jak bude Zákazník požadovat nebo považovat za vhodné (dále jen „Modifikace"), nicméně takovéto Modifikace zneplatní záruky nebo (případný) odškodnění poskytnuté společnosti CA a osobami, které jí poskytly licenci, či jejími subdodavateli.

7.5. Společnost CA uděluje Zákazníkovi nevýhradní, omezenou, nepřevoditelnou licenci na užívání Dodávek a Modifikací pro interní obchodní účely, a to za podmínek Smlouvy. Mají-li být Dodávky nebo Modifikace užívány ve spojení s Plněním CA, pak bude licence na užívání Dodávek nebo Modifikací v souladu s omezeními použití, jak budou uvedeny v licenční smlouvě na takové Plnění CA.

8. ZÁRUKA

8.1. Společnost CA ručí za to, že i) bude poskytovat Služby a Školení, jak je podrobně uvedeno v příslušném SOW; a ii) Dodávky poskytnuté na základě Transakčního dokumentu budou v souladu s Dokumentací služeb po dobu třiceti (30) dnů ode dne dodání.

8.2. Zákazník podá písemné oznámení o uplatnění nároku ze záruky ve lhůtě třiceti (30) dnů ode dne dodání (dále jen „Oznámení") Služeb nebo Školení, o němž tvrdí, že je vadné, nebo ode dne dodání, které vedlo ke vzniku nároku ze záruky, v případě Dodávky. Nebude-li Oznámení doručeno společnosti CA, pak budou Dodávka, Služby a/nebo Školení považovány za dodané v souladu s povinnostmi ze záruky.

9. PROSTŘEDEK NÁPRAVY VE VZTAHU K ZÁRUCE

9.1. V případě porušení výše uvedeného článku o Záruce ze strany společnosti CA bude prostředkem nápravy Zákazníka, dle uvážení společnosti CA a po projednání se Zákazníkem, bezúplatné opakované poskytnutí Služeb a/nebo Školení Zákazníkovi nebo vratka příslušných zaplacených poplatků Zákazníkovi (nebo Partnerovi CA), které budou odpovídat dotčeným Službám, příslušné Dodávce nebo Školení. Tyto prostředky nápravy jsou podmíněny následujícím: i) že Dodávka nebyla ze strany Zákazníka modifikována; a ii) že údajné porušení nevzniklo v důsledku porušení povinnosti Zákazníka plnit své povinnosti definované v příslušném Transakčním dokumentu nebo z nesplnění jeho povinnosti řídit se Dokumentací služeb. Výše uvedené prostředky nápravy ze záruky jsou v maximálním rozsahu přípustném dle použitelných právních předpisů jedinou povinností společnosti CA a jediným a výlučným prostředkem nápravy Zákazníka ve vztahu k porušení výše uvedené záruky.

10. POŽADAVEK ZMĚNY

10.1. Na žádost Zákazníka nebo společnosti CA může být rozsah Služeb upraven prostřednictvím vzájemně dohodnuté objednávky změny, v níž bude uveden dopad případných změn, včetně poplatků nebo jakéhokoli jiného aspektu poskytování Služeb.

BROADCOM®
connecting everything+

The term "Broadcom" refers to Broadcom Inc. and/or its subsidiaries.

1. INTRODUCTION

1.1 This Foundation Agreement ("Foundation Agreement") between the applicable Regional CA Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("CA"), and your organization, is effective on the date set forth in the referencing Transaction Document which identifies the "Start Date" and specifies the terms and conditions agreed between the Parties as a foundation for their relationship as further defined in the applicable Modules.

1.2 With respect to the CA Offering, additional terms shall be included in a Module, while terms specific to each individual order from Customer or CA Partner shall be set forth in the Transaction Document(s) for such order.

1.3 This Foundation Agreement may incorporate any applicable Module referenced in the "Governing Contract" section of the applicable Transaction Document.

2. DEFINITIONS

2.1 "Agreement" means this Foundation Agreement, the applicable Module, the applicable Transaction Document, and any document incorporated expressly therein by reference.

2.2 "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

2.3 "CA Offering" means the individual offering (such as software, services, education, software as a service or support).

2.4 "CA Partner" means an authorized reseller selected by the Customer.

2.5 "CA Software" means the computer software programs (including software programs branded as Symantec software), either provided individually or packaged as a software appliance, made generally available and licensed to a Customer under the applicable Module pursuant to the applicable Transaction Document including all versions and releases, provided as part of CA Maintenance if applicable.

2.6 "Confidential Information" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, CA Offerings, Documentation, the Agreement, CA provided pricing, and any benchmark data and results produced.

2.7 "Documentation" means the technical product specifications and/or user manuals, published by CA or a CA Affiliate.

2.8 "Module" means the additional terms and conditions applicable to a CA Offering.

2.9 "Order Confirmation" means an electronic receipt, issued by CA or a CA Affiliate, confirming the Software title, version, quantity (based on metric, meter and/or model), and Support acquired.

2.10 "Party" or "Parties" means individually and/or collectively CA and/or the Customer.

2.11 "Personal Data" means any information relating to (i) an identified or identifiable person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable data protection laws), provided in connection with the Agreement.

2.12 "Taxes" means any applicable sales tax, value-added tax (VAT), goods and services tax (GST), consumption tax, ISS, PIS and COFINS or any other applicable taxes.

2.13 "Term" means the period during which the CA Offering is provided as specified in the Transaction Document.

2.14 "Transaction Document" or "Order Form" means a mutually agreed ordering document such as a CA quote, order form, or statement of work for the specific CA Offering licensed or purchased which is either executed or in the case of a quote and purchase order ("PO"), issuance of a PO referencing such quote which issuance constitutes acceptance of the quote and formation of contract.

3. ORDERING AND DELIVERY

3.1 Under the terms of this Agreement, Customer and any Customer Affiliate incorporated in the same jurisdiction as Customer, may purchase directly from CA or through a CA Partner, and CA shall provide the specific CA Offering subject to the terms of the applicable Module. All Customer Affiliates incorporated in a different jurisdiction than Customer, must sign a participation agreement with CA to adopt and adhere to the terms of this Agreement.

3.2 The CA Offerings, (and any hardware components if included within your Transaction Document), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2010, from CA's shipping point as indicated in the Transaction Document or by electronic delivery (ESD). Customer agrees to be responsible for all customs, duties, import clearances, title, and risk of loss to any CA hardware, if included, will pass upon point of delivery to Customer's carrier at CA's shipping location. For non US customers, title to the hardware product transfers when the product leaves the national territory of the US.

3.3 In the event of a payment or set off issue relating to one CA Offering, such payment issue shall not impact any other obligation to pay for any CA Offering provided to Customer.

4. CONFIDENTIALITY

4.1. The Parties agree that when receiving Confidential Information from the disclosing Party, that the receiving Party shall hold it in confidence and shall not disclose or use such information except as necessary to carry out the purpose of this Agreement. The receiving Party shall treat the disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care. Confidential Information may be disclosed to receiving Party's employees, affiliates, agents, financial advisors, contractors and attorneys on a need-to-know basis and the receiving Party shall ensure that such persons preserve and use such Confidential Information pursuant to the terms of the Agreement.

4.2. The receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.

4.3. For the purposes of the Agreement, Confidential Information shall exclude: (i) information which the receiving Party has been authorised in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.

4.4. Nothing in the Agreement will (i) preclude CA from using the ideas, concepts and know-how which are developed in the course of providing any CA Offerings to Customer or (ii) be deemed to limit CA's rights to provide similar CA Offerings to other customers. Customer agrees that CA may use any feedback provided by Customer related to any CA Offering for any CA business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.

4.5. The receiving Party agrees, upon request of the disclosing Party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.

4.6. In the event of a breach of this section, the disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance or any other form of equitable relief deemed appropriate by a court of competent jurisdiction. For any Customer or CA Confidential Information that constitutes a trade secret under applicable law, the obligations of this section will continue for so long as such trade secret status is maintained by the disclosing Party. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

5. FEES

5.1 To the extent permitted by law, Customer shall issue and provide CA a purchase order ("PO"), or a series of POs, for the full term and total fees that are due contemporaneously with the execution of each Transaction Document.

5.2 Unless an alternative date of payment is set out on the Transaction Document, payment is due upon CA's due date as specified on the invoice. Customer agrees to pay Taxes in addition to the fees when such payments are due. Customer (a) may only withhold tax as required by law, subject to the application of any reduced rate allowed in an income tax treaty or otherwise, (b) shall request all documentation required for the reduction of withholding tax, and (c) shall provide proof of payment of the withholding tax for credit relative to the applicable invoice(s).

