

CA ACADEMIC INITIATIVE PROGRAM AGREEMENT

This Agreement ("Agreement") is made as of the _____ day of _____, 20__ ("Effective Date"), between CA, Inc. ("CA"), a Delaware corporation, with its principal office at One CA Plaza, Islandia, New York 11749, and _____ ("Institution") with its principal office at _____.

PURPOSE

The purpose of CA's Academic Initiative program ("CA Academic Initiative") is to make available certain Products under this Agreement to the Institution.

As consideration for the licenses granted by CA herein, the parties hereby agree as follows:

1. DEFINITIONS

"Institution" shall mean an educational institution that (a) has been duly accredited by a widely-recognized accreditation authority as an educational institution organized and operated for the sole purpose of teaching its matriculated students; and (b) has been accepted by CA, in its sole discretion, for participation in the CA Academic Initiative. Qualifications for approval are listed at <http://www.ca.com/academic>. "Institution" shall include Faculty, Staff, Students and employees of the Institution.

"Faculty" shall mean any personnel duly engaged by the Institution to teach or instruct Students and/or to conduct research on behalf of the Institution.

"Staff" shall mean any personnel duly engaged by the Institution to teach or instruct Students and/or to conduct non-commercial research or other development related activities on behalf of Institution.

"Students" shall mean students duly enrolled for educational courses made available or administered by the Institution.

"Products" shall mean Licensed Programs, Courseware, documentation and other resources available through the CA Academic Initiative.

"Licensed Program" shall mean CA's software, including any subsequent versions, releases or enhancements, if any, and related code, documentation and materials provided to the Institution by CA pursuant to this Agreement.

"Courseware" shall mean CA's internally developed courseware and materials that CA makes commercially available.

2. INSTITUTION RESPONSIBILITIES AND OBLIGATIONS

2.1 At all times, Institution will act in a professional and competent manner in connection with all of its activities as a participating member of the CA Academic Initiative hereunder. Institution shall avoid deceptive, misleading or unethical practices and refrain from making any representations or warranties to its Students, which are inconsistent with the policies of the CA Academic Initiative and Products established by CA.

2.2 Institution agrees to ensure that any Faculty, Staff or Student to whom Institution provides access to Products has read, understands, and agrees to be bound by the terms of this Agreement. Institution agrees to maintain records of all copies made of Products as set forth below.

2.3 Institution shall periodically provide to CA (i) a report on utilization of the Products, in a form that CA may reasonably request and (ii) reasonable access to Institution's facilities, to verify compliance with the provisions hereof.

2.4 Institution: (i) shall encourage certification opportunities to its Students, Faculty and Staff; and (ii) shall participate as a positive reference for the CA Academic Initiative, including marketing, promotional events, news releases, lists of CA Academic Initiative participants and the use of Institution's name and logo. Institution also agrees to be reasonably available as a reference account for queries from other potential CA Academic Initiative participants.

2.5 At CA's request, Institution shall provide to CA information relating to its courses and its use of the Products.

3. CA RESPONSIBILITIES AND OBLIGATIONS

While Institution continues its participation in the CA Academic Initiative, CA shall provide program benefits as defined at <http://www.ca.com/academic>.

4. PRODUCT USAGE

4.1 This Agreement authorizes Institution during the term of this Agreement to use the Product(s), covered by order form(s) accepted by CA (the "Order Form") on a non-exclusive, revocable, royalty-free basis, according to the terms of this Agreement and the applicable Order Form(s) for the Product(s). Use of the Product(s) is restricted to Institution's participation in the CA Academic Initiative and may not be used for Institution's internal operations or for the processing of its own data. Maintenance for the Products will be provided to Institution for as long as Institution continues to participate in the CA Academic Initiative.

4.2 Subject to all applicable export regulations, including but not limited to the Export Administration Regulations, 15 CFR 730-774, and the Office of Foreign Assets Control Regulations, 31 CFR 500 et al., the Institution may make Licensed Programs installed on its servers available for download onto any number of personal computers, laptops and other such devices used by Faculty, Staff and Students for use on or off Institution's premises but solely for the use as defined in this Agreement and the applicable Order Form(s). The Institution shall maintain records of any such downloads from its servers that will include at least the following information: Licensed Programs downloaded, date of download, and name and address of person receiving the Licensed Programs via a download. The Institution shall provide this information to CA upon request. No such copies of Licensed Programs may be otherwise copied or loaned to any parties other than those specifically designated herein. Faculty, Staff or Student may not copy or further loan a copy of the Licensed Programs to any third party. Institution shall be responsible for ensuring that the use of the Products by Faculty, Staff or Students shall be in full compliance with the terms and conditions of this Agreement and the applicable Order Form(s) (regardless of any license agreement that may appear during an installation process).

