



Order Form

CA, Inc. ("CA")
 520 Madison Avenue, 22nd Floor, New York, NY 10022

Effective Date of this Order Form:		Order Form #: (When using a Purchase Order, please reference this number thereby incorporating the terms, pricing and governing contract defined herein.)	
Customer Name: (which may be referred to as "Customer" or "You" or "Licensee" in the referenced Governing Contract below)			Customer ID No:
Customer Address:			
Billing Address:			
Billing Contact:		Phone:	E-mail:
Shipment Address:			
Shipping Contact:		Territory:	
Technical Contact:		Phone:	E-mail:
Name of Governing Contract: Simplified Master Agreement located at: https://support.ca.com/us/licensing/simplified-master-agreement.html			For Customer Administrative Purposes Only:
Governing Contract No. or Effective Date:			PO Required? PO #:
Applicable supplementary terms: CA Software and Education, if applicable is licensed pursuant to Specific Program Documentation identifying third party licensors and licensing model definitions at http://www.ca.com/licenseagreement . Support, if ordered, is provided pursuant to the CA Support policies at http://support.ca.com . Education, if ordered is provided pursuant to the Education Terms located at http://ca.com/education/terms SaaS, if ordered is provided pursuant to the SaaS Listings located at: http://www.ca.com/us/lpg/saas-knowledge-is-power.aspx			

Offer Expiration

The pricing and terms offered herein expire unless Customer executes and delivers this document to CA prior to 5 PM EST on the Effective Date, however this provision shall be null and void and have no legal effect if this document is countersigned by CA.

Payment Profile (USD)

Payment Date	License Fee	Subscription Fee	Support Fee	Services Fee	Education Fee	Total Fees Due

CA Mainframe Software Information (USD)

Mainframe CA Software	License Type*	Operating System	Authorized Use Limitation	Start Date**	End Date	Ship (Y/N)

*With respect to perpetual licenses, Start Date and End Date refer to the start date and end date for Support.

**If no date stated, the start date is the Effective Date of the Order Form. The dates set out in the CA Software tables shall in no way be deemed to impact or change the Effective Date of this Order Form.

All amounts are exclusive of taxes which will be payable in addition to the fees listed above.



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Mainframe CPU Information

As of the Effective Date of this (Choose one: Order Form, Product Renewal Notification, Amendment, etc.), Customer is running the Mainframe CA Software with the Authorized Use Limitation as listed in the (choose one: above grid/exhibit ___ as attached, etc.) on the following CPU(s):

Table with 4 columns: Make, Model, Serial Number, Location

CA Distributed Software Information (USD)

Table with 10 columns: Product Name, License Type*, Operating System, Authorized Use Limitation, Start Date**, End Date, Ship (Y/N), License Fee or Subscription Fee, Support Fee, Optional First Year Stated Renewal

*With respect to perpetual licenses, Start Date and End Date refer to the start date and end date for Support.

**If no date stated, the start date is the Effective Date of the Order Form. The dates set out in the CA Software tables shall in no way be deemed to impact or change the Effective Date of this Order Form.

All amounts are exclusive of taxes which will be payable in addition to the fees listed above.

SaaS Information: (USD)

Table with 7 columns: Available Functionality, Product Instance ID, Subscription Start Date, Subscription End Date, Authorized Use Limitation, Monthly Fee Per Unit, Total Fee for Term

All amounts are exclusive of applicable taxes which are payable in addition to the fees listed above.

Fees are based on services purchased and not actual usage, payment obligations are non-cancellable, fees paid are non-refundable, and the number of subscriptions purchased cannot be decreased during the term. The provisions of this document, including pricing, apply to the initial term only. Upon any renewal, CA's then current published SaaS offering provisions and pricing structure shall apply.

URL Information

As of the Effective Date of this [Agreement/Order Form/Amendment], Customer will be assigned and will have access within 24 hours to the following URL's:

Table with 4 columns: Product, Quantity, URL (one per requested quantity), AWS Region

CA Services Information: (USD)

Table with 5 columns: CA Services, Quantity, Variables (Users, Roles, App Servers; Students), Fixed Price or Time and Materials, Fees



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				Total Services Fees

Estimated Expenses

In addition to the Services fees stated above, Customer is responsible for all travel and out of pocket expenses incurred in the performance of the CA Services per the Services Master Agreement or CA's travel and expense policy.

Project Group	CA Services Payment Profile	Course Description/Milestone Description	Payment % Of Total	Fees Due (USD)

				Total CA Fees Due
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Invoices are due and payable as per the terms of the referenced Governing Contract or thirty (30) days from the date of invoice. In addition to the Services fees listed above, Customer agrees to pay any applicable tariffs, levies, duties or taxes.

CA shall have the right to increase the Time and Material rates or Fixed Price Fees for any Change Request that modifies the scope of Services, or if the Project has not commenced within three (3) months of the Effective Date specified herein, or if project activity is not in accordance with the agreed upon work plan.

Resource Table

Project Group	Role	Hourly Rate	Estimated Hours	Estimated Fees (USD)
	Total Estimated Hours and Fees Due			

Customer will be invoiced for actual hours of work performed, in accordance with the rates above. CA makes no representation or warranty that the Services described in this SOW will be completed within the estimated hours or estimated fee. CA may distribute the estimated hours among different roles as business requirements dictate, provided the total estimated fee for the engagement, including fees for any executed change requests, are not exceeded. The hours above are only available at the agreed upon rates for the scope of Services set forth herein.

Education Course Table (USD)

Course Code	Course Title	Delivery Format	Number of Students	Class Date (if provided)	Duration (hours)	Fees

All Education Course Fees and /or Training Credits Purchased are due and payable in full upon execution of this Order Form. You acknowledge and agree that you are required to draw down the Educational Funds set forth in the Order Form if otherwise unspecified prior to the Term End Date of one (1) year from the Effective Date of the Order Form. No refunds will be available for any unused portion of the Educational Funds.

Product Deliveries



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Any CA Software identified with "NO" under the heading entitled "Ship" above was previously delivered to Customer by CA and therefore will not be delivered to Customer again. CA Software identified with a "YES" will be delivered to Customer following execution of this order. 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 clearances 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. Any operating system identified as "Generic", "GA", or "MULTI-PLATFORM" denotes such operating systems for which the CA Software is made generally available by CA in accordance with CA current published specifications.

Audit

Within thirty (30) days of CA's written request, Customer agrees to furnish CA with such information and access to its facilities and its Affiliates' facilities and records as CA may reasonably request in order to verify its compliance with this Order Form and the Agreement. Such audit shall take place no more than once per twelve (12) month period and only during regular business hours on Customer business days.

Initial Payment: Wiring Information

Customer to wire the total initial payment due on or before the due date through a Same Day Fed Wire. For subsequent payments listed herein, CA will send Customer an invoice containing the applicable remit to address or updated wire transfer information at least 30 days prior to each respective due date. As of the date of this Order Form, the following wire transfer routing information applies:

Wells Fargo Bank NA, ABA# 121000248, Account Name: CA Inc., Lockbox Account#: 2000028313816.

New Product Clause Exclusion

Notwithstanding anything to the contrary in the Agreement, by and between the parties hereto: (i) the CA Distributed Software herein shall not be construed as a "New Product" for purposes of any prior agreement between the parties; and (ii) the provisions of any "New Product" provision in any prior agreement shall not apply to the CA Distributed Software herein or any subsequent license for CA Distributed Software.

Limited Remedy for Refund

Notwithstanding any term in the Customer's governing contract indicated above, the available remedy for any refund for a breach of warranty of CA Distributed Software shall be only available for ninety (90) days from the Effective Date of this Order Form. Following that date, any issues that result from a breach of warranty of the software's compliance to the Documentation shall be resolved according to CA's support policy if support is being provided for during the term of this Order Form.

Virtual Machine Technology

Where the CA Software with an Authorized Use Limitation of Engine, CPU, Server, or Appliance is used on multiple machines (physical and "virtual") each such use of the CA Software shall be counted for the purposes of determining the Authorized Use Limitation for that CA Software. A "virtual" PC and server environment is created where Virtual Machine Technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously.

CA Customer Reference Program



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CA may ask you to serve as a reference to other CA customers, or prospective customers, for the CA Software, SaaS, and/or Services during the term of this Order Form. CA will not ask you to serve as a reference more than four (4) times per calendar year.

Entire Agreement

This document, and any applicable exhibits or referenced Governing Contract and applicable supplementary terms as defined herein constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No term or condition contained in Customer's purchase order or similar document will apply unless agreed upon hereunder, even if CA has accepted the order set forth in such purchase order, and all such terms or conditions are otherwise hereby expressly rejected by CA. No modification or claimed waiver of any provision herein shall be valid except by written amendment signed by authorized representatives of Customer and CA.

CUSTOMER NAME

CA

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

