

**CA Master Agreement (“MA”)  
CA 主協議 (“MA”)**

**This MA is entered into by the CA entity (“CA”) and customer entity (“You”) identified on the relevant Order Form and shall be effective from the date specified on the Order Form.**

本MA是由相關訂單上標識的 CA實體（“CA”）與客戶實體（“您”）簽訂的，自訂單上指定的日期起生效。

**Your right to use CA Software (“CA Software”) and obtain maintenance and support (“Maintenance”) and CA professional services from CA (“CA Services”) is subject to Your compliance with the terms and conditions of this MA, the applicable Order Form identifying the specific CA Software, Maintenance and/or CA Services, and the Specific Program Document (“SPD”) for the CA Software, Maintenance and/or CA Service offering, which is located at <http://www.ca.com/licenseagreement> (collectively, these documents are referred to as the “Agreement”). The terms and conditions of the SPD applicable to You for the CA Software, Maintenance or CA Service licensed and/or purchased by You will be those that are in effect at the time that You acquire the CA Software, Maintenance or CA Services and shall remain binding upon both You and CA for that CA Software, Maintenance or CA Services absent mutual written agreement to the contrary.**

您享有的CA軟體（簡稱“CA軟體”）使用權以及享有的維護和支持（簡稱“維護”）及CA專業服務（“CA服務”），均以您遵守本MA的條款和條件；列明CA軟體、維護和/或CA服務的適用訂單；以及CA軟體、維護和/或CA服務相關的特定程序文檔（“SPD”），位於<http://www.ca.com/licenseagreement>，（這些文件統稱為“協議”）為條件。適用於您所被許可和/或購買的CA軟體、維護或CA服務的SPD之相關條款和條件是當您獲得CA軟體、維護或CA服務之日有效的SPD，並且在您與CA雙方未對CA軟體、維護或CA服務做出相反的書面約定的前提下持續具有約束力。

**1. License Grant.** Subject to Your compliance with the terms and conditions of the Agreement, including but not limited to payment of applicable fees for CA Software, Maintenance and CA Services obtained hereunder, CA grants You in the country or region specified in the Order Form in the Section entitled “Territory” a limited, non-exclusive, non-transferable license to use the CA Software in object form and solely for Your internal business purposes. Such use shall extend to use by You and Your Authorized End Users. “Authorized End Users” means You and Your Affiliate’s employees and independent contractors (but excluding any outsourcer, facilities management providers or application service provider). Use of the Licensed Programs by Authorized End Users shall at all times remain Your responsibility and liability. You may use the CA Software for the operation of Your Affiliate’s internal data processing where an “Affiliate” shall mean any entity for which You hold greater than a fifty percent (50%) interest or, by force of law or contract but only for so long as you maintain that interest. The type of license You acquire is designated in the Order Form for the CA Software and may include:

**1. 授權許可。** CA 授予您在訂單上題為“區域”一節中所指定的國家或地區內以目標形式並僅用於內部業務目的使用CA軟體的有限的、非獨佔性的且不可轉讓的許可，均以您遵守本協議的條款和條件，包括但不限於支付通過本協議所獲得的CA 軟體、維護和CA 服務的相關費用，為條件。此使用包括您及您授權最終用戶的使用在內。“授權最終用戶”指您及您關聯機構的員工及獨立承包商（不包括外包商、設備管理服務提供商或者應用程序服務提供商）。授權最終用戶對CA 軟體的使用應始終由您承擔責任。您可使用CA 軟體對您關聯機構的內部數據進行處理，“關聯機構”是指您根據法律或合約規定持有超過百分之五十（50%）的股權的任何實體，前提是必須保持該股權。您獲得的許可類型列於CA 軟體訂單中，並可能包括：

**a. Perpetual License:** A perpetual license to use the CA Software, which may only be terminated as set forth in Section 9(b) herein.

**a.永久許可：**永久使用CA 軟體的許可，該許可僅根據本條款第9（b）節的規定終止。



**b. Subscription License:** A license to use the CA Software for a specific length of time (the “Term”) as set forth in the applicable Order Form. When the license expires at the end of the Term, You, all Affiliates and Authorized End Users must stop using the CA Software if You have not obtained a new license.

**b. 定期許可：**在相關訂單中規定的期限內（簡稱“期限”）使用CA 軟體的許可。使用許可期限屆滿時，如您尚未取得新的使用許可，則您及您的授權最終用戶將終止使用CA 軟體。

In either case, if Your license is for CA Software designated as “mainframe software” by CA, use of such CA Software shall be limited to the hardware, site and/or location within the Territory as specified on the Order Form. You may transfer such CA Software to new hardware, site or location within the Territory upon prior written notice to CA. Transfers outside of the Territory shall require prior written consent of CA and payment of additional fees.

無論哪種類型，如您的CA 軟體使用許可被CA 定義為“主機軟體”，則該類CA 軟體的使用僅限於訂單上確定在本區域內的硬件、地點和/或位置。隻有在向CA 發出書面通知后，您方可將該CA 軟體轉移到本區域內新的硬件、地點或位置。若向本區域以外轉移該CA 軟體，則應事先取得CA 的書面許可並支付額外費用。

**2. Use Prohibitions.** Except as expressly authorized by the Agreement, You may not: (a) copy, reproduce, distribute or disclose the CA Software, provided that You may make a reasonable number of copies of the CA Software for bona fide “cold standby” disaster recovery, backup and archival purposes and may use such copy for reasonable testing and in the event of a bona fide disaster recovery event. Maintaining copies of the CA Software in a “hot standby” environment or further or additional use of the CA Software for disaster recovery, backup or archival purposes shall be subject to payment by You of the applicable fees to CA; (b) modify, unbundle, or create derivative works of the CA Software; (c) rent, sell, lease, assign, transfer or sublicense the CA Software or use the CA Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (d) remove any proprietary notices, labels, or marks on or in any copy of the CA Software or Documentation or any CA Software or materials in which the CA Software or Documentation or portions thereof are embedded; (e) use the CA Software in any manner that exceeds or is broader than the uses licensed to You from CA or an authorized CA reseller or distributor; or (f) reverse assemble, decompile, reverse engineer or otherwise translate the CA Software, except to the extent specifically permitted by applicable law without the possibility of contractual waiver. All rights not specifically granted hereunder are expressly reserved by CA.

