiting bribery, corruption, slavery, forced and compulsory labor and human trafficking; the OECD Convention on Combating Bribery of Foreign Public Official in International Business Transactions, CA's Code of Conduct (available at The Partner's Guide to the CA Code of Conduct), and international accounting standards.

B) Supplier shall, at its own expense, comply with all statutes, regulations, rules, ordinances, and orders of any governmental body, department or agency which apply to or result from its obligations under these Terms and Conditions, including but not limited to the Compliance Rules.

C) Supplier shall, at all times, conduct business ethically and in compliance with the law and the Compliance Rules. Supplier represents and warrants on a continuing basis that: (i) neither it nor anyone acting on its behalf has made or shall make any payments (or promises of payments) or otherwise give anything of value (directly or indirectly) to any entity with whom it is conducting business on behalf of CA in an attempt to obtain or retain business or otherwise obtain an improper advantage; and, (ii) neither it nor anyone acting on its behalf is a government official (as defined by anti-corruption laws) who may be in a position in his/her role to influence the business of Supplier as it relates to that government. Supplier, as it relates to this section, also includes Supplier's owners, directors, officers, employees and agents.

D) Supplier shall immediately promptly notify CA's Chief Ethics & Compliance Officer (compliance@ca.com) in writing if it learns that (1) it or its officers and/or directors are being investigated for, or have been convicted of, any violation of the Compliance Rules; or (2) if it learns that it has been named in a judicial or administrative proceeding alleging that it has violated the Compliance Rules; or, (3) if it has a reasonable belief that it has violated the Compliance Rules in relation to any issue or transaction that involves CA or CA's business.

E) Any violation, non-compliance or other failure by the Supplier to fully comply with this section shall be considered a non-remediable material breach of these Terms and Conditions for which CA may terminate the Purchase Order immediately.

12. Insurance

A) Supplier agrees to provide and to maintain in effect at all times, at Supplier's sole expense, the following minimum insurance coverage to protect the parties from any liability which may arise out of or result from Supplier's performance under these Terms and Conditions:

i) Commercial General Liability insurance written on an occurrence basis including coverage for contractual liability, bodily injury, death, "broad form" property damage, advertising injury, and personal injury, with coverage limits of not less than \$1,000,000 per occurrence. The policy shall name CA, its subsidiaries, directors, officers, employees, agents, and Affiliates as additional insured.

ii) Commercial Automobile Liability insurance including coverage for all owned, non-owned and hired vehicles, with coverage limits of not less than \$1,000,000 per occurrence for bodily injury and property damage applicable for Suppliers who will be onsite at CA locations that are owned by CA. The policy shall name CA, its subsidiaries, directors, officers, employees, agents and Affiliates as additional insured.

iii) **Professional Liability/Errors and Omissions insurance** with coverage of not less than \$1,000,000 per claim.

v) **Worker's Compensation** covering all Supplier employees in accordance with applicable statutory, federal or other legal requirements.

vi) **Umbrella/excess liability** with policy limits of not less than \$4,000,000 per occurrence and annual aggregate.

B) Supplier's insurance coverage shall be considered primary without right of contribution of CA's insurance policies. Notwithstanding the foregoing, Supplier's insurance policies will contain a severability of interests' clause. At the time of issuance of the Purchase Order, Supplier must provide CA with a certificate of insurance evidencing the insurance coverage required under this Section and thereafter, Vendor shall provide such certificate upon request and at least ten (10) days prior to any expiration of any then current policies to evidence renewal and/or replacement policies. The insurance companies now or hereafter issuing the foregoing insurance policies shall be insurance carriers to be rated A- or better by A.M. Best Company. Any material modification, renewal, replacement or cancellation of such insurance coverage shall require at least thirty (30) days prior written notice to CA with the exception of non-payment, in which case, such policy shall require ten (10) days prior written notice to CA. In no event shall the foregoing coverage limits affect or limit in any manner Supplier's contractual liability for indemnification under Section 10 of these Terms and Conditions. Supplier shall be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required of Supplier under this Section 12. The Supplier hereby waives all rights of subrogation against CA and its directors, officers and employees.

13. Termination

A) Default. CA may terminate the Purchase Order without liability, in whole or in part, if (i) Supplier fails to provide the Products and/or Services as set forth in the Purchase Order or herein, or any extensions thereto; or (ii) Supplier fails to perform any of its other obligations under the Purchase Order or fails to make progress so as to endanger its performance under the Purchase Order in accordance with its terms; or (iii) in the sole judgment of CA, Supplier's financial condition shall become such as to endanger performance of the Purchase Order; provided that, with respect to (ii) and (iii) Supplier shall have seven (7) days from notice of concern of CA to remedy the situation.