4.3 Except for (i) archive purposes or (ii) distribution for educational purposes as contemplated hereby, the Institution will not make or permit others to make copies of or reproduce any part of the Products in any form without the prior written consent of CA. In no event will the Institution decompile, disassemble or otherwise reverse engineer any Products or sell, lease, sublicense, rent, time share, offer a subscription service or service bureau, or assign, or in any way transfer the Products, or any interest thereto.

4.4 The Products may only be used for non-commercial use by the Institution, specifically limited to Faculty, Staff and Students, solely to: (a) develop, support, and conduct educational classes, labs, or related programs offered by Institution which have been approved for participation in the CA Academic Initiative and that have the purpose of instructing and/or training Students to develop and use the Products; (b) conduct non-commercial research projects utilizing the Products; and/or (c) design, develop, test, and demonstrate software applications or hardware that work in conjunction with the Products only for the purposes listed in this Agreement. The Institution shall not use the Products for general business purposes other than by Institution's employees engaged in support and user support of the Products and the management of compliance with the CA Academic Initiative. If the Institution creates a software program resulting from the proper Use of the Products consistent with this Agreement, then the Institution may commercially use and/or sell such software program upon the purchase of, and adherence to the terms and conditions of, a retail license of the applicable Products used to create such software program.

4.5 Institution shall not permit access to Products to/by any faculty, staff, student or employee who ceases its association with Institution. Any use of the Products by any such third parties shall be permitted only by obtaining a valid retail or other commercial license for any such Products.

4.6 At Institution's option, Faculty, Staff or Students may modify or translate the Courseware, or make derivative works from the Courseware ("Work Product"). Institution may own such Work Product. Upon request, Institution will provide CA with object and source copies of any such Work Product. Institution hereby grants to CA a perpetual, royalty-free, irrevocable, world-wide, non-exclusive object code and source code license to use, modify, copy, combine and distribute any Work Product and to create and distribute derivative works from such

Work Product on a royalty-free basis. Such Work Product does not include any newly created inventions, ideas or concepts, which are independent works of Institution or its Faculty, Staff or Students and which do not include any component of or reference to Products. The terms of this Agreement apply to each copy made.

4.7 CA retains all right, title, and interest in and to the Products, including any intellectual property rights therein. This Agreement is not a sale and does not transfer to the Institution any ownership in the Products or any patent, copyright, trade secret, or other proprietary rights thereto.

4.8 Except as expressly stated in Section 4.6, and notwithstanding anything contained in this Agreement to the contrary, in the event that the Institution makes any changes or modifications to the Product(s) ("Modifications"), the Institution agrees that such Modifications shall be the property of CA, unless CA shall have given its prior written consent to the contrary, and Institution hereby assigns absolutely all of Institution's right, title and interest in and to the Modifications to CA. Institution represents that it has obtained and shall obtain the necessary assignments from Faculty, Staff, Students and employees to effect the foregoing assignment.

5. PROPRIETARY NOTICES AND CONFIDENTIALITY

5.1 The Products contain trade secrets and are the proprietary property of CA and its third-party licensors. Institution will, and shall ensure that its Faculty, Staff, Students and its employees (together with the Institution, "Institution Parties") will keep Products strictly confidential and will not disclose or otherwise distribute Products to any third parties.

5.2 The Institution will not remove or destroy any proprietary markings of CA from the Products. Installing Products (or any proprietary material of CA not covered by this Agreement) on a web site that is accessible from outside the internal uses of the Institution is prohibited.

6. ADVERTISING AND TRADEMARKS

6.1 Institution must submit to CA for its prior written approval any and all advertising and sales literature of Institution, which refers to CA or includes any of the CA product names (the "CA Marks").

6.2 Institution shall comply with any guidelines relating to use of CA Marks as may be furnished to

Institution and revised by CA from time to time. CA shall not use Institution's name or logo in any advertising or other materials without the prior written consent of Institution.

7. NO WARRANTY

SUBJECT TO ANY STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, CA PROVIDES THE PRODUCTS "AS IS" AND MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SUITABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR THE WARRANTY OF TITLE OR NON-INFRINGEMENT. CA MAKES NO WARRANTIES HEREUNDER WITH RESPECT TO ANY HARDWARE EQUIPMENT WHICH CA MAY SUPPLY.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL CA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE. FURTHER, IN NO EVENT WILL CA BE LIABLE TO INSTITUTION OR ANY OTHER PARTY FOR ANY DIRECT DAMAGES WHICH MAY ARISE FROM THE USE, OPERATION OR MODIFICATION OF THE PRODUCTS, OR OTHERWISE UNDER THIS AGREEMENT. IN THE EVENT THAT THE ABOVE LIABILITY LIMITATION IS FOUND TO BE INVALID UNDER APPLICABLE LAW, THEN CA'S LIABILITY FOR SUCH CLAIM SHALL BE LIMITED TO THE AMOUNT OF US \$10,000.