**2. 使用禁止。**除協議特別許可外，您不得：(a) 拷貝、復制、散布或泄露 CA 軟體，不過您可以復制合理數量的 CA 軟體，以便您用於真正的“冷待機”災難恢復、備份及存檔的目的，並利用這些復制件進行合理的測試及真正的災難恢復。在“熱待機”環境中保存 CA 軟體的拷貝，或者出於災難恢復、備份或存檔的目的而將 CA 軟體進行進一步或其他使用，均應向 CA 支付費用；(b) 修改、拆分 CA 軟體或開發 CA 軟體衍生產品；(c) 租借、出售、租賃、分配、轉讓 CA 軟體或者發給他人 CA 軟體的分許可證，或者為第三方的利益而提供托管，服務局，按需或外包服務；(d) 去除任何一套 CA 軟體拷貝、文檔、或 CA 軟體以及嵌入有 CA 軟體、文檔或其中部分的材料中的任何所有權提示、標籤或標識；(e) 使用 CA 軟體的方式超出了由 CA 或 CA 授權轉售商或分銷商授予您的許可範圍；或(f) 對 CA 軟體進行分解、反編譯、反向工程或另外翻譯，無合約棄權的情況但相關法律特殊許可的領域除外。CA 明確保留此協議中未特定授予的所有權利。

### **3. Licensing Model and Authorized Use Limitation.**

#### **3. 許可模式及授權使用限制**

**a. Licensing Model.** The licensing model for each CA Software program is set forth in the applicable SPD for that CA Software in the section entitled “Licensing Model” or if there is no applicable SPD for that CA Software, then set forth in the relevant Order Form. By way of illustration, CA Software could be licensed by CA on a “per server” Licensing Model, where one copy of the CA Software is installed in a single server operating environment for a given license fee. Other examples of Licensing Models include, but are not limited to, licenses based on and calculated using millions of instructions per second (MIPS) or millions of service units (MSUs), the total number of end-users, the number of sites in which the CA Software is installed or used, and enterprise-wide use.

**a. 許可模式。**各 CA 軟體程序的許可模式會在 CA 軟體的 SPD 中題為“許可模式”欄目中詳盡描述，若此 CA 軟體無 SPD，則會在相關訂單中詳盡描述。舉例說明，CA 軟體可由 CA 根據“每個服務器”的許可模式做出許可，這樣，支付指定的許可費可以在一台服務器操作環境中安裝 CA 軟體的一個副本。許可模式的其他范例包括



（但不限於）基於且使用以下方式來計算的許可：每秒百萬條指令（MIPS）或百萬服務單位（MSU）、最終用戶總數、安裝或使用了 CA 軟體的站點數以及企業範圍的使用。

**b. Authorized Use Limitation.** The specific scope or number or type of licenses that You have purchased for the CA Software based on the applicable Licensing Model is set forth in the relevant Order Form. By way of illustration, You may elect to license CA Software with a “per server” Licensing Model on up to five servers in which case the Authorized Use Limitation would be five servers and the fee due might be five times the “per server” fee assuming there is a flat “per server” fee [note: there may be volume discounts]. Your use of the CA Software must not exceed the specified Authorized Use Limitation. Prior to installation or use by You of the CA Software in excess of the Authorized Use Limitation, You agree to pay CA for such incremental excess use in accordance with the applicable Licensing Model.

**b. 授權使用限制。** 相關的訂單中有詳盡說明了您根據適用的許可模式購買的CA 軟體的使用許可的具體範圍、數量或類型。舉例說明，您可以選擇按“每個服務器”的許可模式取得最多五台服務器的CA 軟體使用許可，這樣，授權使用限制數額便為五台服務器，而應付款為“每個服務器”費用的5倍（前提是假定“每個服務器”有固定價格[注：可能有總額折扣]）。您對 CA 軟體的使用不得超出指定的授權使用限制。在安裝或使用超出授權使用限制的CA 軟體前，您同意依照適當的許可模式為新增的超額使用部分簽訂訂單。

**4. Payment of Fees.** You agree to pay the fees for CA Software, Maintenance and/or CA Services specified on the Order Form or such other ordering document as otherwise agreed between You and CA. Payment obligations are non-cancellable and fees paid are non-refundable except as expressly provided herein. Unless otherwise provided in the Order Form, all payments are due within thirty (30) days from date of invoice except for amounts that are subject to a bona fide dispute. In order to place an invoiced amount, otherwise payable, into bona fide dispute, You must notify CA, in writing, prior to the original due date for payment of such invoiced amount and submit a written explanation, specifying, in reasonable detail, the basis of the dispute as to the validity of such invoiced amount. You agree to pay any applicable VAT, sales tax, import and custom duties and any other applicable taxes (collectively “Taxes”) in addition to the fees. In the event a payment due date falls on a weekend or a holiday the payment shall be payable by You to CA on the business day immediately prior to such date. CA may charge interest of one per cent (1%) per month compounded for the entire overdue period or the maximum amount allowed by law if undisputed fees, or fees determined to be payable by any court or otherwise agreed are not paid by the due date. If Your account is thirty (30) days or more overdue (except with respect to amounts subject to a bona fide dispute), in addition to any of its other rights or remedies, CA reserves the right to suspend Maintenance and/or any CA Services to You, without liability, until such amounts are paid in full.

**4.費用支付。** 您同意支付訂單或您與 CA 另行約定的其他訂購文檔上指定的 CA 軟體、維護和/或 CA 服務的費用。除在本協議中明文規定外，支付義務是不可取消的，且已支付的費用不予退還。除非在訂單中另有規定，或者對金額確實存有爭議，否則所有付款應自發票日期起三十天內支付。如果您對發票上應付的金額確實存有爭議，您必須在該發票金額的原定支付日期之前以書面形式通知 CA，並提交一份書面解釋，明確合理地詳細闡明關於該發票金額有效性的爭議依據。您同意除費用之外還支付所有相關的增值稅、銷售稅、進口稅和關稅以及任何其他相關稅賦（總稱為“稅額”）。如果支付到期日為周末或節假日，則您應在到期日之前的工作日向 CA 支付費用。如果在到期日之前未支付無爭議的費用，或者由任何法院裁定或雙方認可應支付的費用，則 CA 對於整個逾期未付時段將收取每月百分之一（1%）的利息或法律允許的最大金額。如果您的賬戶逾期達三十（30）天或以上（由於確實存有爭議的金額除外），則除了其他權利或補償措施之外，CA 還保留中止向您提供維護和/或任何 CA 服務直至您付清所有應付金額的權力，並且不承擔由此產生的任何責任。

**5. Maintenance and Support.** If included in Your license from CA, or if You elect to purchase Maintenance for CA Software in addition to the warranty support, if any, provided with such CA Software, the Order Form identifies the type of Maintenance purchased for each CA Software program, and the duration of such Maintenance (the “Maintenance Term”) and the applicable fees for Maintenance. CA will provide the level of support as detailed for each such category in the specific Maintenance SPD, which can be found at <http://www.ca.com/licenseagreement>. Warranty support and the term thereof provided by CA, if any, is described in Section 7 below and any additional or different terms and conditions governing warranty support are set forth in the SPD for each CA Software program. To the extent that warranty support is provided by CA, it is included in the license fee for CA Software and thus is not separately designated as Maintenance on the Order Form.





**5.維護和支持。** 如果您從 CA 獲得的使用許可中包含維護，或者您選擇購買除 CA 軟體所附的質保支持（（若存在）以外的 CA 軟體維護，訂單中注明對每個 CA 軟體程序所購買的維護類型，以及該維護的持續時間（維護期限）和維護的相關費用。CA 將提供每個類別在其維護 SPD，該文檔位於 <http://www.ca.com/licenseagreement>，中詳細規定的維護與支持的級別。由 CA 提供的質保支持及其期限（若存在），將在以下第 7 節中說明，而適用於質保支持的任何額外或其他條款和條件（若存在）將在各 CA 軟體程序的 SPD 中說明。就 CA 提供的質保支持而言，其費用已包括在 CA 軟體的許可費中，因此不會在訂單上另行指定為維護。

**6. Documentation.** For purposes of this Agreement, “Documentation” means (a) with respect to CA Software: only standard specifications, user documentation, and technical manuals and guides provided by CA with its CA Software (some or all of which may be in English only) and (b) with respect to Maintenance and warranty support: CA’s external policies covering the scope and nature of Maintenance and warranty support available to CA licensees can be found at <http://www.support.ca.com>. You may make a reasonable number of copies of and internally distribute Documentation solely for Your internal business purposes however You may not modify such Documentation without the prior written approval of CA. Any copies or partial copies You make must bear CA’s copyright and any other attribution notices contained in the materials copied. Such Documentation is deemed to be confidential and proprietary to CA.

**6. 文檔。** 在本協議中，“文檔”是指：(a) 對於 CA 軟體：僅指由 CA 隨 CA 軟體提供的標準說明書、用戶使用說明書，以及技術手冊和指南（有些文檔可能僅有英文版本）和 (b) 對於維護和質保支持：涵蓋適用於 CA 許可的維護和質保支持的範圍和種類的 CA 對外策略，該文檔位於 <http://www.support.ca.com>。您可以僅出於內部經營目的對文檔進行合理數量的復制並用於內部發放，但是，未經 CA 書面許可，不得對這些文檔進行修改。您對文件做出的任何復制或部分復制須標明 CA 的版權及資料中包含的任何其他歸屬的復制告示。這些文檔被視為 CA 的機密及專有。

**7.Limited Warranty.** CA warrants to You that: (a) it has the authority to provide You the rights and licenses mentioned herein and (b) for the duration of the warranty period set forth in the SPD for the CA Software or Services, or, if no warranty period is set forth in the SPD and the CA Software or Services are not provided under terms expressly identifying the CA Software or Services as provided on an “as is” basis, a period of thirty (30) days following the date on the Order Form; (i) when the CA Software is used in an operating environment stated in the Documentation as supported by CA, the CA Software will materially conform to the specifications in the Documentation for such CA Software; and (ii) CA Services and Maintenance shall be performed in accordance with industry standards using reasonable care and skill, and provided in accordance with CA’s then-prevailing policies. If it is established that CA has breached either of the warranties in subsection (b) above, CA’s only obligation and Your exclusive remedy shall be for CA to, at its option, (1) use reasonable efforts to cure the defect in the CA Software or re-perform the nonconforming CA Services; (2) replace the CA Software with CA Software that materially conforms to the specifications in the Documentation; or (3) terminate the CA Software license and provide a pro rata refund of the fees that You have already paid, which for license and Maintenance fees paid with respect to CA Software licensed under a subscription license, shall be calculated against the remainder of the Term from the date it is established that CA has breached the foregoing warranties or, if the CA Software was licensed under a perpetual license, a term of three years shall be used for the purposes of the license calculation; or for fees separately identified and paid for CA Services, the refund shall be calculated based on the deliverables provided and CA Services performed prior to the occurrence of the nonconforming CA Services under the applicable ordering document. Any refund of fees paid in accordance with the warranty provisions herein will terminate the license for the affected CA Software or, in the case of Services, performance by CA of the applicable Services.

**7. 有限質保。** CA 向您保證：(a) CA 有權為您提供本協議所涉及的權利和使用許可，以及 (b) 在 CA 軟體或服務的 SPD 中闡明的質保期間內，或者如果 SPD 中沒有闡明質保期限且提供 CA 軟體或服務的條款中未明確注明 CA 軟體或服務是“按現狀”提供，則在訂單之日后三十（30）天的期限內 (i) 當 CA 軟體應用於 CA 文檔中規定的操作環境時，CA 軟體將實質上符合該 CA 軟體文檔中的規範；以及 (ii) CA 服務和維護將依照行業標準使用合理的關注和技能來執行，並根據 CA 的當時政策來提供。如証實 CA 違反上述 (b) 項中的任何一項保證，CA 的唯一義務和您的唯一補救方案，由 CA 全權選擇採取以下措施：(1) 通過合理的努力修補 CA 軟體中的缺陷或對於不合格的 CA 服務重新執行；(2) 用實質上符合文檔中的規範的 CA 軟體替換之前的 CA 軟體；或者 (3) 終止 CA 軟體使用許可，並按比例向您退還已支付了的費用，其中，對於定期許可的 CA 軟體使用許可費及維護費而言，退款數額應根據自確認 CA 違反上述質保條款之日起的剩余期限計算；或者，對於永久許可的 CA 軟體而言，應使用三