5.3 If indicated on the Transaction Document, Customer may pay initial payment due on or before the due date (as stated in the applicable Transaction Document) through a same day fed wire. For other payments required by Customer, CA, or CA Partner, will send Customer an invoice containing updated wire transfer information at least thirty (30) days prior to each respective due date or as otherwise agreed to between Customer and the CA Partner. CA reserves the right to change credit or payment terms at CA's discretion if Customer's or CA Partner's financial condition or previous payment history so warrant.

5.4 A Customer issued PO may be used to accept terms of a Transaction Document in place of a signature on the Transaction Document itself as long as Customer references a Transaction Document including the appropriate reference number if applicable.

5.5 In the event a payment due date falls on a weekend or a holiday the payment shall be payable by Customer to CA on the business day immediately prior to such date.

5.6 Failure to timely remit payment of all amounts set forth in a Transaction Document or under any other agreement with CA, Broadcom Inc. or any Broadcom entity, shall after written notice from CA and a reasonable opportunity to remit such payment by Customer, to the full extent permitted by applicable law, relieve CA of any and all support obligations hereunder and all Customer subscription use rights shall be suspended until payment is tendered at which time use rights and support shall recommence. CA reserves the right to impose late fees as may be permitted by law on any past due amounts.

5.7 During the Term, CA may increase the fees hereunder for the CA Offerings up to 10% annually by providing Customer with advance notice including through pricing notices posted at the CA support website no less than ninety (90) days prior to such changes taking place but in no event will CA purport to effect a price change while in any particular calendar year (i.e., price changes will only be effective on January 1 of the year following that in which notice was provided).

5.8 CA may assign its payment rights, or grant a security interest in, this Agreement and any Transaction Document hereunder to a third party without requiring such third party to be liable for the obligations of CA under this Agreement or Transaction Document, provided CA remains directly

responsible for performance of its duties hereunder and that Customer's obligations are not otherwise affected.

5.9 In the event Customer orders a CA Offering through a CA Partner (or that partner's resale channel), this Foundation Agreement, excluding all of Section 5 (except Section 5.8), shall apply to Customer.

6. TITLE

6.1. CA retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all CA Offerings and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

7. WARRANTY

7.1. Each Party represents and warrants that it has the legal power to enter into the Agreement.

7.2. CA represents and warrants that it owns or otherwise has sufficient rights to grant Customer the rights defined in any Transaction Document and/or Module.

7.3. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR SELECTING CONFIGURATIONS, POLICIES AND PROCEDURES IN THE CA OFFERING(S) THAT ARE CONFIGURABE INCLUDING, WITHOUT LIMITATION, THE SELECTION OF FILTERED CATEGORIES AND WEB APPLICATION CONTROLS, AND FOR ASSURING THAT THE SELECTION (A) CONFORMS TO CUSTOMER'S POLICIES AND PROCEDURES AND (B) COMPLIES WITH ALL APPLICABLE LAWS.

7.4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTIES AND THOSE SET FORTH WITHIN THE APPLICABLE TRANSACTION DOCUMENTS AND/OR MODULES ARE THE SOLE WARRANTIES PROVIDED BY CA. NO OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, INCLUDING THAT THE CA OFFERING IS ERROR FREE, ARE MADE BY CA OR ITS SUPPLIERS.

8. INDEMNIFICATION

8.1. CA will indemnify, defend and/or, at its option, settle any third party claims that Customer's use of the specific CA Offering licensed or purchased by Customer under this Agreement infringes any valid US patent or copyright within the jurisdictions where Customer is authorized to use the CA Offering at the time of delivery provided that: (i) Customer gives CA prompt written notice thereof and reasonable cooperation, information and assistance in connection therewith; (ii) CA shall have sole control and authority with respect to defense or settlement thereof; and (iii) Customer takes no action that is contrary to CA's interest. CA may, at its option and expense: (a) procure for Customer the right to continue to use the CA Offering; (b) repair, modify or replace the CA Offering so that it is no longer infringing; or (c) provide a pro-rated refund of the fees paid for the CA Offering (directly or through the CA Partner) which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that CA is notified of the third party claim. If the CA Offering is CA Software, and is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.

8.2. CA shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the CA Offering except a modification by CA, (ii) if the CA Offering is not being used in accordance with CA's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a CA published update or patch, (iv) if the alleged infringement is a result of use of the CA Offerings in combination with any third party product, or (v) if the applicable fees due for the specific Transaction Document have not been paid or Customer is otherwise in breach of this Agreement. The indemnifications contained herein shall not apply and CA shall have no liability in relation to any CA Offering produced by CA at the specific direction of Customer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CA REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

8.3. Each Party shall indemnify the other against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses finally awarded as a result of a third party action alleging a bodily injury or death which arises under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortuous conduct on the part of the indemnifying Party.

8.4. Customer shall indemnify CA against any claim that any data, materials, items or information supplied to CA under the Agreement infringes any US patent, copyright or trademark within the jurisdictions where CA is provided with such information.

9. **LIMITATION OF LIABILITY**
9.1. EXCEPT IN THE CASE OF A BREACH OF CONFIDENTIALITY, TITLE, AND OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW A) NEITHER PARTY (INCLUDING ANY OF CA'S SUPPLIERS) SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF CUSTOMER DATA BY USE OF ANY CA OFFERING, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES, EXCEED TWO TIMES THE AMOUNTS PAID BY CUSTOMER FOR THE CA OFFERING THAT GAVE RISE TO THE BREACH IN THE TWELVE MONTHS PRIOR TO THE DATE SUCH BREACH OCCURRED.

10. TERM & TERMINATION
10.1 This Foundation Agreement shall continue in effect unless otherwise terminated in accordance with this section.

10.2 This Foundation Agreement and/or applicable Module(s) and/or the applicable Transaction Document may be terminated by either Party (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to either cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such

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notice; (b) upon insolvency of the other Party, if permitted by law. The foregoing notwithstanding, any breach by Customer of licenses and/or rights granted pursuant to this Agreement shall constitute an incurable material breach by Customer; and, CA may immediately terminate all of Customer's use rights and licenses, (subscription-based, perpetual, access and use), upon written notice to Customer, and Customer must either: a) delete all full or partial copies of the CA Software and SaaS instances from all computing or storage equipment, and verify such deletion in a statement signed by a Vice-President or a duly authorized representative and sent to usage.reporting@broadcom.com, or b) return to CA all full or partial copies of the CA Software. Such termination shall not relieve Customer from its obligations as set forth within the related Transaction Document.

10.3 Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Foundation Agreement or the Agreement. Excepting for termination based on CA's uncured material breach, all fees are non-cancellable and non-refundable unless a prorated refund applies. In the event of termination by CA for an uncured material breach by Customer, all fees shall immediately become due and payable.

10.4 Customer may terminate this Agreement provided that Customer also terminates each and all other agreements (direct or indirect or whether or not related to this Agreement) under which Customer may procure any CA offering (but in all cases excluding any hardware offerings and associated support contracts therefor) together with each and all Transaction Documents (or any order forms or other ordering documents) in effect between the Parties as of the date of termination (collectively, for purposes of this section, the "Agreement"), without cause and without further charge or expense at any time, immediately upon written notice to CA sent to usage.reporting@broadcom.com. On or after the termination date, with the exception of any fully paid-up Perpetual Licenses if the termination is effective after the initial Term, Customer must either: a) delete all full or partial copies of the CA Software from all computing or storage equipment, and verify such deletion in a statement signed by a Vice-President or a duly authorized representative and sent to usage.reporting@broadcom.com, or b) return to CA all full or partial copies of the CA Software. Once Customer's verification or the CA Software copies are received, CA will pay Customer, or CA Partner, a pro-rata refund of any License, SaaS and/or Support fees Customer or CA Partner pre-paid ("Refund Fees") in accordance with the paragraph below. Refund Fees will be calculated on the number of months remaining in the Term (which for the purposes of this calculation will be deemed to commence from the date Customer's verification or the CA Software copies are received) of the Transaction Document eligible for the refund. If the CA Software is licensed under a Perpetual License, Customer, or CA Partner as appropriate, will receive a pro-rated refund of the License Fee paid to CA only if notice of termination is issued during the initial Term of the applicable Transaction Document.