9. TAXES AND DUTIES

To the extent that any fees are set forth, such fees are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency including, without limitation, federal, state and local sales, use, value added and personal property taxes, Institution agrees to pay any such tariffs, duties or taxes (other than franchise and income taxes for which CA is responsible) upon presentation of invoices by CA. Any claimed exemption from such tariffs, duties or taxes must be supported by proper documentary evidence delivered to CA.

10. TERM AND TERMINATION

10.1 This term of this Agreement shall extend for one (1) year from the Effective Date of this Agreement and shall automatically renew annually thereafter, subject to termination as set forth herein.

10.2 This Agreement shall automatically terminate upon delivery of notice of termination to Institution if Institution (a) makes an unauthorized assignment of this Agreement or (b) makes any unauthorized use of the CA Marks.

10.3 Either party may terminate this Agreement if the other fails to comply with any material provision of this Agreement and does not correct such failure within thirty (30) days after receipt of written notice of breach. In addition, either party may terminate this Agreement upon providing ninety (90) days prior written notice of such termination to the other party.

10.4 After termination or expiration, Institution will (a) not identify itself as an Institution under the CA Academic Initiative or otherwise associated with CA; (b) discontinue its use of Products, and other materials and advertising that includes any CA Mark; (c) discontinue its offering of its services under the CA Academic Initiative; and (d) return to CA all copies, in whatever media, of Products or other materials arising under the CA Academic Initiative in the possession of Institution or any Faculty, Staff or Student. Upon CA's notification of termination and except for termination by CA due to Institution's breach or default, Institution shall be permitted to continue using Products or other materials for thirty (30) days or until the end of the then-current semester, whichever is longer.

11. MISCELLANEOUS

11.1 This Agreement (including any attachments) is the complete and exclusive statement of the parties' agreement and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto. This Agreement may not be waived, altered, or modified except by a written agreement signed by CA and accepted by an authorized representative of CA. It is expressly agreed that any purchase order or other document provided by the Institution relating to any receipt of Products is an administrative document only and any preprinted provisions on such documents will not apply to this Agreement and are of no effect.

11.2 All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered or when deposited via postal mail, registered or certified, postage prepaid, return receipt requested, to the addresses set forth below:

To CA:
CA, Inc.
One CA Plaza
Islandia, New York 11749
Attn: General Counsel

To Institution:

Notice of change of address shall be given by written notice in the manner provided above.

11.3 No subcontract, assignment of rights, or delegation of duties shall be made by the Institution under this Agreement without the prior written approval of CA.

11.4 This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof.

11.5 Institution understands and acknowledges that all Products are controlled by U.S. export laws, including but not limited to the Export Administration Regulations, 15 CFR 730-774, and the Office of Foreign Assets Control Regulations 31 CFR 500, et al. Institution shall comply with all relevant import and export regulations, including but not limited to those adopted by the Office of Export Administration and the Office of Foreign Assets. The Institution certifies that, in accordance with the U.S. export laws, it will not permit the download and use of Licensed Programs by any individuals without obtaining any required authorization from the U.S. Government, including but not limited to individuals who are nationals or citizens of the following countries: Cuba, North Korea, Sudan, Syria and Iran. In addition, the Licensed Programs will not be used in any prohibited end-use, including but not limited to: nuclear end-uses; missile-related end-uses; or chemical-biological weapons-related end-uses without appropriate authorization from the

U.S. Government. The Institution agrees to provide CA a written, signed certification, on an annual basis on the anniversary of the execution of this contract, stating that:

“Institution’s use of the Licensed Program has been in compliance with the U.S. export laws, including the Export Administration Regulations and the Office of Foreign Asset Controls regulations. No exports or reexports of the Licensed Program have occurred without appropriate authorization of the U.S. Government.”

11.6 CA and Institution each agree that the other party is, and shall remain, an independent contractor. Nothing in this Agreement shall be construed to create or imply that either party is an agent of the other party. Institution will be solely responsible for payment of all compensation owed to Faculty and Staff, as well as for payment of all salary and wages, benefits, employment related taxes and worker's compensation insurance.

11.7 This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

The parties hereby acknowledge that they have read and understand this Agreement and agree to all the terms and conditions stated herein and attached hereto.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives.

CA, Inc.	Institution
By:	By:
Name:	Name:
Title:	Title: