



CA, Inc., 520 Madison Ave., New York, NY US 10022, Tel: 800 225 5224 ("CA")

THIS TRIAL AND DEMONSTRATION AGREEMENT ("AGREEMENT") GOVERNS COMPANY'S USE AND EVALUATION OF THE CA PRODUCT. BY ACCEPTING THIS AGREEMENT IN THE MANNER INDICATED, COMPANY AGREES TO BE BOUND BY ITS TERMS. BY ENTERING INTO THIS AGREEMENT ON BEHALF OF COMPANY, YOU REPRESENT AND WARRANT YOU HAVE THE AUTHORITY TO DO SO. IF YOU DO NOT HAVE AUTHORITY OR IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT YOU MUST NOT DOWNLOAD, INSTALL OR USE THE CA PRODUCT. IF COMPANY HAS A WRITTEN LICENSE AGREEMENT WITH CA GOVERNING ITS EVALUATION OF THE CA PRODUCT ("EXISTING AGREEMENT"), THE TERMS OF THE EXISTING AGREEMENT SHALL GOVERN AND SUPERCEDE THIS AGREEMENT.

Definitions. "Company" means the licensee identified in the Transaction Document. "Customer Data" means information submitted by or entered by Company or automatically uploaded from Company for processing and storage by any Product provided to Company under this Agreement. "Product" means the CA product that is being made available to Company as set forth in the Transaction Document. "Quantity/Use Limit" means the quantity and usage limitation information specified in the Transaction Document. "Transaction Document" means the online CA order form presented to Company with this Agreement or such other ordering document mutually agreed to by Company and CA. "Product Availability Period" means the period during which the Product is licensed or made available for access as set forth in the Transaction Document, and as may be extended by CA. If no Product Availability Period is specified, the initial Product Availability Period shall be thirty (30) days.

CA hereby grants Company a license to use the Product(s) during the Product Availability Period together with any hardware supplied by CA (if any) for evaluation purposes only at the Company's address (or an end user address) set forth in the Transaction Document in accordance with the authorized Quantity/Use Limit. Products may not be used in a live production environment (except as otherwise agreed to by CA in the Transaction Document) or used for development or any other commercial purposes. This Agreement shall not be construed as a grant by CA of any other license or rights relating to the Product(s) and is not intended to replace any standard CA license agreement for production use. Title and ownership to the Products will at all times remain with CA and Company acknowledges that each Product constitutes confidential and proprietary property of CA. CA shall have a royalty free, worldwide, irrevocable, perpetual license to use and incorporate into the Product(s) any suggestions, enhancement requests, or other feedback provided by Company relating to the Product(s) without restriction.

CA reserves the right to terminate Company's access to or use of the Product(s) at any time and for any reason, and Company agrees to promptly return, destroy, and discontinue use of the Product(s) and all related materials as instructed by CA. Where hardware was supplied by CA with the Products, the Company shall return the hardware to CA, or CA's designated supplier.

Company shall keep strictly confidential all materials and information provided by CA. Company may not copy or disclose any CA intellectual property to any third party or use the same for any purpose other than the evaluation of the Product(s). Company shall not (a) modify, reverse compile, reverse engineer, reverse assemble, benchmark or perform competitive analysis on all or any portion of the Products except solely to the extent permitted under applicable law without the possibility of contractual waiver, (b) except as specified in a Transaction Document, distribute, disclose, market, rent, lease, assign, sublicense or transfer the Products to third parties, or (c) transfer the Products to a different computer, location or site without the prior written consent of CA. Company acknowledges that the Product is subject to control under U.S. law, including the Export Administration Regulations (15 CFR 730-774) and agrees to comply with all applicable import and export laws and regulations and further agrees that the Product will not be exported, re-exported or transferred in violation of U.S. law or used for any purpose connected with chemical, biological or nuclear weapons or missile applications. This Agreement may not be assigned or transferred to any third party either directly or by operation of law without CA's prior written consent.

For any Product(s) provided to Company under this Agreement (either in a SaaS or on-premise environment), Company agrees not to provide any personal data or information, including but not limited to any health, payment card or other sensitive personal information that imposes specific data security obligations for the processing of such data, unless it is a supported feature in CA's documentation for the Product(s). If Company provides or shares any personal data to or with CA as in connection with the Product(s), then Company represents that (i) it is duly authorized to provide personal data to CA and it does so lawfully in compliance with relevant legislation, (ii) CA and any entity within the CA group of companies or its subcontractors can use such data for the purposes of performing its obligations, and (iii) CA may disclose such data to any CA entity and its subcontractors for this purpose and may transfer such data to countries outside of the country of origin, which may include countries that are not deemed adequate under applicable data protection laws. For more information on CA's data transfer policies and procedures, please visit CA's Privacy (<http://www.ca.com/privacy>) and Data Transfers (<http://www.ca.com/data-transfers.aspx>) webpages or contact CA before sharing or providing any personal data. CA may collect, modify, and analyse meta data and/or operations data that does not contain any Customer Data, such as system log files and transaction counts that relate to system utilization and performance statistics, all as deemed necessary by CA. CA may delete Customer Data from the Product(s) for any reason and at any time without notice.

COMPANY AGREES THAT CA MAKES NO WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS AND THAT IN NO EVENT WILL CA BE LIABLE TO COMPANY OR TO ANY OTHER PARTY FOR ANY DAMAGES, LOSS OR LIABILITY, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGE, LOSS OR LIABILITY, TIME, MONEY OR GOODWILL WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM OR RELATED TO COMPANY'S OR ANY OTHER PERSON'S USE OF THE PRODUCTS WHETHER IN CONTRACT, TORT, FOR BREACH OF STATUTORY DUTY OR OTHERWISE TO THE EXTENT PERMITTED BY LAW. ALL MATERIALS PROVIDED BY CA HEREUNDER ARE PROVIDED "AS IS" AND CA PROVIDES NO SERVICE LEVEL AGREEMENTS OR WARRANTIES OF ANY NATURE. ANY DATA ENTERED OR CONFIGURATIONS OF THE PRODUCTS DURING THE TRIAL PERIOD MAY NOT BE AVAILABLE AFTER THE TRIAL PERIOD.

This Agreement shall be governed and construed in accordance with the laws of the State of New York.