B) Acts of Insolvency. CA may terminate the Purchase Order by written notice to the Supplier, if the Supplier becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has sold a substantial part of its assets or wound up or liquidated, voluntarily or otherwise.

C) Force Majeure Event: In the event that either party is unable to perform any of its obligations under the Purchase Order, or to enjoy any of its benefits because of (or if loss of the Products and/or Services is caused by) natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of, or that could not reasonably have been prevented or avoided by, the affected party (hereinafter referred to as a "Force Majeure Event" or "Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under the Purchase Order shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may give written notice to terminate the Purchase Order. Except as provided herein, delays in delivery due to Force Majeure Events shall automatically extend the delivery date for a period equal to the duration of such Force Majeure Events; any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Force Majeure Event.

D) Cover. In the event of CA's termination, in whole or in part, CA may procure, upon such terms and conditions as CA deems appropriate, Products and/or Services similar to those terminated, and Supplier shall be liable for the excess costs incurred by CA. Notwithstanding the foregoing, Supplier shall continue performance of its obligations under the Purchase Order to the extent not canceled by CA.

E) Termination for Convenience. CA reserves the right, at any time, to terminate the Purchase Order, or any part thereof, for its sole convenience. In the event of such termination, Supplier shall immediately stop all work thereunder and shall immediately cause any of its subcontractors to stop work. Supplier shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of work performed prior to the notice of termination plus the actual direct costs resulting from termination. Supplier shall not be paid for any work done after receipt of the notice of termination or any costs incurred by Supplier or subcontractors, which Supplier could reasonably have avoided. If it should be determined that CA improperly terminated the Purchase Order under paragraphs (A)-(D) of this Section 13, such termination shall be deemed to be for CA's convenience.

F) Remedies Non-Exclusive. The rights and remedies of CA provided in this Section 13 shall not be exclusive and are in addition to any other rights or remedies provided for under the Purchase Order, these Terms and Conditions, or under law.

14. Supplier Support to CA

Supplier agrees to provide CA with all assistance, advice and training reasonably required to permit CA to use and operate the Products and/or Services. Supplier warrants that the Products and/or Services purchased under the Purchase Order, including any subassemblies and spare parts, shall be available to CA and its customers during the operational life of the Products and/or Services purchased. In the event Supplier discontinues manufacture of the aforementioned Products and/or Services, subassemblies or spare parts and does not provide for another qualified source, Supplier shall make available to CA all drawings, specifications, data and know-how which will enable CA or its customers to manufacture or procure said Products and/or Services under a royalty-free license which is hereby granted. Supplier shall support the Products and/or Services purchased hereunder during the operational life of the Products and/or Services. Said support includes, but is not limited to, technical service and maintenance of Supplier's stock of subassemblies and spare parts as may be required to be purchased by CA to support the operation of the Products and/or Services.

15. Non-Solicitation; No Hiring

The Supplier agrees that it shall not, without CA's prior written consent, either during or within twelve (12) months after the delivery of the Products, provision of the Services, or the termination of the Purchase Order (if earlier), seek to engage, employ or otherwise solicit for employment any person who, during the previous twelve months, was an employee of CA and has been involved in the Products and/or Services. In the event Supplier, or any affiliate of Supplier, hires or contracts with any employee of CA contrary to this Section 15, Supplier agrees to pay to CA, as liquidated damages and not as a penalty, an amount equal to all compensation, including salary, wages, bonuses, commissions and employee benefits, which such employee received from CA during the last six (6) month period preceding such hiring or contracting. If such employee worked for CA for a period of fewer than six (6) months, the payment will be six (6) times the average monthly compensation for the period worked.

16. Documentation Reproduction

CA shall have the right to reproduce all instructions, manuals or other materials provided by Supplier in connection with the Products and/or Services, provided that the reproduction is solely for its internal use.

17. Confidential Information

Supplier agrees that any and all information related to CA's business (including that of all corporate affiliates) is "Confidential Information," and Supplier agrees to limit access and use of such Confidential Information to those individuals who (i) need to know it and (ii) shall use reasonable care to protect all Confidential Information. Supplier will not permit the duplication or disclosure of any such Confidential Information to any person (other than an employee of the Supplier who must have such information for the performance of its obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the CA in writing. Supplier shall not advertise or release any statement mentioning CA or the fact that Supplier has contracted to furnish Products and/or Services to CA without the prior written consent of CA. Upon completion or termination, Supplier shall destroy or return to CA all Confidential Information, which shall be at CA's sole discretion. Notwithstanding the foregoing, CA shall have the right to use any information concerning Supplier's Products and/or Services, manufacturing methods, or processes which Supplier shall disclose to CA without restriction during the performance of the Purchase Order.

18. Assignment

Supplier shall not assign or subcontract its obligations under the Purchase Order, in whole or in part, or any interest therein, without CA's prior written consent. If CA consents to any assignment or subcontract, Supplier shall remain liable and responsible for all of its obligations hereunder, and shall guarantee performance by its assignee or subcontractor.

19. Use of CA Intellectual Property

Supplier shall not use the name, trade name, service marks, trademarks, trade dress or logos of CA in press releases, advertising or any similar activity without CA's prior written consent in each instance. Subject to such consent, Supplier shall at all times comply with CA's "Guidelines for Third Party Use of CA, Inc. Trademarks, Service Marks, And Trade Names," available at <http://www.ca.com/us/about-us/company-information/corporate-identity.aspx>.

20. Relationship of the Parties

In performing under the Purchase Order, Supplier shall be an independent contractor, and nothing in the Purchase Order shall be construed as creating or establishing any other relationship between the parties. Supplier shall, at its own expense, comply with all laws and regulations and assume all liabilities or obligations imposed by any laws or regulations with respect to its employees and the Products and/or Services furnished pursuant to the Purchase Order.

21. Amendment or Modification

These Terms and Conditions, together with any terms and conditions contained in the Purchase Order, may not be added to, modified, superseded or otherwise altered except by a written instrument signed by the parties. Each Product and/or Service received by CA shall be deemed to be received only upon the Terms and Conditions contained herein, notwithstanding any terms and conditions contained in any order, acknowledgement, invoice or other writing received from Supplier and notwithstanding CA's

acceptance or payment for any Product and/or Service. No course of dealing or usage of trade shall be applicable unless expressly stated and agreed to on the face of the Purchase Order by an authorized representative of CA.

22. Returns and Stock Rotation

CA will be permitted to return Products for any reason within 90 days of delivery to CA. Returns will be sent within thirty (30) days of CA's receipt of a return authorization number from Supplier and will not be subject to restocking or handling fees.

23. Records; Audit

Supplier shall maintain for the period required by applicable law but for no less than five (5) years after the term of the Purchase Order, all records, data, information and/or documentation of Supplier (and as applicable its subcontractors) for the purposes of determining Supplier's compliance with its obligations related to confidentiality, data protection, Compliance with Laws, fees, and payment terms. Supplier shall ensure that records, data, information and/or documentation is stored in electronic format, is in accordance with generally accepted accounting principles, and is provided in an accessible and readable format. If it is determined in the course of an audit by CA that Supplier owes any amounts to CA, Supplier shall refund such amounts to CA within fifteen (15) days of an invoice submitted by CA to Supplier.

24. Lead Personal Data.

A) "Personal Data" means any information relating to an identified or identifiable person. Personal Data constitutes Confidential Information of CA.

B) "Data Subject" means the individual to whom Personal Data relates.

C) "Lead Personal Data" means any third party Personal Data provided by Supplier to CA as specified in the Purchase Order. Lead Personal Data constitutes Confidential Information.

D) Supplier represents and warrants that it has obtained all Lead Personal Data legally and that it has the explicit permission of every Data Subject to whom the Lead Personal Data relates to provide its Lead Personal Data to CA for commercial use, explicitly for marketing purposes; such permission may be included in a blanket permission to provide such data to third parties.

25. Miscellaneous

A) Applicable Law: These Terms and Conditions and all Purchase Orders shall be governed by the laws of (and all actions hereunder shall be brought in) the State of New York (excluding conflict of laws principles) and the parties consent to the jurisdiction of the federal courts of the Eastern District of the State of New York, including such state's Uniform Commercial Code, except that, to the extent any provision of these Terms and Conditions shall be inconsistent therewith, the terms of these Terms and Conditions shall be controlling. Supplier agrees that any dispute or cause of action which arises in connection with these Terms and Conditions or any Purchase Order shall be brought before a court of competent jurisdiction in the State of New York and hereby consents to the personal jurisdiction of such court and waives any argument with respect to venue or convenience of forum. Pending resolution of such dispute, Supplier shall proceed with performance of its obligations under the Purchase Order, and with any written directions of CA.

B) Work on Premises: During the term of the Purchase Order, the Supplier will be responsible for ensuring that its employees, servants, and agents will, whenever on the CA's premises, adhere to all reasonable instructions and directions issued by the CA and conduct business ethically. If any purchase of Products and/or Services involves work by Supplier on CA's premises, Supplier will comply with all safety and security regulations of CA and shall take all precautions required to prevent injury to persons or property during such installation or work.

C) Severability: Any invalidity, in whole or in part, of any provision of the Purchase Order shall not affect the validity of any other of its provisions.

D) Notices: Legal notices to CA shall be deemed given when delivered by certified mail to CA, Inc., 520 Madison Avenue, New York, NY 10022, Attention: General Counsel. Any other notice of a general business nature shall be deemed given when sent by U.S. mail, recognized overnight courier service or electronically, to the same address, marked: Attention: Procurement Department. Unless otherwise agreed to by the parties in writing, all notices to Supplier shall be deemed given when sent by U.S. mail, recognized overnight courier service or electronically to the Supplier's address which appears on the face of the Purchase Order.