10.5 Notwithstanding the foregoing paragraph, if the Agreement is terminated without cause, neither Party shall have further obligations under the Agreement, except that the Parties shall remain bound by the obligations within the Survival section of this Foundation Agreement. Refund Fees will be paid within sixty (60) days to Customer (or CA Partner who will process the invoicing or

reimbursement of fees to Customer as appropriate and under the commercial terms between the CA Partner and Customer), from the date Customer's verification or the CA Software copies are received, and any unpaid fees reflecting the CA offerings delivered prior to the termination date shall become immediately due.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. Choice of Law; Venue. Depending on the Regional CA Entity that is a Party to this Agreement, the exclusive governing law, jurisdiction, designated arbitral body, arbitration rules and seat shall be as set forth below; except for any action related to non-payment, which may be brought in any court of competent jurisdiction:

Regional CA Entity	Governing Law	Jurisdiction	Arbitration Organization, Rules, and Seat
CA, Inc.	State of California	State and/or Federal Courts located in Santa Clara County, California	The American Arbitration Association ("AAA"); AAA Commercial Arbitration Rules; Seat of arbitration in California.
CA Europe Sarl	Switzerland	State and/or Federal Courts located in République et canton de Genève, Switzerland	International Chamber of Commerce ("ICC"); ICC Rules of Arbitration; Seat of arbitration in Geneva.
CA Programas de Computador	Brazil	State Courts located in São Paulo, SP, Brazil	The American Arbitration Association Commercial Arbitration Rules; Seat of arbitration in Sao Paolo.
CA (Singapore) Pte Ltd.	Singapore	Courts of Singapore	The Arbitration Rules of the Singapore International Arbitration Centre; Seat of arbitration in Singapore.
CA Services, LLC	State of California	State and/or Federal Courts located in Santa Clara County, California	The American Arbitration Association ("AAA"); AAA Commercial Arbitration Rules; Seat of arbitration in California

The Agreement will not be governed by the following, the application of which is hereby expressly excluded: (a) the conflict of law rules of any jurisdiction, (b) the United Nations Convention on Contracts for the International Sale of Goods, and (c) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. The Parties further agree to accept service of process in accordance with the rules/procedures of the arbitral body or relevant court (as applicable), except that the Parties hereto irrevocably waive any objection that service of process must conform to the Hague Service Convention or other applicable law or treaty regarding service of process.

11.2. Dispute Resolution. Any dispute, claim or controversy arising out of relating to the Agreement ("Dispute") shall be resolved as provided in this Section.

11.2.1. Informal Dispute Resolution. Save for Disputes relating to unpaid amounts, before initiating any formal proceeding relating to a Dispute, the Parties shall meet as frequently and as often as they reasonably deem necessary to negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve the Dispute within thirty (30) days of initiating the discussions, then each Party shall appoint one (1) senior executive who is not directly involved on a day-to-day basis with the subject matter of the Agreement, and those senior executives shall negotiate the matter in good faith. A formal proceeding relating to a Dispute shall not be commenced until the earlier of: (i) the good faith determination by one of the appointed senior executives that resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the appointed senior executives. Nothing in this paragraph shall be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue injunctive remedies deemed reasonably necessary to protect its interests.

11.2.2. Arbitration. Except as set forth in this paragraph, any Dispute shall be resolved by confidential arbitration. The place of the arbitration, governing law and applicable rules shall be as set forth in Section 11.1 (Choice of Law; Venue). The arbitral tribunal shall consist of three (3) arbitrators: one selected by each Party, and the third to be agreed upon by the Parties (and if agreement cannot be reached, designated by the arbitral body), which third arbitrator shall be the Chairperson. The language of the arbitration shall be English. The dispute shall be finally settled within twelve (12) months after constitution of the arbitral tribunal. The Parties agree to request a written explanation/opinion in connection with any award. Judgment on the award rendered by the arbitrators may be enforced in any court having jurisdiction thereof. Notwithstanding anything to the contrary in this paragraph, either Party may: (i) apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory injunctive relief; or (ii) seek redress in any court of competent jurisdiction in order to enforce its intellectual property rights or protect Confidential Information. The Parties shall have a right to appeal an arbitral award to a court of competent jurisdiction in order to set aside the award.

11.3. In any formal action or proceeding arising from a Dispute or relating to non-payment, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees from the other Party.

12. GENERAL TERMS

12.1. Amendments. The terms of the Agreement may only be amended by mutual written agreement of the Parties.

12.2. Force Majeure. Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, pandemic, epidemic, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

12.3. Order of Precedence. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) CA's global Data Processing Addendum (DPA) to the extent one is in place between the Parties, (3) the applicable Specific Program Documentation or SaaS Listing, (4) the relevant Module; (5) this Foundation Agreement. Notwithstanding this Order of Precedence, any terms that may appear on a Customer's purchase order that vary from the Agreement (including without limitation pre-printed terms) shall be deemed null and void.

12.4. Independent Contractors. The Parties expressly agree that the relationship between them is that of customer-independent contractor.

12.5. Customer acknowledges and agrees that CA will process Personal Data as part of the provision of the CA Offerings in accordance with, and for the purposes defined in, CA's Privacy Policy available at https://www.broadcom.com/privacy including: (i)management of Customer relationship; (ii) sales administration (e.g. management of products and services, ordering and invoicing, contract management, technical support renewal management); (iii) CA products/services related communications including technical support information such as new versions or updates; (iv) management of branded products and services entitlement; (v) marketing of branded products and services; (vi) development of threat intelligence resources aiming at ensuring and improving the ability of networks and systems to resist unlawful or malicious actions compromising the security of information and services accessible via such networks and systems; (vii) development and enhancement of branded products and services; (vii) compliance with applicable laws and regulations (all of the above being defined as CA Processing). Customer hereby authorizes CA to make necessary transfers of Personal Data and that any CA Affiliates and subcontractors may process such Personal Data for the purposes of providing the CA Offering contemplated under the Agreement. In the event that Personal Data of Customer is transferred from the European Union, the European Economic Area and/or their member states, 5witzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of the data protection laws of the foregoing territories ("Restricted Transfers"), CA complies with the provisions

of the General Data Protection Regulation ("GDPR"), and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, with respect to such Restricted Transfers. Where CA is a processor for Customer under the GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, CA's processing shall be subject to and in accordance with CA's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses (SCC) for international data transfers incorporated in it, located at: https://www.broadcom.com/privacy. Where a CA Partner processes Personal Data on behalf of the Customer under the GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, the CA Partner shall be responsible for entering into a relevant data processing agreement with Customer. Customer has been advised that during the term of the Agreement CA will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, including for the purposes of CA Processing (as defined above).

12.6. Assignment. Neither Party shall assign the Agreement or any of its rights or delegate any of its duties under the Agreement, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that CA shall have the right to assign the Agreement or any of its rights or delegate any of its duties under the Agreement at any time to any CA Affiliate(s), or to a successor in interest of all or substantially all of the business to which the Agreement relates. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void.

12.7. Import Export. Customer acknowledges that the CA Offering(s) is subject to control under U.S. law, including the Export Administration Regulations and agrees to comply with all applicable import and export laws and regulations. Customer agrees that the CA Offering(s) 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, nor be transferred or resold, if Customer has knowledge or reason to know that the CA Offering(s) are intended or likely to be used for such purpose.

12.8. Legal Compliance. Customer shall comply with applicable federal, state, local laws, regulations and ordinances, and all other applicable laws and regulations in the performance of this agreement and use of any CA Offering. CA may suspend performance if Customer is in violation of applicable laws, regulations, or ordinances.

12.9. Critical Applications. The CA Offerings are not fault tolerant and use of the offerings is prohibited for on-line control equipment in hazardous environments requiring fail-safe performance, such as the operation of aircraft navigation or aircraft communications systems, air traffic control, life-support systems, human implantation, nuclear facilities or systems, weapons systems, or any other application where failure of the offering could lead to death, personal injury, or severe physical or environmental damage.

12.10. Announcements. Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.

12.11. Notice. Any notice required or permitted by the Agreement shall be given in writing, will refer to the Agreement and will be personally delivered or sent by a reputable overnight courier service (e.g., FedEx, UPS, DHL, etc.), electronic transmission (email) or registered or certified mail (return receipt requested) to the other Party's legal department at the address set forth in the Agreement, or such other address as is provided by notice as set forth herein. Notices shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

12.12. Headings. The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.

12.13. Validity. In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

12.14. Third Parties. This Agreement shall not create any rights in favor of, or any obligations owed by, any third party unless otherwise expressly defined in any Module. The Parties agree that any action arising from this Agreement shall solely be brought by Customer or CA.

12.15. Survival. Sections pertaining to Dispute Resolution, Choice of Law, Confidentiality, Title, Warranty, Limitation of Liability, Termination, and Import Export shall survive termination of this Foundation Agreement.

12.16. Entire Agreement. The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.

1. INTRODUCTION

1.1 This Module for CA Software ("Software Module") between the applicable Regional CA Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("CA"), and Customer, ("Customer"), is effective on the date set forth in the referencing Transaction Document, and specifies the terms and conditions which apply to CA Software that CA will license to Customer and the Support that applies.

1.2 This Software Module incorporates by reference the terms of the Foundation Agreement effective on the date set forth in the referencing Transaction Document between CA and Customer (or CA Partner). Any capitalized terms used in this Software Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1 "Authorized End Users" means Customer, Customer Affiliate(s) and their employees and independent contractors (but excluding any outsourcer, facilities management provider, managed service provider, or application service provider unless Customer explicitly takes full responsibility and liability for such party's act and omissions) that are bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Customer and not a third party.