年的期限來計算許可；或者對於針對CA 服務另行注明和支付的費用，退款應根據適用的訂貨文檔提供的可交付產品和在出現不合格 CA 服務前所執行的 CA 服務來計算。對根據本協議的保證條款而支付的費用的任何退款將終止受影響 CA 軟體的許可或（對於服務而言）終止由 CA 執行的相關服務。根據本質保條款做出任何退款，將終止所涉及的CA 軟體的許可使用權或（對於服務而言）終止由 CA 執行的相關服務。

This warranty and the remedies offered are applicable only if: (i) the reported error or defect is reasonably reproducible by CA; (ii) You report the alleged breach with reasonable specificity in writing within thirty (30) days from its occurrence; (iii) You provide CA with reasonable assistance in the diagnosis and remedy of the applicable breach; (iv) the CA Software or CA Services are within the warranty period set forth in the SPD; (v) You have installed and are using all updates, patches and fixes released by CA for the affected CA Software; (vi) You have complied in all material respects with the terms and conditions of the Agreement (including but not limited to payment of all fees) and have materially conformed to the Documentation for the affected CA Software, Maintenance or CA Services; and (vii) the error or defect is due solely to an error or omission on the part of CA, its agents or employees.

此質保和所提供的補救措施僅適用於下列情況：(i) 所報告的錯誤及缺陷可由 CA 合理重現；(ii) 您自涉嫌違約情況發生之日起三十日內以書面形式向CA合理明確地報告所指的違約情況；(iii) 對違約行為進行診斷及補救時，您向CA 提供適度的協助；(iv) CA 軟體或 CA 服務還在SPD 規定的質保期內；(v) 您已安裝並且正在使用由 CA 對受影響的 CA 軟體發布的所有更新、補丁和修復程序；(vi) 您已在所有實質性方面上遵守了本協議的條款和條件（包括但不限於支付所有費用）並已在實質上遵守了受影響的 CA 軟體、維護或 CA服務的文档；以及 (vii) 錯誤或缺陷完全是由 CA、其代理人或雇員的失誤或疏忽造成的。

You understand and agree that third-party hardware equipment and software, supplied by CA may be provided to You under warranty or pursuant to other terms and conditions offered by the manufacturer or licensor of such hardware or software. Where applicable, CA will include such warranties or other terms in Documentation accompanying the relevant software or other deliverable.

您理解並同意，CA 向您提供的第三方硬件設備和軟體，可根據此硬件設備或軟體的生產商或許可人規定的質保條款或其他條款及條件，向您提供。在適用的情形下，CA 將把此質保或其他條款包含在附隨相關軟體或其他可交付產品的文档中。

**NO THIRD PARTY, INCLUDING AGENTS, DISTRIBUTORS, OR AUTHORIZED CA RESELLERS, IS AUTHORIZED TO MODIFY ANY OF THE ABOVE WARRANTIES OR MAKE ANY ADDITIONAL WARRANTIES ON BEHALF OF CA.**

任何第三方，包括代理人、銷商或被授權的CA 轉售商，均無權修改以上任何質保，或代表CA 添加任何質保。

**THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CA DOES NOT WARRANT THAT THE CA SOFTWARE, MAINTENANCE OR CA SERVICES WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE CA SOFTWARE OR CA SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IF PERMITTED BY APPLICABLE LAW: (A) SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SPECIFIED FOR THE SUBJECT CA SOFTWARE, MAINTENANCE OR CA SERVICE; AND (B) THE REMEDY FOR BREACH OF ANY SUCH WARRANTIES IS LIMITED TO REPAIR OR REPLACEMENT OF ANY GOODS FOUND NOT TO COMPLY WITH THEM OR THE PROVISION OF SERVICES AGAIN. NO WARRANTIES OF ANY KIND APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW SUCH LIMITATIONS SO TO THAT EXTENT THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.**

這些質保條款是對您的唯一質保規定，替代其他明示或暗示的質保規定或條件（包括但不限於適銷的暗示質保、非侵權及適用於某種特定用途的條款）。CA 不保證CA 軟體、維護或CA服務會符合您的要求，也不保證 CA 軟體或 CA 服務的使用是不間斷或無差錯的。有些州或轄區並不允許排除某些明示或暗示的質保，因此，上述排除性規定可能並不適用於您。若適用的法律允許，則（A）這些質保的期限僅限於針對所述 CA 軟體、維護或



CA 服務的質保期間；且（B）對違反任何此類質保的補救措施限於對不符合這些質保條款的商品進行修復或替換，或者重新提供服務。上述期限期滿后任何質保均不適用。有些州或轄區並不允許此等限制，所以上述限制未必一定適用於您。

**THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.**

這些質保條款賦予您特定的法律權利，您也可根據所在不同的州或司法管轄區取得各種其他權利。

**8. Limitation of Liability.** Regardless of the basis which You may be entitled to claim damages from CA or its suppliers (including but not limited to breach of contract, negligence, misrepresentation, or other contract or tort claim), You agree that CA is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property in the amount of five hundred thousand dollars (\$500,000) and 2) the amount of any other actual direct damages up to the amount that You actually paid for the CA Software, Maintenance and/or CA Services that are the subject of the claim. This limitation of liability also applies to CA's employees, contractors, resellers and suppliers. It is the maximum amount which they, and CA, are collectively responsible.

**8. 責任限制。** 不管您依據何種理由向CA 或其供應商提出賠償請求（包括但不限於違約、過失、不實陳述或其他合約及侵權索賠），您同意CA 的責任不超出以下數額：1）對於人身傷害（包括死亡）、不動產損害及有形私人財產的賠償數額不超過五十萬美元（\$500,000）；以及 2）對於任何其他實際發生的直接損失賠償數額，其最高數額不得超過您為作為索賠對象的 CA 軟體、維護和/或 CA 服務所支付的實際金額。此責任限制也適用於CA 的雇員、承包商、轉售商和供應商。這是以上各方和 CA 共同負責承擔的最大金額。

**EXCEPT AS SET FORTH ABOVE, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CA OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIM FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOST SAVINGS, OR LOST DATA, EVEN IF CA OR ITS SUPPLIERS HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THE ABOVE LIABILITY LIMITATION IS FOUND TO BE INVALID UNDER APPLICABLE LAW, THEN CA AND ITS SUPPLIER'S LIABILITY FOR SUCH CLAIM SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU HAVE ACTUALLY PAID FOR THE CA SOFTWARE, MAINTENANCE AND/OR SERVICES GIVING RISE TO THE CLAIM.**

除上述規定外，在適用法律所允許的最大可能範圍內，在任何情況下，CA 或其供應商對您或其他方的任何間接、偶然、繼發、特殊、警戒性或懲罰性的損失均不承擔賠付，包括但不限於利潤損失、收入損失、商譽損失、存款損失或數據丟失，即使CA 或其供應商已事先得知發生這些損失的可能性。如果以上責任限制在適用法律下是無效的，則CA 和其供應商對於此類索賠的責任僅限於您為導致索賠的CA 軟體，維護及/或服務所支付的實際金額。

## **9. Termination.**

### **9. 終止**

**a. Termination by You.** You may terminate this Agreement upon thirty (30) days' prior written notice to CA if CA commits a material breach of its obligations under this Agreement, other than its obligations under the Sections entitled "Limited Warranty" and "Indemnification and fails to either (i) cure that breach within the thirty (30) day period or (ii) make substantial progress to Your reasonable satisfaction to cure such breach and implement a plan that cures such breach within sixty (60) days of the breach notice.

**a. 由您終止。** 如果CA 實質上違反了本協議規定的義務，除標題為“有限質保”及“賠償”兩節規定的義務外，且未(i)在三十日內糾正，或者(ii)根據您合理的滿意程度對糾正該違約行為取得實質性進展和實施一個在六十(60)天內糾正違約的計劃，您可提前三十天向CA 發出書面通知，以終止本協議。

**b. Termination by CA.** In addition to termination under the Sections entitled "Limited Warranty" and "Indemnification, CA may terminate this Agreement upon thirty (30) days' prior written notice to You if You commit a material breach of





Your obligations under this Agreement and You fail to (i) cure that breach within the thirty (30) day period; or, (ii) make substantial progress to CA's reasonable satisfaction to cure such breach and implement a plan that cures such breach within sixty (60) days of the breach notice; provided that such notice and opportunity to cure shall not be required if such breach is reasonably incapable of cure then CA may terminate the Agreement immediately in such event. Material breach may include, but is not limited to, any breach that adversely and materially affects CA's or its licensors' intellectual property rights; failure to pay fees due and payable; or breach of Your confidentiality obligations. If You breach Your obligations under the Agreement, CA shall have the right to withhold its own performance hereunder.

**b. 由 CA 終止。**除標題為“有限質保”及“賠償”的兩節規定的終止情形外，如果您實質上違反了本協議規定的義務，並且未(i)在三十日內糾正，或者(ii)根據CA合理的滿意程度對糾正該違約行為取得實質性進展和實施一個在六十(60)天內糾正違約的計劃，CA可提前三十日向您發出書面通知，以終止本協議；但是，如果這些違約根本無法在合理的情況下糾正，則無需發出通知及給於糾正的機會，CA在此情況下可立即終止本協議。實質違反包括但不限於對CA或其許可人的知識產權造成不利和實質上的影響的違約行為、逾期未付款，或者違反您的保密義務。如果您違反本協議規定的義務，則CA有權暫停履行本協議。

**c. Effect of Termination.** Any termination hereunder shall not release either party from any liability that, as of the date of termination, had already accrued or is attributable to a period prior to such termination, nor shall termination preclude either party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Agreement. In the event of termination of the Agreement by either party of a particular CA Software product, Maintenance or CA Service or all such products and services (i) all applicable amounts due or to become due hereunder will immediately be due and payable to CA (subject only to any setoff to which You may be entitled with respect to a pro rata refund by CA pursuant to the Section entitled "Limited Warranty" or the Section entitled "Indemnification"); (ii) all applicable subscription licenses granted hereunder shall immediately be revoked, and (iii) You shall no longer be entitled to receive any applicable Maintenance hereunder. Further, if CA terminates the Agreement for cause as a result of Your breach of CA's or its licensors' intellectual property rights, breach of Your confidentiality obligations hereunder, or failure to pay the license fees for the applicable license, any and/or all applicable perpetual licenses granted hereunder shall also be immediately be revoked. Immediately following termination for any reason, You shall certify to CA in writing that all copies and partial copies of applicable CA confidential and proprietary information in Your possession or control and any applicable CA Software for which Your license grant has been revoked, have been deleted from all computers and storage devices (including any backup or archival copies), have been returned to CA or destroyed, and are no longer in use by You, Your Affiliates, or any other party to whom You granted access to such information.

**c. 終止的影響。**本協議的任何終止均不得免除任何一方於協議終止之日已存在的或者此終止發生前一段時期內引起的責任，也不得排除任何一方追求與本協議的任何違約相關的依照法律或衡平法規定的任何權利或補償。在任何一方終止特定CA軟體產品、維護或CA服務或所有此類產品和服務的協議的情況中：(i)所有到期或還未到期的適用費用將立即變為到期且應付給CA（僅可使用標題為“有限保證”一節或“賠償”一節中規定的CA按比例退款的金額作為抵消）(ii)依據本協議授予的定期許可應立即撤銷；並且(ii)您不再有權享有本協議規定的任何相應的維護服務。而且，如因您侵害CA或其許可人的知識產權、違反您在本協議中的保密義務、或未能支付適用許可的使用許可費及維護費而使CA終止本協議，則任何及/或所有依本協議授予的適用的永久許可也應立即撤銷。本協議終止后，您應立即向CA做出書面證明，以證明您所佔有或控制的CA保密信息及專有信息的完整或部分復制件以及使用許可權已被撤銷的CA軟體已從您計算機及存儲設備中刪除（包括備份及存檔本），您已向CA歸還或銷毀，並且您及您的關聯機構或您允許接觸此信息的其他人已不再使用。

**d. Termination or Expiration of Maintenance.** If You have a license to use CA Software and a separate right to receive Maintenance, and You either terminate or fail to renew such Maintenance for any reason, You may continue to use the CA Software for the duration of the CA Software license term but will not be entitled thereafter to receive any Maintenance for the CA Software nor shall You be entitled to any refund of any license or maintenance fee. For as long as this Agreement remains in effect, You may subsequently reinstate Maintenance for that CA Software, if CA still makes such Maintenance generally available, by paying to CA a fee equal to one hundred and fifty percent (150%) of CA's then-prevailing Maintenance fee for each year for which Maintenance fee was not paid, so that the CA Software can be updated to include the bug fixes, patches and updates made during the time when You were not an active Maintenance subscriber.



**d. 維護終止或到期。** 如果您享有 CA 軟體的使用權及單獨的獲得維護的權利，並且您因某種原因終止維護或未能延長維護期限，則在 CA 軟體使用許可期限內您可繼續使用該 CA 軟體，但無權享有 CA 軟體的維護，也無權要求退還許可或維護費。隻要本協議依然生效，您可以（如果 CA 仍普遍提供該 CA 軟體的維護）隨後通過支付未付維護費的方式，即向 CA 支付相當於 CA 現行的每年維護費的百分之一百五十（150%）的未付期間的維護費來恢復該 CA 軟體的維護，這樣 CA 軟體就可以得到更新，包括您中斷維護服務期間發布的缺陷修復、補丁程序和更新。

**10. Indemnification.** If a third party claims that CA Software or CA Services, alone and not in combination with other programs or equipment, infringes that party's US registered patent or copyright rights or similar laws in a jurisdiction where You are authorized to use the CA Software or CA Services, CA will defend You against such claim at its expense and pay all costs, damages, and attorney fees that a court of competent jurisdiction finally awards or that are included in a settlement approved by CA; provided that, You promptly notify CA in writing of the claim, allow CA to control the defense and any related settlement negotiations, reasonably cooperate with CA in the preparation of such defense and negotiations, and were an active Maintenance subscriber as of the date on which the claim is filed. If such a claim is made or appears likely to be made, CA may take action to enable You to continue to use the CA Software, modify it so that it is non-infringing, or replace it with non-infringing CA Software that is at least functionally equivalent. If CA determines that none of these alternatives is reasonably feasible, CA may terminate Your license to use the CA Software and You agree to return the CA Software to CA upon its written request. CA will then give You a pro rata refund of the fees You have already paid for the CA Software, which shall be calculated against the remainder of the Term from the date it is established that CA is notified in writing of the third party claim or, if the CA Software was licensed under a perpetual license, a term of three years shall be used for the purposes of the license. This is CA's sole and exclusive obligation to You and Your sole remedy regarding any claim of intellectual property infringement. CA shall have no liability under this Section if: (i) the allegation of infringement arises from or relates to the unauthorized modification of the CA Software; (ii) the CA Software is not being used in accordance with the terms and conditions of the Agreement or in conformance with the Documentation, (iii) CA has announced that it no longer supports such CA Software, (iv) the alleged infringement could have been avoided by the use of an update or patch released by CA, or (v) the alleged infringement is a result of use of the CA Software with any non-CA supplied third party product.

**10. 賠償。** 如果有第三方聲稱CA軟體或 CA 服務（單獨並未與其他程序或設備集成）在您被授權使用該CA軟體或 CA 服務的司法管轄區域內侵犯了他們的美國註冊專利權或著作權或類似法律，而您立即將此等賠償要求書面告知CA，允許 CA 控制辯護以及任何相關解決爭議的協商，在準備該辯護和協商中合理地配合 CA，並且在賠償要求提交之日您是積極的維護用戶，則 CA 將自負費用地保護您免受該索賠影響，負責支付具有司法管轄權的法院最終判決或包含在 CA 批准的解決中的所有支出、損失和律師費。如果出現或可能會出現此類索賠，則CA可採取措施使您能夠繼續使用CA軟體、將該軟體修改成非侵權狀態或者使用至少具有同等功能的非侵權CA軟體替換該軟體，如果CA確定這些可選擇的方案均無合理性和可行性，可終止您的CA軟體使用許可証，而您同意在接到CA的書面請求後將CA軟體返還CA。CA將按比例向您退還已支付了的CA軟體費用，該退款金額應根據第三方書面索賠通知之日起的剩余期限計算，或者，如該CA軟體為永久許可使用權，則依此目的，使用許可期限應按三年計算。以上構成CA對您承擔的唯一義務，也是您基於任何知識產權賠償請求而享有的唯一補救措施。若出現下列情形，則CA不承擔本節規定的義務：(i) 未經許可對CA軟體進行修改導致的侵權；(ii) 未根據本協議條款和條件或未遵守文檔規定使用CA軟體；(iii) CA已聲明不再支持此CA軟體；(iv) 如果使用CA發布的更新程序或補丁，則可以避免所宣稱的侵權；或者(v) 由於CA軟體與非CA廠商供應的第三方產品一起使用而導致該涉嫌侵權。

**11. Ownership and Proprietary Information.** Title to, ownership of, and all rights in the intellectual property, including but not limited to patents, copyrights, trademarks, and trade secrets in the CA Software, Services and Documentation, any derivative works thereof, and any goodwill accruing from the use of such CA Software, Services and Documentation, belong exclusively to and shall remain with CA, Inc. and/or its licensors. You shall not make available or disclose such intellectual property to any third parties except as expressly permitted by this Agreement, and shall take appropriate action, including by instruction or agreement with Your employees who are permitted access to such information, to satisfy Your obligations hereunder.