E) Waiver: If a Party delays in acting upon a breach of any part of the Terms and Conditions and/or the Purchase Order, that delay will not be regarded as a waiver of that breach. If a Party waives a breach of any part of the Terms and Conditions and/or the Purchase Order that waiver is limited to that particular breach.

F) Duration: The provisions of these Terms and Conditions shall continue to be applicable notwithstanding the transfer of title to the Products and/or Services.

G) Entire Agreement: The Purchase Order, as supplemented by these Terms and Conditions, constitutes the entire agreement between the parties relating to the purchase of the Products and/or Services, regardless of any inconsistent or additional terms in any other document, and supersedes all previous understandings, negotiations and proposals.

H) Order of Precedence. In the event of a conflict between the terms contained herein and any Purchase Order issued by Supplier, the terms and conditions of this Purchase Order shall control the transaction.

26. Affirmative Action Compliance

To the extent not exempt, CA and Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. To the extent not exempt, CA and Supplier shall also abide by the requirements of 29 CFR Part 471, Appendix A.

27. Data Protection; Privacy

The personal information CA collects will be used to process information relating to the Products and/or Services and to facilitate payment. This information is being accessed by CA in the United States and will not be provided to any third party other than as required to perform CA's obligations. If you do not wish to transfer this information, please do not execute this Purchase Order. For further information about how your data will be used, see our privacy policy located at <http://www.ca.com/us/privacy.aspx>.

ATTACHMENT A
CA, INC. SUPPLIER EXPENSE REIMBURSEMENT PROCEDURES

Suppliers and external consultants are expected to adhere to CA Technologies internal travel policy. For assistance in booking travel arrangements you may contact CA's Travel Management Company at 1-800-844-422-8728, select prompt #2 to speak to a travel counselor. Please call between the hours of 8:00am-9:00pm ET Monday –Friday to avoid being charged an after -hours service fee.

Travel Management Company service fees will apply and can be expensed accordingly. If making your own arrangements, you should exercise the same care in incurring travel related expenses as an individual would when traveling for personal reasons.

When submitting any invoice for reimbursement, break out by day and enter all of your expenses into appropriate categories and submit your expenses for reimbursement. For example, a hotel bill should be entered in the following manner:

Room Cost and Tax - Lodging

Meals - Meals

(Room service, hotel restaurant bills charged to room, etc.)

Air Travel: The lowest logical airfare should be accepted whenever possible. Only coach /economy class is reimbursable.

Transport to and from Airport and Hotel: Evaluate the trade-offs from both economic and convenience points of view before using taxi, limousine or rental car. A car service should not be used if the cost exceeds the total cost of parking and mileage to/from the airport.

Hotel: The actual cost of a hotel room plus applicable taxes is reimbursable. In room movies, hotel dry cleaning, and hotel room charged phone calls are not reimbursable.

Rental Cars: Compact or intermediate class cars are to be rented. If more than two people are traveling together a full size 4 door class may be used. As a general rule luxury, premium, sports cars, trucks or vans are not to be rented for company business. Be sure to refuel the rental car before returning it. CA Suppliers will need to take out additional Loss Damage Waiver and Liability insurance if booking a rental car through CA's Travel Management Company.

Mileage: Mileage will be reimbursed at the current IRS rate in effect for consultants using their *own cars* to perform work for CA.

Meals: During travel that requires an overnight stay, CA will reimburse for dinner and breakfast meals including soft drinks and tips to a maximum of \$70.00 per day provided that receipts are attached. All food and entertainment expenses of \$25.00 or more must be charged to your credit card. CA will not reimburse any charges submitted for \$25.00 or over unless they are accompanied by an original credit card receipt. Food bills under \$25.00 must be submitted with a REGISTER RECEIPT (not the bottom stub of a check). The name of the establishment must be clearly noted (hand written if necessary), on the register receipt. Bar bills are not reimbursable items.

Dry Cleaning and Laundry: Dry cleaning and Laundry bills are not reimbursable.

Tips: Although tips for chamber maids and sky caps are at your individual discretion, good judgment should govern your decision. Generally, tips should not exceed \$2/night and \$1/bag.

Receipts: Copies of hotel and airfare receipts must be submitted and all expenses need to be itemized on an expense invoice.

Exorbitant expenses, altered receipts and/or discrepancies between the information listed on the report and the receipts will lead to a request for additional information and explanations, subsequently delaying reimbursement.

A cash register receipt will only be accepted for meals under \$25.00. Anything \$25.00 and over should be accompanied by a credit card receipt.