2.2 "Authorized Use Limitation" or "Meter" means the quantity of the CA Software licensed in accordance with the License Metric specified in the Transaction Document.

2.3 "Distributed Software" means the CA Software designated as distributed that is generally used for independent usage across individual systems or hardware based on the License Metric in a decentralized form of computing.

2.4 "Hardware" means the CA provided physical hardware device or server.

2.5 "License Metric" means the specific criteria for measuring the usage of the CA Software (such as MIPS, CPUs, tiers, servers, or users).

2.6 "Mainframe" means CA Software designated as mainframe that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the License Metric in a centralized form of computing.

2.7 "Perpetual License" means a license to use CA Software for an indefinite period subject to compliance with the Agreement.

2.8 "Subscription" or "UMF" (Usage and Maintenance Fee) license means a license to use CA Software for a specific period of time which shall include Support unless otherwise stated in a Transaction Document.

2.9 "Support" (which may also be referred to as "Maintenance") means technical support for the CA Software. Support may also contain "Content Updates" provided by CA for use with the Software intended to be updated, including, but not limited to, data, signatures, definitions, rules, policies, and URLs used by the CA Licensed Software, and may include content produced as a result of Customer's use of the CA Software.

2.10 "Territory" means the location indicated on the Transaction Document where Customer i authorized to install the CA Software.

3. SOFTWARE OFFERING & OBLIGATIONS

3.1 Subject to the Customer's compliance with the Agreement, CA grants the Customer a limited, non exclusive, non-transferable license, for the Term to:

3.1.1 Install and deploy the CA Software in the Territory up to the Authorized Use Limitation.

3.1.2 Permit Authorized End Users to remotely use the CA Software for Customer's and Customer Affiliates' internal business wherever located. Customer hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Customer.

3.1.3 Make a reasonable number of copies of the CA Software for disaster recovery "cold standby", backup and archival purposes. Use of such copies is limited to testing Customer's disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Customer cannot operate the CA Software.

3.1.4 Relocate CA Software to a new Customer location within the Territory upon prior written notice.

3.2 The CA Software may be provided under terms and conditions, use Meter(S) and model(S) set forth within Specific Program Documentation ("SPD") or Product Use Rights supplement identified in applicable Transaction Document(s) ("Order Forms"). The CA Software's specifications, Product Use Rights and specified operating environment information may be found in the Documentation accompanying the CA Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file). The SPD and/or Product Use Rights form an integral part of applicable Transaction Document and are incorporated by reference. If the applicable version of the Software is not specifically listed within the applicable Transaction Document, the SPD and/or Product Use Rights for the most recent prior version shall apply.

3.3 The grant of license is contingent upon Customer's compliance with the following obligations set out under this provision and Customer agrees that it shall not: (i) provide, sub-license or transfer the CA Software or its results/outputs other than to Authorized End Users, (ii) make any use of the CA Software for which it has not paid, (iii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the CA Software; (iv) modify, unbundle, or create derivate works of the CA Software and/or Documentation; (v) rent, sell, lease, assign, transfer or sublicense the CA Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (vi) remove any proprietary notices, labels, or marks on or in any copy or version of the CA Software or Documentation; (vii) claim any rights in the CA Software other than its right to use, (viii) export or use the CA Software in violation of US or other applicable laws and regulations, or (ix) use the CA Offerings for any prohibited end use, such as for nuclear technology

applications, missile, or other military guidance systems and biological weaponry, or major radiation exposure field applications. Any right that is not granted to Customer under this Software Module, the Foundation Agreement or a Transaction Document is reserved to CA. Customer may not use the Software in an electronic communications network that is used wholly or mainly for the provision of publicly available electronic communications services ("Public Network") in a manner that violates the rights to privacy or freedom of expression as outlined in the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights (collectively, "International Human Rights Standards"), of any individual user who directly accesses the Internet or otherwise transmits data through a Public Network, provided the foregoing shall not limit use of the Software in a Public Network to restrict, monitor, collect or process data accessed or transmitted by individual users based upon exceptions to the rights of privacy or freedom of expression that are recognized by International Human Rights Standards. In order to better understand and meet its customers' needs, CA may collect, use, analyze and retain Customer's metadata, system topography information, and/or operations data and, in a confidential and anonymous manner, aggregate such data with similar usage data of other CA customers.

3.4 Upon request by CA, Customer agrees to provide records reasonably requested by CA to verify its compliance with the Authorized Use Limitation defined in the Transaction Document during the period in which Customer is licensed to use the Software and for a period of twelve (12) months after expiration including certified copies of statements or records as applicable. Such reports will be based on the License Metric indicated on the Transaction Document. Customer agrees to allow CA, or an independent third party, to conduct an audit remotely or onsite at Customer's facilities within thirty (30) days of CA providing written notice solely for the purpose of verifying compliance with the Foundation Agreement, Software Module and the Transaction Document. CA agrees that the audit will be confidential, and commercially reasonable in nature and time.

3.5 If the CA Software is provided to Customer for evaluation purposes Section 3.1 (License Grant) is replaced with the following:

3.5.1 CA grants to Customer a non-exclusive, temporary, royalty-free, non-assignable license to use the CA Software solely for internal non-production evaluation subject to the applicable SPD and/or Product Use Rights supplement. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period or (ii) sixty (60) days from the date of initial installation of the CA Software, if no such evaluation period is pre-determined ("Evaluation Term"). Customer is solely responsible to take appropriate measures to back up its system and take other measures to prevent any loss of files or data. The Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Evaluation Term, Customer must cease use of the CA Software and uninstall or destroy all copies of the software. CA shall accept no liability for Customer's use of the CA Software for evaluation purposes. All other terms and conditions of this Agreement shall otherwise apply to Customer's evaluation of the software.

THE SOFTWARE PROVIDED FOR EVALUATION MAY NOT BE TRANSFERRED AND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE ACCOMPANYING SOFTWARE

DOCUMENTATION IS PROVIDED FOR THE PURPOSE OF DESCRIBING THE SOFTWARE; CA DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR OTHER CA COMMITMENTS, OBLIGATIONS, OR LIABILITIES, IN SUCH SOFTWARE.

4. HARDWARE OFFERING AND OBLIGATIONS

4.1 The Hardware provided to Customer pursuant to a Transaction Document is to be used only with the CA Software that is pre-installed or delivered for installation. Subject to Customer's compliance with this Agreement, CA permits Customer to use the Hardware solely with the CA Software pre-installed or delivered for installation in support of Customer's internal business operations.

4.2 Certain Hardware requires Customer to register a service tag prior to use in the location Customer intends to use the Hardware ("Geographic Use Location"). In the event Customer wishes to change Customer's Geographic Use Location, Customer may do so at no additional cost but must contact CA support to re-register the Hardware tag. Any change to the Geographic Use Location and/or any service request that requires CA to obtain additional information and/or validate information to acknowledge and approve warranty service entitlements may result in a delay in providing warranty service entitlements.

4.3 CA will provide a replacement unit for any Hardware that fails to operate in accordance to published configuration and technical specifications within the first three (3) business days after installation, provided that such installation must be completed within thirty (30) days from the date of shipment. Failure to operate does not include cosmetic or other defects that do not directly affect the Hardware's performance. Units which fail to operate must be identified as such by either a CA technical support engineer or an authorized CA representative. A new, like-model replacement unit will be shipped using commercially reasonable means to ship the replacement Hardware. CA will aim to ship within five (5) business days from receipt of notification of product failure, subject to product availability. Delivery is dependent on destination and may be impacted by delays in customs that are beyond the control of CA or its carriers. Customer is responsible for reading and complying with the return instructions included with the replacement Hardware. CA shall not be responsible for any software, firmware, information or data provided by Customer or a third party that is contained in, stored on, or integrated with, any hardware component returned to CA for repair or replacement, whether or not under warranty.

4.4 If Hardware is provided to Customer for evaluation, Customer will: (i) safeguard and protect the Hardware, (ii) not loan the Hardware to a third-party, (iii) not allow any lien to be imposed upon the Hardware, and (iv) be responsible for any damage to the Hardware beyond normal wear, including replacement cost if the Hardware is stolen or lost.

5. SUPPORT OFFERING

5.1 If Support is purchased as set forth within a Transaction Document, CA will provide Customer with purchased Support in accordance with the guidelines at: https://casupport.broadcom.com or https://www.symantec.com/support-center/policies, for CA and Symantec branded offerings respectively. If a renewal fee for Maintenance is identified on a Transaction Document, then CA may automatically invoice Customer for such renewal unless CA receives not less than thirty (30) days

written notice from Customer prior to the anniversary of the applicable Term that such Maintenance is not desired.