**11. 所有權和專利信息。** 知識產權的所有權及其中的所有權利，包括但不限於 CA 軟體，服務和文檔中，以及任何從其衍生的產品，的專利、版權、商標和商業秘密，以及因使用此類 CA 軟體，服務和文檔而產生的商譽均專





屬於 CA 公司和/或其許可人。您不得向本協議明確許可外的任何第三方提供或透露此類知識產權，且應採取適當措施（包括通過對您允許接觸此等信息的員工進行指導或做出約定）以履行您在本協議中的義務。

**12. Confidentiality.** “Confidential Information” means all information that is either marked as confidential or that a reasonable person would deem to be confidential based on the circumstances (including the source of the information) and industry practices. By way of illustration, CA Confidential Information includes, but is not limited to, CA Software, Documentation, technical data and information, methodologies and related documents, training materials, product plans and roadmaps, market strategies, business models, pricing and personnel data. You and CA agree to: (a) maintain in confidence the disclosing party’s Confidential Information to the same extent that the receiving party maintains its own proprietary information of similar kind and value; (b) not disclose the other party’s Confidential Information to any third party other than the receiving party’s authorized personnel who have a need to know such Confidential Information in connection with this Agreement, except as expressly permitted herein or otherwise with the disclosing party’s prior written approval; and (c) not use such Confidential Information for any purpose except those permitted by this Agreement. Notwithstanding the foregoing, (a) each party may provide or permit access to the disclosing party’s Confidential Information to the receiving party’s attorneys, independent accountants and financial advisors for the sole purpose of enabling such attorneys, independent accountants and financial advisors to provide advice to the receiving party, and (b) CA may provide or permit access to Your Confidential Information to its contractors, resellers and distributors who have a need to know such Confidential Information to assist CA with the activities contemplated or required of it by this Agreement; provided that in each such case the third party to whom Confidential Information is being disclosed is subject to obligations of confidentiality and non-use with respect to such Confidential Information substantially similar to the obligations of confidentiality and non-use set forth in this Section 12.

**12. 保密。** “保密信息”指標注為“保密”的信息或者合理人員根據情況（包括信息來源）及行業慣例認為應當保密的信息。舉例說來，CA 保密信息包括但不限於CA 軟體、文檔、技術數據及信息、方法及相關文檔、培訓資料、產品計劃及產品地圖、市場策略、商務模式、定價及人事資料。您和CA 雙方應遵從：(a) 信息接收方應像保護自己同等類型或價值的專有信息的方法對披露方的保密信息進行保密；(b) 除本協議明確許可或信息披露方事先另行做出書面同意外，任何一方不會將對方的保密信息向任何第三方披露（除需知悉與本協議有關的保密信息的信息接收方的授權人員外）；以及(c) 不得用於除本協議許可以外的其他目的。儘管存在上述規定，但(a) 任何一方可將信息披露方的保密信息向信息接收方的律師、獨立會計師及財務顧問提供或允許其接觸，並且其目的僅為使此等律師、獨立會計師及財務顧問向信息接收方提供諮詢意見；及(b) CA 可將您的保密信息向需要知悉該保密信息以協助CA 完成本協議預期或要求的活動承包商、轉售商或分銷商提供或允許其接觸，前提是在每一個此類的事件中，得知保密信息的第三方應當遵守與本條本質上類似的保密和不得使用的義務。

The obligations set forth in this Section 12 shall not apply with respect to any portion of such Confidential Information which: (a) is publicly disclosed by the disclosing party, either before or after it becomes known to the receiving party; (b) was known to the receiving party, without any obligation to keep it confidential, prior to when it was received from the disclosing party; (c) is subsequently disclosed to the receiving party by a third party that is lawfully in possession thereof and without obligation to keep it confidential; (d) has been published by a third party or otherwise enters the public domain through no fault of the receiving party or in breach of this Agreement; or (e) has been independently developed or acquired by the receiving party. Moreover, the receiving Party shall have the right to disclose any Confidential Information provided hereunder if, in the reasonable opinion of the receiving party’s legal counsel, such disclosure is necessary to comply with a court order or applicable law or regulation; provided that where reasonably possible, the receiving party shall notify the disclosing party sufficiently prior to making such disclosure so as to allow the disclosing party adequate time to take whatever action the disclosing party may deem to be appropriate to protect the confidentiality of the Confidential Information. For Confidential Information pertaining to CA Software and CA Intellectual Property, the obligations set forth above are indefinite. For all other Confidential Information, such obligations shall continue for five (5) years from the date of initial disclosure.

如果保密信息的任何部分滿足以下條件，本第12節規定的義務對該部分均不適用：(a) 在信息接收方獲得該保密信息之前或之後，信息披露方已公開披露的信息；(b) 信息接收方在從信息披露方獲得信息之前就已知悉的且無須承擔保密義務的信息；(c) 在接收方隨後從合法擁有該保密信息且沒有義務對其進行保密的第三方處獲得了該保密信息；(d) 已由第三方發布或者以其他非因信息接收方的過錯或違反本協議的方式進入公眾領域的



信息；或者(e)已由信息接收方獨自開發或取得的信息。此外，如果根據信息接收方法律顧問合理建議，認為有必要為遵守法庭指令或者法律法規而對本協議規定的任何保密信息進行披露，隻要信息接收方在合理的盡可能的情況下，在披露保密信息之前充分通知信息披露方從而給與信息披露方足夠的時間以採取任何披露方認為對於保護保密信息的保密性而言適當的措施，則信息接收方可以有權利公開任何保密信息。對於與 CA 軟體和 CA 知識產權相關的保密信息，以上規定的義務無限期保持有效。對於所有其他保密信息，此類義務應從最初披露之日起五(5)年內保持有效。

### **13. General.**

#### **13. 一般規定**

**a. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.**

**a. 消費者的任何不得放棄或不受合約限制的法定權利不受本協議任何規定的影響。**

**b. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.**

**b. 如果本協議的任何條款被裁定為無效或不可強制執行的，本協議的其余條款仍具有法律效力。**

**c. You agree that CA Software is subject to export controls of the United States of America and import controls of any other country in which the CA Software may be used. You agree to export, re-export or import CA Software only in compliance with such laws and controls.**

**c. 您同意CA 軟體受美國的出口管制以及能使用CA 軟體的其他國家的進口管制。您同意僅在遵守這些法律和管制規定的前提下出口、轉口或進口CA 軟體。**

**d. You agree to allow CA and its affiliates to store and use Your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to CA's affiliates, and to contractors, business partners, and assignees of CA and of its affiliates for uses consistent with their collective business activities, including communicating with You (for example, for processing orders, for promotions, and for market research). You represent that (i) You are duly authorized to provide personal data to CA and You do so lawfully in compliance with relevant legislation, (ii) CA and any entity within the CA group of companies (each a "CA Entity") or its subcontractors can process such data and (iii) CA may disclose such data to any CA Entity and its subcontractors for the purpose of satisfying its obligations to You and for marketing other CA products or services to You and may transfer such data to countries outside of the country of origin. CA, Inc is Safe Harbour certified and the CA Entities have committed to comply with relevant data protection/privacy legislation.**