5.2 If Content Updates are included as part of Maintenance, Customer is granted the right to receive and use Content Updates as and when they are made generally available, for the Maintenance term, and only for the quantity, indicated on the applicable Transaction Document(s). This Agreement does not otherwise give Customer the right to obtain or use Content Updates, and any unauthorized access to or use of Content Updates is deemed a breach of this Agreement. Upon expiration or termination of the Maintenance Term, Customer must uninstall any Software component that facilitates the receipt of Content Updates and use of Content Updates after expiration or termination of the Maintenance term is a material breach of this License Agreement.

5.3 Software Updates/Upgrades, as provided pursuant to guidelines, may only be obtained for the Authorized Use Limitation or quantity indicated in the applicable Transaction Document. Any Software Updates/Upgrades to an existing license do not modify or alter Customer's Authorized Use Limitation or quantity. If Customer is permitted to transfer its licenses to a different Licensed Software title, then Customer may receive a new Transaction Document on the condition that Customer cease using the replaced Licensed Software prior to use of such replacement Licensed Software. Software Updates/Upgrades are subject to the then-current version of this agreement.

6. THIRD PARTY TERMS

6.1 In the event that the CA Software contains third-party software components, additional terms, notices and/or information that may be applicable to such third-party software components may be found in the Documentation accompanying the CA Software (e.g., a user manual, user guide, or readme.txt or notice.txt file), and/or at https://techdocs.broadcom.com/us/product-content/recommended-reading/certified-device-lists/ca-software-third-party-terms.html for Symantec branded offerings they may be found at https://www.broadcom.com/enterprise-legal.

7. SOFTWARE PERFORMANCE WARRANTY

7.1 For Distributed Software, CA warrants that the Distributed Software as defined in the Transaction Document will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the CA Software subject to Customer's compliance with the Agreement.

7.2 For Mainframe Software, CA warrants that the Mainframe Software will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term, subject to Customer's compliance with the Agreement.

8. SOFTWARE PERFORMANCE WARRANTY REMEDY

8.1 If CA has breached either warranty set forth in the section entitled Performance Warranty, Customer's remedy is for CA to, in consultation with Customer, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the CA Software(s) with one that materially complies with the Documentation, or (iii) terminate the license and provide a pro-rata refund of the license fees paid and or Support fees. To Customer or CA Partner (wherefrom the non-compliant CA Offering was procured). If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Transaction

Document or if the CA Software is licensed under Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years. The above warranty remedies are CA's sole obligation and Customer's sole and exclusive remedy for the breach of the above warranty.

8.2 Warranty remedies are conditioned upon (i) any error or defect reported is reasonably reproducible by CA, (ii) the CA Software is not modified and is being used in accordance with CA Documentation, and (iii) the breach is not attributable in whole or in part to any non-CA product(s) or service(s).

9. HARDWARE PERFORMANCE WARRANTY

CA warrants that the Hardware shall be substantially free from material defects in material and workmanship under normal authorized use and service and will substantially conform to the written documentation accompanying the Hardware for twelve (12) months from date of shipment (the "Hardware Warranty Period"). Any third party hardware that is (a) not manufactured by CA, (b) not embedded within the CA Offerings manufactured by CA, or (c) identified as separate items on CA's price list or quotes shall be subject exclusively to the manufacturer's warranty for such third party hardware.

10. HARDWARE PERFORMANCE WARRANTY REMEDY

Upon confirmation of a defect or failure of a Hardware, or component and depending on the then-current Geographic Use Location of the Hardware, Customer's sole and exclusive remedy for defective Hardware, or component thereof, if notified within the Hardware Warranty Period, shall be for CA to arrange for, at its sole option and discretion, to: (i) repair or replace the defective Hardware, or component thereof, with either a new or refurbished replacement Hardware, or component, as applicable; (ii) provide onsite repair services for any defective Hardware, or component, or (iii) repair or replace any defective Hardware returned to CA through CA's Returned Merchandise Authorization Services process for Hardware. The instructions on how to submit a request are detailed at https://www.symantec.com/support-center/policies, or successor URL. Any repaired parts or components or replacement parts or components provided by CA pursuant to any Hardware warranty service shall be warranted only for ninety (90) days, provided, however, that Customer's warranty for such part or component may become void due to improper installation or other damage to such parts or components. Customer must remove all data from Hardware before returning it to CA. All defective Hardware, or any component thereof, which has been replaced, shall become the property of CA. All defective Hardware, or any component thereof, which has been repaired, shall remain Customer's property. THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND CA'S SOLE AND EXCLUSIVE LIABILITY FOR CA'S BREACH OF THIS LIMITED WARRANTY.

11. FEES

During the Term, CA may increase the fees hereunder for the CA Offerings up to 10% annually by providing Customer with advance notice including through pricing notices posted at the CA support website no less than ninety (90) days prior to such changes taking place but in no event will CA purport to effect a price change while in any particular calendar year (i.e., price changes will only be effective on January 1 of the year following that in which notice was provided).

1. INTRODUCTION

1.1 This Module for Software as a Service ("SaaS Module") between the applicable Regional CA Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("CA"), and Customer, ("Customer"), is effective on the date set forth in the referencing Transaction Document, and specifies the terms and conditions which apply to SaaS that CA will provide to Customer.

1.2 This SaaS Module incorporates by reference the terms of the Foundation Agreement effective on the date set forth in the referencing Transaction Document between CA and Customer (or CA Partner). Any capitalized terms used in this SaaS Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1 "Authorized Use Limitation" or "Meter" means the limitation on usage of SaaS as measured by the Billing Metric specified in the Transaction Document.

2.2 "Authorized Users" means Customer, its employees and independent contractors and/or Customer Affiliates or as otherwise defined in the SaaS Listing, that access and use SaaS provided that they are bound by terms and conditions no less restrictive than those contained in the Agreement and solely to the extent that they are acting on behalf of Customer or Customer Affiliates.

2.3 "Billing Metric" means the metric for billing SaaS to Customer as defined in the SaaS Listing (e.g., users, transactions, etc.).

2.4 "Customer Data" means any information provided by Authorized Users or Customer authorizes access to in the course of accessing and using SaaS.

2.5 "Data Center Region" means a geographic region that is served by one or more hosting facilities for CA SaaS. CA Data Center Regions are set out in the SaaS Listing.

2.6 "Force Majeure Event" means an event that arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal) and/or delays or outages caused by an internet service provider or independent (not a Party's subcontractor) hosting facility.

2.7 "Non-Production" means any Customer deployed environment that is not Production such as development, test, staging, demonstration, or training environments.

2.8 "Production" means the "live" environment of SaaS that Customer uses as their primary business environment.

2.9 "SaaS", "SaaS Offering", "Online Service" means the version of the CA software and/or type of service defined in the Transaction Document and made available to Authorized Users via the Internet.

2.10 "SaaS Listing" or "Service Description" means the operating parameters, data and data center location(s), applicable audit standards, availability standards and any other details for the specific SaaS Offering as published or made available by CA. SaaS Listings may define provisioning and management processes applicable to the SaaS Offering, types and quantities of system resources (such as storage allotments), functional and technical aspects of the SaaS, as well as a catalogue of available service requests. SaaS listings are available at https://www.broadcom.com/support/why-ca/saas/saas-resources while the Service Descriptions are available at https://www.symantec.com/enterprise-legal.

2.11 "SaaS Support" means support of the SaaS Offering so it operates materially in accordance with the Documentation.

2.12 "Scheduled Downtime" means planned downtime of SaaS availability for periodic and required maintenance events, including but not limited to, upgrades and updates to the SaaS and data center infrastructure where CA provides notice to Customer at least 72 hours in advance.

2.13 "Service Level Availability" (SLA) means the targeted availability levels measured in the Production environment, as specified in the SaaS Listing which may vary according to each SaaS Offering and its component capabilities.

2.14 "Security Breach" means access to Customer Data by an unauthorized person or entity.

2.15 "Subscription Term" means the initial or renewal period of the subscription to a SaaS Offering as set out in the Transaction Document.

2.16 "Trial Period" means the period of time that Customer accesses and uses SaaS for evaluation or trial set out in the Transaction Document. If no time is indicated, then the period shall be set for thirty (30) days from the effective date of the Transaction Document. For avoidance of doubt, only a Transaction Document which explicitly states that it is for trial or evaluation by the Customer shall be considered a trial use.

3. SAAS OFFERING

3.1 Subject to the Customer's compliance with the Agreement, CA provides Customer a non-transferable and non-exclusive right for Customer and its Authorized Users to access and use SaaS for the Customer's internal business use during the Subscription Term in accordance with the Agreement.

3.2 If CA provides software to Customer to enable or to optimize SaaS (e.g. plug-ins), CA provides Customer, during the Subscription Term, a non-transferable and non-exclusive right to use such software solely in connection with SaaS. The grant of rights for such software is contingent upon

Customer's compliance with the following obligations: Customer agrees, that neither it nor Authorized Users shall: (i) provide, sub-license or transfer the CA Software or its results/outputs other than to Authorized End Users; (ii) make any use of the CA Software for which it has not paid; (iii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the software; (iv) modify, unbundle, or create derivative works of the software and/or Documentation; (v) rent, sell, lease, assign, transfer or sublicense the software or use the software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (vi) remove any proprietary notices, labels, or marks on or in any copy or version of the software or Documentation; (vii) claim any rights in the CA Offering other than its right to use; (viii) export or use the CA Offering in violation of US or other applicable laws and regulations, or (ix) use the CA Offerings for any prohibited end use, such as for nuclear technology applications, missile, or other military guidance systems and biological weaponry, or major radiation exposure field applications. Any installation of agents or software of any kind will be required to be returned or destroyed at the end of the Subscription Term. All rights in and to the software described herein, not expressly granted to Customer, are expressly reserved by CA.

3.3 If SaaS is provided on a trial basis, Customer agrees to access and use SaaS solely for trial and evaluation purposes during the Trial Period, in accordance with the usage restrictions set forth in the Transaction Document. At the end of the Trial Period, Customer's right to access and use SaaS automatically expires and Customer agrees to cease accessing and using SaaS and to de-install any agents or copies of software provided as part of the SaaS and certify to CA in writing that all copies or partial copies of any such software have been deleted from Customer's computer libraries and/or storage devices and destroyed. If Customer desires to continue its use of SaaS beyond the Trial Period, Customer may enter into a Transaction Document and pay the applicable fees. DURING TRIAL PERIODS, CUSTOMER AGREES TO ACCESS AND USE SUCH SAAS ON AN AS IS BASIS AND AGREES THAT CA PROVIDES NO WARRANTIES, SLAS OR INDEMNITIES ARISING OUT OF SUCH ACCESS AND USE. ANY DATA ENTERED OR CONFIGURATION OF THE SAAS DURING THE TRIAL PERIOD WILL NOT BE STORED OR AVAILABLE AFTER THE TRIAL PERIOD.

4. FEES

4.1 The Authorized Use Limitation and associated fees shall be as set out on the Transaction Document. CA, directly or through CA Partner, reserves the right to invoice Customer for any use of the SaaS in excess of the Authorized Use Limitation. Customer agrees that the purchase of any SaaS is not contingent on CA providing any future features or functionalities.

4.2 For Subscription Terms that are invoiced in advance, Customer may increase the Authorized Use Limitation or Meter amount at any time, by executing a Transaction Document for additional SaaS. If Customer's current use of a SaaS offering exceeds the Authorized User Limitation or Meter amount shown on Customer's applicable Transaction Document, then Customer, or its delegated CA Partner, must promptly submit a new order for the additional use, which will be invoiced at the then-current rates, or as mutually agreed upon by the Parties, through the current Subscription Term, and the aggregate Authorized Use Limitation or Meter amount will be the basis for any renewal of the Subscription. CA reserves the right to invoice Customer for any additional use, at the

then-current rates, if a corresponding order is not promptly received. Each additional order will be subject to the then-current version of this Agreement.

5. CUSTOMER DATA

5.1 Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data shall be considered to be Confidential Information under the Agreement. Customer Data will be stored and processed in the applicable Data Center Region. CA shall not access Customer's user accounts, or Customer Data, except in response to SaaS or technical issues where Customer requests or consents to such access in consultation with CA. Customer acknowledges and agrees that CA may use Customer Data to the extent necessary for the purposes of detecting, blocking, analyzing and reporting cyber-threats in the delivery of any Symantec branded offerings, including, but not limited to, the following purposes: (i) the development of threat intelligence resources aiming at improving the ability of networks and systems to resist unlawful or malicious actions compromising the security of information and services accessible via such networks and systems; and (ii) the development and enhancement of any CA Offerings.

S.2 CA will collect, modify and analyze metadata and/or operations data which does not contain any Customer Data, such as system log files and transaction counts which relate to system utilization and performance statistics, all as deemed necessary by CA.

5.3 Customer may access Customer Data, reports and/or information through SaaS until the end of the Subscription Term. After the end of the Subscription Term, CA will destroy all Customer Data.

5.4 Customer is responsible for obtaining all approvals and consents required by any third parties to use the SaaS. CA is not in default of its obligations if it cannot provide the SaaS when approvals or consents have not been obtained or any third party otherwise validly prevents CA from providing the SaaS. Customer is responsible for its account information, passwords and other login credentials and must notify CA immediately of any known unauthorized possession or use of your credentials.

5.5 In case of a Force Majeure Event, Customer acknowledges and agrees that Customer Data may not be fully recoverable beyond the last restoration archive point, the frequency of which is described in the SaaS Listing.

5.6 Customer agrees not to provide any health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless it is a supported feature in the Documentation of the applicable 5aaS Offering.

6. SECURITY

6.1 CA will maintain and administer a security policy with physical and technical safeguards designed to protect the security, integrity and confidentiality of the Customer Data. CA runs security background checks on all operations staff. CA shall adhere to and subject such policies and practices to an audit under the compliance criteria defined in the applicable SaaS Listing. A copy of CA's audit reports

and certifications can be found at https://www.broadcom.com/support/why-ca/saas/compliance-audit-reports.

6.2 CA is not responsible for unauthorized access, alteration, theft or destruction of Customer Data arising from Customer's own or its Authorized Users' actions or omissions in contravention of the Documentation. Customer's ability to recover any lost data resulting from CA's misconduct is limited to restoration by CA from the most recent back-up.

6.3 In the event that CA has determined that a Security Breach will or is likely to cause harm to the Customer or an Authorized User, CA will, as promptly as practicable but in no event later than as required by law, provide Customer with notice of the Security Breach. After initial notification, CA will keep Customer updated at periodic intervals on the steps taken by CA to investigate the Security Breach including providing a reasonably detailed incident report, including measures to be taken by the Customer to minimize potential damages. Such report will be provided promptly following completion of the report. The Parties understand and agree that if CA is prevented by law or regulation from providing such notice(s) and/or reports within the time frames, such delay shall be excused.

7. SAAS SUPPORT

7.1 Customer shall be provided with SaaS Support during the Subscription Term in accordance with the applicable CA Support Policy at https://casupport.broadcom.com/ or as specified in the applicable Saas Listing or Service Description. To access SaaS Support, Customer may utilize the CA support website, or other site or notification mechanism as CA may designate from time to time.

7.2 The SaaS Release and Upgrade Policy located at: https://docs.broadcom.com/docs/ca-saas-release-and-upgrade-policy-for-ca-technologies, describes CA's SaaS release and upgrade cycles, customer notices, timing, as well as other pertinent information such as version requirements for all the SaaS offerings that have published release cycles. For Symantec branded offerings, CA will aim to provide Customer with twelve (12) months' notice of the last date of an Online Service's availability. CA will provide such notification to Customer's then-current business or technical contact, and/or by publication on the applicable administrator portal for the Online Service(s). Once an Online Service is no longer available, Customer will no longer have access to or use of the Online Service.

8. MAINTENANCE AND UPGRADES

8.1 CA may make changes or updates to the SaaS and/or SaaS infrastructure (such as compute infrastructure, storage technology, security, technical configurations, hosting facilities within Data Center Region, etc.) that do not materially degrade the deployment and consumption of the SaaS Offering during the Subscription Term including to reflect changes in technology, industry practices, and/or patterns of system use.

9. CUSTOMER RESPONSIBILITIES

9.1 Customer is responsible for all activities that occur in, or are related to, user accounts including the data, information stored or transmitted when accessing SaaS. All applications residing within Customer's environment or installed on third party service provider's environments on behalf of

Customer that integrate to SaaS shall be managed and supported by Customer. Customer is also responsible for managing components that are downloaded onto their environment such as web browser based software plug-ins that extend SaaS.

9.2 The SaaS Offerings do not include Customer configurations, nor policies and procedures implemented and set by Customer that are available through the SaaS Offering. Customer acknowledges and agree that it is solely responsible for selecting its configurations and assuring that the selection conforms to its policies and procedures and complies with all applicable laws and regulations in jurisdictions in which Customer is accessing the SaaS Offering(s).

9.3 As Customer may integrate or utilise third party links to other software, hardware or other services which are associated with, or otherwise available through the SaaS, Customer agrees that it and/or Customer Affiliates, its Authorized Users and anyone acting on their behalf shall use such third party links at their sole discretion. CA shall have no responsibility or liability with respect to such third party links used by Customer and/or Customer Affiliates, its Authorized Users or for any act or omission of any such third party provider.

9.4 Customer shall not: (i) make SaaS available to any third party not authorized or as otherwise contemplated by the Agreement; (ii) send or store code that can harm or result in damage to SaaS (including but not limited to malicious code and malware); (iii) willfully interfere with or disrupt the integrity of SaaS or the data contained therein; (iv) attempt to gain unauthorized access to the SaaS or its related system or networks; (v) use SaaS to provide services to third parties except as expressly permitted by the Agreement; (vi) use SaaS in order to cause harm such as overload or create multiple agents for the purpose of disrupting operations of a third party; (vii) remove or modify any program markings or any notice of CA's or its licensors' proprietary rights; (viii) perform or disclose any Benchmark or performance tests on the SaaS; or (ix) perform or disclose any of the following security testing of the SaaS environments or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing or any other test or procedure not authorized in the Documentation. A breach by the Customer of its obligations under this section shall be considered a material breach of the Agreement.