**d. 您同意允許CA 及其關聯機構在其經營業務的任何地方保存及使用您的聯系信息，包括姓名、電話號碼及電子郵箱地址。這些信息將被處理並用於我們的業務聯系方面，並且可能被提供給CA的關聯機構，以及CA和關聯公司的承包商，業務伙伴和受讓人，用於集體商業活動，包括與您溝通（例如處理訂單，促銷和市場調研）。您聲明：(i) 您已被正式授權向CA提供私人信息，且您的這種做法合乎相關法律的規定；(ii) CA及CA 公司集團內的任何實體（每一個“CA 實體”）或者其分包商可對此類信息進行處理；及(iii) 為了更好的對您履行義務，以及向您提供其它CA產品或服務的促銷活動，CA可以向任何CA實體及其分包商批露這些信息，也可能將這些信息傳輸到原所在國以外的國家。CA 國際公司已通過安全港認證，並且CA 實體已承諾遵守相關的數據保護/隱私法規。**

**e. Neither You nor CA will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.**

**e. 除非當地法律不允許合約性放棄或限制，您或CA 均不可在訴因發生超過兩年後以本協議為依據提起訴訟。**

**f. Each of us shall be excused from performance of its obligations under this Agreement (except the obligations to make payment when due) to the extent that it is prevented as a result of delays caused by an act of God, earthquake, fire, flood, hurricane, severe weather or other natural disaster, war, civil disturbance, terrorist attacks, riots, strikes, lockouts, court order, internet or communication problems, power failures, or unauthorized access or theft.**

**f.** 因天災、地震、火災、水災、颶風、惡劣天氣或其他自然災難、戰爭、社會動亂、恐怖襲擊、暴亂、罷工、封鎖、法庭命令、互聯網或通信問題、電力故障或遭非法入侵或被盜等造成延誤而導致無法履行此協議下的義務，我們任何一方均免於履行本協議規定的義務（除到期付款義務外）。

**g.** The CA Software shall be delivered either by electronic delivery (“ESD”) or if CA requires in tangible media CPT, as defined in INCOTERMS 2010, from CA’s shipping point. CA agrees to be responsible for all customs duties and clearance and title to any CA hardware if included will pass upon point of delivery to carrier at CA’s shipping location. In the event of electronic delivery, no tangible personal property will be delivered. Such electronic delivery may not automatically provide for an exemption from applicable sales or use tax.

**g.** CA軟體應以電子交付方式（“ESD”）交付；或者，如CA需要通過有形媒介物，應以CPT（同2010年國際貿易術語解釋通則中相關定義）自CA裝運點起運的方式交付。CA同意承擔所有關稅並辦理結關手續，並且CA硬件（如包含）在CA裝運地交付后，其所有權應轉移給承運人。如果使用電子交付，則不會交付任何有形的動產。這種電子交付可能不會自動免除適用的銷售稅或使用稅。

**h.** This Agreement will not create any right or cause of action for any third party, nor will CA be responsible for any third party claims against You, except as permitted by the Limitation of Liability and Indemnity sections above.

**h.** 除了上述責任限制及賠償章節許可外，本協議不會為第三方設定任何權利或訴因，也不會使CA就第三方向您提起的索賠請求對您負責。

**i.** Any conflict or inconsistency among or between the terms and conditions of the documents comprising this Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Order Forms; (2) the SPD for the relevant CA Software or Maintenance (which shall include the CA Support Policy and Terms); (3) the MA; then (4) the Documentation for the relevant CA Software.

**i.** 若構成此協議的文檔中的條款和條件中或之間出現任何沖突或不一致，應按照以下優先級別來解決（從優先級最高的文檔到優先級最低的文檔）：（1）訂單；（2）相關CA軟體或維護的SPD（包括CA支持策略和條款）；（3）本MA；然后是（4）相關CA軟體的文檔。

**j.** This Agreement shall be governed, interpreted and enforced in accordance with the laws of China without regard to conflict of law principles. The courts of Beijing will have sole and exclusive jurisdiction with respect to any disputes arising out of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. To the extent allowable under law, You and CA each agree to waive the right to a jury trial.

**j.** 本協議適用中華人民共和國法律來管理、解釋和實施，不考慮法律原則之間的沖突。任何爭議應當由北京有管轄權的法院審理判決。《聯合國國際貨物銷售合同公約》將不適用於本協議。在法律准許的最大範圍下，您和CA均同意放棄陪審團審判的權利。

**k.** The Agreement and the documents referred to herein represent the entire agreement between CA and You with respect to this subject matter, and all other agreements, proposals, purchase orders, representations and other understandings concerning this subject matter, whether oral or written between the parties are superseded in their entirety by this Agreement. No alteration or modification of this Agreement will be valid unless made in writing and signed by the parties. In the event a purchase order is used, any terms thereon shall not apply.

**k.** 本協議及其中引用的文檔代表CA與您之間就此協議內容達成的全部協議，並取代雙方之間所有其他與此協議內容相關的任何口頭或書面形式的協議、提議、採購訂單、聲明和其他諒解。對此協議的變更或修改隻有通過書面形式並由雙方簽署后才能生效。如果使用的是採購訂單，則其上的任何條款將不適用。

**l.** You may not assign the Agreement, the use of any CA Software or Your rights and obligations under the Agreement without the prior written consent of CA. The Agreement shall be binding on the parties and all of their respective successors and assigns. CA may assign the Agreement by written notice to You.

**l.** 未經CA事先書面同意，您不可轉讓本協議、任何CA軟體的使用權或者您在本協議中的權利及義務。本協議對雙方及其各自的繼承人或受讓人均具有約束力。CA可以通過向您發送書面通知來轉讓本協議。





**m.** You agree to furnish CA with such information and access to Your facilities and Your Affiliates' facilities and records as CA may reasonably request in order to verify Your compliance with the Agreement. Such examination right shall survive the termination of this Agreement for a period of three (3) years. The limitation in Section 13e shall not apply to this Section 13m.

**m.** 您同意在 CA 為驗證您是否遵守此協議而提出合理請求時向 CA 提供此類信息以及對您的設施以及您的關聯機構的設施和記錄的訪問權限。這種檢查權利在此協議終止后的三（3）年時間內仍然有效。第 13. e 節中的限制對此第 13. m 節不適用。