10. WARRANTY

10.1 CA warrants that during the Subscription Term, the SaaS shall perform materially in accordance with the applicable Documentation subject to Customer's compliance with the Agreement. During any Trial Period, this warranty shall not apply.

10.2 Customer warrants that (i) it has the right to transmit Customer Data and any data or information as may be required for the purposes of accessing SaaS, (ii) it is responsible for all activities that occur in user accounts, and (iii) it shall not misuse SaaS by sending spam or otherwise duplicative or unsolicited messages or store infringing, obscene, threatening, or otherwise unlawful material or material that is harmful to children or violates third party privacy rights.

11. WARRANTY REMEDY

11.1 If it is established that CA has breached the above warranty, CA may, at its option, (i) use reasonable efforts to cure the defect in the SaaS; (ii) replace the SaaS with SaaS that materially conforms to the specifications in the Documentation; (iii) in the event CA cannot, after commercially practicable attempts to do so, achieve the remedies in (i) or (ii), CA may terminate the subscription to the SaaS and provide a refund to Customer or CA Partner of pre-paid, unused fees calculated against the remainder of the Subscription Term as of the effective date of such termination. Customer must report the alleged breach of warranty with reasonable specificity in writing within thirty (30) days of its occurrence to benefit from this warranty and the remedies stated herein. The above warranty remedies are CA's sole obligation and Customer's sole and exclusive remedy for beach of the above warranty.

12. SERVICE LEVEL COMMITMENT

12.1 The Service Level Availability is measured against reports that CA runs on a regular basis based on objective criteria. Reports are available to Customer upon request. If Customer cannot access SaaS during the Subscription Term, Customer should contact CA to receive SaaS Support.

12.2 If it is determined by Customer and confirmed by CA that SaaS is unavailable beyond the default threshold identified in the applicable SaaS Listing measured on a monthly basis during three contiguous months, then Customer has the right to elect any of the remedies specified therein.

12.3 The following events shall be excluded from the calculation of Service Level Availability: (i) Force Majeure Event; (ii) outages due to Scheduled Downtime; (iii) outages based on Customer networks or domain name server issues; (iv) Customer's configuration, scripting, coding drafted by Customer without CA's authorization or knowledge; (v) internet outages; (vi) outages requested by Customer; (vii) Customer changes to its environment which hinder SaaS production; (viii) outages to remedy a security vulnerability or as required by law and (ix) inability for Customer to log in to SaaS service because of dependence on non-CA provided services or components (e.g., Lightweight Directory Access Protocol (LDAP) in Customer's environment).

1. INTRODUCTION

1.1 This Module for Services and Education ("Services Module") between the applicable Regional CA Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("CA"), and Customer, ("Customer"), is effective on the date set forth in the referencing Transaction Document, and specifies the terms and conditions which apply to Services and Education that CA will provide to Customer.

1.2 This Services Module incorporates by reference the terms of the Foundation Agreement between CA and Customer. Any capitalized terms used in this Services Module shall have the meaning given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1 "CA Intellectual Property" includes Deliverables, business processes, software, tools, databases, data, materials, information, and any derivatives or modifications thereof, which includes, without limitation any and all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therein, that are either (i) owned at any time (ii) developed independently of the Services (iii) licensed from a third party, or (iv) Modifications.

2.2 "CA Personnel" mean employees, sub-contractors or agents on behalf of CA that have entered into confidentiality provisions no less restrictive than defined in the Agreement.

2.3 "Course Materials" means any Education content provided to Customer in any media pursuant to a Transaction Document, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by CA or a CA subcontractor.

2.4 "Customer Intellectual Property" means Confidential Information and any business requirements, materials, information and/or intellectual property owned or licensed that is provided by Customer, which includes, without limitation all patents, copyrights, trademarks, trade secrets, and other intellectual property rights that may be accessed or used during the provision of Services but in all cases excludes any CA Intellectual Property.

2.5 "Deliverables" means Packaged Work Product and/or other items provided to the Customer pursuant to an SOW.

2.6 "Education" means any standard or customized education offerings, training or instruction, or related services, provided by CA or a CA subcontractor in any format or location, including without limitation, (i) instructor led training, including at CA or Customer site(s), (ii) virtual training, including online classes, courses, or course catalogues and/or (iii) class room training or testing.

2.7 "Packaged Work Product" means any CA Intellectual Property developed prior to or during the Services which relates to the functionality of CA Software provided to the Customer as a Deliverable pursuant to a Statement of Work.

2.8 "Project Coordinator" means the individual appointed by a Party to act as a project coordinator for each Services engagement to (i) coordinate the performance of its obligations under the

Agreement, (ii) act as its representative regarding the Services, and (iii) maintain primary responsibility for communication with the other Party in relation to the Services.

2.9. "Services Documentation" means the documentation provided to the Customer pursuant to a Services engagement, including without limitation, such documentation describing the project specifications, design, configuration, architecture and testing procedures, Course Materials or installation and user guides, as applicable.

2.10. "Services" means the professional services or Education services provided by CA or its designated subcontractors to the Customer as set out in the relevant SOW.

2.11. "SOW" or "Statement of Work" means a description of Services to be provided or as referenced in the Transaction Document.

3. SERVICES OFFERING

3.1. CA will provide the Services as agreed in an SOW or Transaction Document, on the basis of time and materials, or retainer each of which will be further described in the SOW or Transaction Document.

3.2. CA will determine the resources required for the provision of the Services.

3.3. Customer may request CA to change any particular CA Personnel assigned to the provision of the CA Services upon prior written notice provided that it can show reasonable cause for such request. CA will use reasonable efforts to replace such CA Personnel subject to parties agreeing any impact within a change order.

4. EDUCATION OFFERING

4.1. CA will provide Education as agreed in a Transaction Document. The Transaction Document will indicate the courses or classes ordered, fees, the number of attendees and the location of the Education services, if applicable. Customer is responsible for any travel costs and/or expenses incurred to attend Education.

5. COOPERATION

5.1. Each Party acknowledges that the success of the Services requires the cooperation of both Parties. Customer and CA shall each assign, where appropriate, a Project Coordinator that has requisite authority to decide day-to-day questions that may arise in relation to the Services as defined in the SOW.

5.2. Customer acknowledges and agrees that in order for CA to effectively perform the Services in a timely manner, Customer will cooperate with CA by making available on a timely basis (i) management decisions, information, approvals and acceptances required by CA for the completion of the Services; (ii) appropriate access to Customer facilities, personnel, equipment, resources and systems; and (iii) any relevant information and documentation as necessary to facilitate performance of the Services. In addition to the above, Customer shall supply CA Personnel with suitable office and work space, and normal office equipment and support, adequate computer

resources (including necessary rights to third party software), internet, telephone and facsimile support as necessary to perform the Services.

5.3. Each Party agrees to assign competent and qualified staff to participate in the performance of the Services.

5.4. During the provision of Services and for six (6) months thereafter, Customer shall not actively solicit for hire, nor knowingly allow its employees to solicit for hire, any employee of CA associated with the performance of Services without the prior written consent of CA. This provision shall not restrict in any way the right of Customer to solicit generally in the media for required personnel, and shall not restrict employees, contractors, or representatives of CA from pursuing on their own initiative employment opportunities from or with Customer. The parties agree that violation of this provision will subject the violating party to liquidated damages consisting of an amount equal to three (3) months' salary for each hired employee solicited in contravention of this section.

6. FEES AND EXPENSES

6.1. Customer will pay to CA the fees, expenses and other charges as provided for and approved pursuant to the Transaction Document and such expenses shall be in accordance with CA's expenses policy.

6.2. The Services are to implement the pre-existing features and functions of CA Software and do not include any customization or development activity that impacts any of the full features and benefits and underlying source code of the CA Software. Payment of license fees and/or Support fees for CA Software is not contingent upon Customer receiving the Services.

6.3. Partners. If the CA Offering was ordered through a CA Partner or a CA Partner's reseller, Section 6.1 shall not apply.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Customer shall retain all rights in and to Customer Intellectual Property, including all Customer Intellectual Property that may be contained in the Deliverables, and such rights shall remain vested in Customer.

7.2. CA shall retain all rights in and to all CA Intellectual Property and such rights shall remain vested in CA.

7.3. If information or materials are used by a Party in the performance of its obligations in the Agreement, such use of information or materials shall not transfer ownership of that information or materials to the other Party.

7.4. Customer shall have the right to modify or adapt the Deliverables excluding any Packaged Work Product as required or deemed appropriate by Customer ("Modifications"), however any such Modification shall render void any warranties or indemnities provided by CA and its licensors or subcontractors.

7.5. CA grants to Customer, a non-exclusive, limited, non-transferable license to use the Deliverables and Modifications for internal business purposes subject to terms of the Agreement. Where the Deliverables or Modifications are to be used in conjunction with CA Offering then the license to use

the Deliverables or Modifications shall be consistent with the usage limitations as set out in the license agreement for such CA Offering.

8. WARRANTY

8.1. CA warrants that (i) it will perform the Services and Education as detailed in the applicable SOW; and (ii) any Deliverable provided pursuant to a Transaction Document will conform to the Services Documentation for thirty (30) days from the day of delivery.

8.2. Customer shall provide written notice of a warranty claim within thirty (30) days of date of delivery ("Notice") of the Services or Education claimed defective or in the case of a Deliverable, the date of delivery, that gave rise to the warranty claim. If Notice is not provided to CA then the Deliverable, Services and/or Education will be deemed delivered in accordance with the warranty obligations.

9. WARRANTY REMEDY

9.1. In the event of a breach by CA of the above Warranty section, Customer's remedy, at CA's discretion and in consultation with Customer, shall be to re-perform the Services and/or Education at no additional charge to Customer or to refund the applicable fees paid to Customer (or CA Partner), which correspond to the Services, applicable Deliverable or Education. These remedies are contingent upon the following: (i) that the Deliverable has not been modified by Customer; and (ii) that the alleged breach did not result from Customer's failure to abide by its obligations defined in the applicable Transaction Document or for its failure to follow the Services Documentation. To the maximum extent permitted by applicable law, the above warranty remedies are CA's sole obligation and Customer's sole and exclusive remedy for breach of the above warranty.

10. CHANGE REQUEST

10.1. Upon request by Customer or CA, the scope of Services may be adjusted through a mutually agreed change order defining the impact of any changes, including the fees or any other aspect of the provision of the Services.

PŘEKLADATELSKÁ DOLOŽKA

Já, Ing. Jiří Spěváček, IČ: 10192328, soudní překladatel jazyka anglického, českého a německého zapsaný v seznamu tlumočníků a překladatelů vedeném Ministerstvem spravedlnosti České republiky, tímto stvrzuji, že jsem osobně provedl překlad připojené listiny a že tento překlad souhlasí s textem předmětné listiny. Při provádění překladu nebyl přibrán konzultant.

Tento úkon je zapsán v evidenci úkonů pod číslem položky: 926/2021

Praha 11. 10. 2021

Ing. Jiří Spěváček

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Specifický programový dokument ("Licenční SPD")

1.   Společnost CA Europe s.a.r.l. (dále uváděná jako "společnost CA") poskytuje zákazníkovi licenci k níže uvedenému softwarovému programu (programům) společnosti CA dle následujících licenčních podmínek. Použitím softwaru společnosti CA zákazník potvrzuje, že se si tyto podmínky přečetl a souhlasí s nimi. "Zákazníkem" se rozumí právnická osoba, které byla udělena licence k softwaru společnosti CA dle tohoto licenčního SPD; dále je rovněž uváděná jako "klient", "zákazník" nebo "držitel licence". "Softwarem společnosti CA" se rozumí program (programy), ke kterému (kterým) byla poskytnuta licence na základě tohoto licenčního SPD, a veškeré opravy, záplaty, aktualizace, vylepšení či jiný software, který zákazník obdrží v rámci údržby. "Údržbou" se rozumí služby údržby a podpory, které zákazníkovi poskytne subjekt, od kterého si zákazník zakoupil software společnosti CA.

2.   **Název programu: CA Client Automation**

3.   **Specifikované operační prostředí**

Specifikace softwaru společnosti CA a informace o specifikovaném operačním prostředí naleznete v dokumentaci dodané se softwarem společnosti CA, je-li k dispozici (např. návod k použití, příručka pro uživatele, popř. soubor readme.txt nebo notice.txt). "Dokumentací" se rozumí (a) v souvislosti se softwarem společnosti CA: pouze standardní specifikace, uživatelská dokumentace a technické návody a příručky dodané se softwarem společnosti CA (některé nebo všechny tyto dokumenty mohou být k dispozici pouze v angličtině) a (b) v souvislosti s údržbou a záruční podporou: Externí předpisy společnosti CA stanovující rozsah a povahu údržby a záruční podpory, která je dostupná pro zákazníky společnosti CA, naleznete na stránkách _http://www.support.ca.com._

4.   **Licenční model**

K softwaru společnosti CA je poskytována licence podle počtu "spravovaných systémů" uvedených v objednávkovém formuláři ("omezení autorizovaného použití"). "Spravovaným systémem" se rozumí fyzický nebo virtuální počítačový systém, ve kterém může být provozován operační systém, včetně, mimo jiné, stolního počítače nebo notebooku, používaný koncovým uživatelem k plnění pracovních úkolů – přístupu k datům, aplikacím a prostředkům – a který je spravován nebo řízen programem CA Client Automation prostřednictvím řídicí infrastruktury, bez ohledu na skutečnost, zda je CA management agent (řídicí prostředek CA) umístěn v tomto systému, či nikoliv. Tyto systémy zahrnují notebooky, stolní počítače a virtuální stolní počítače s operačními systémy Windows, Macintosh a Linux; nezahrnují systémy Windows Server, Linux Server a UNIX. c. Prvky řídicí infrastruktury, např. Domain Manager, Scalability Server a System Engine, které jsou provozovány na serverových platformách, nevyžadují samostatnou licenci, vyjma případů, kdy tyto systémy samotné řídí tzv. active agent (aktivní prostředek) za jiným účelem, než je řídicí infrastruktura programu CA Client Automation.
Program CA Client Automation tvoří:
CA IT Client Manager
CA Patch Manager
CA Desktop Migration Manager
CA Asset Intelligence
CA Workflow pro CA IT Client Manager (je zahrnut v dodaném programu CA Client Automation k použití výhradně pro automatizované pracovní postupy (workflow) uvnitř CA Client Automation a mezi CA Client Automation a jinými softwarovými programy).

Je-li software společnosti CA použit k ovládání přístupu k více počítačům (fyzických i virtuálních), z hlediska stanovení omezení autorizovaného použití se počítá každé takové využití tohoto softwaru. "Virtuální" počítačové nebo serverové prostředí se vytvoří tehdy, pokud se technologie virtuálního počítače (vztahující

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se na hardware klienta i serveru) použije ke spuštění více instancí operačního systému (systémů), které budou souběžně provozovány na jednom počítači.

5. Licenční podmínky

5.1. Udělení licence. Licence udělená zákazníkovi je omezenou, nevýhradní a nepřenosnou licencí platící pro celé území. „Území" je uvedeno v příslušném objednávkovém formuláři v oddílu nazvaném „Území". Použití licence zahrnuje její použití zákazníkem samotným a autorizovanými koncovými uživateli zákazníka. „Autorizovanými koncovými uživateli" se rozumí zaměstnanci zákazníka, zaměstnanci jeho sesterské firmy a nezávislí dodavatelé (vyjma subdodavatelů, poskytovatelů správy budov nebo poskytovatelů služeb aplikací). Za použití softwaru společnosti CA autorizovanými koncovými uživateli ponese vždy odpovědnost zákazník. Zákazník je oprávněn využívat software společnosti CA k provozu systémů ke zpracování interních dat své sesterské firmy, přičemž „sesterskou firmou" se rozumí každý subjekt, ve kterém zákazník vlastní více než padesátiprocentní (50%) podíl, ze zákona či na základě smlouvy, avšak pouze po dobu, kdy bude zákazník tento podíl vlastnit. Zákazník je oprávněn přenést software společnosti CA na nový hardware, pracoviště nebo místo na území, pokud o tom předem písemně informuje společnost CA; za tento přenos může být účtován dodatečný poplatek místní pobočkou společnosti CA, od které si zákazník software společnosti CA koupil.

5.2. Druh licence. Druh licence udělené zákazníkovi je definován v objednávkovém formuláři pro software společnosti CA a může zahrnovat:
Trvalou licenci: Licence k trvalému užívání softwaru společnosti CA.
Licenci ve formě předplatného: Licence k využívání softwaru společnosti CA po konkrétně definované období uvedené v příslušném objednávkovém formuláři. Jakmile po uplynutí uvedeného období licence vyprší, zákazník, všechny jeho sesterské firmy a autorizovaní koncoví uživatelé musí software společnosti CA přestat používat, pokud si zákazník neobstaral novou licenci.

5.3. Zákaz použití. Pokud to tento licenční SPD výslovně nepovolí, zákazník nesmí: (a) software společnosti CA kopírovat, rozmnožovat, distribuovat ani poskytovat jiným osobám, avšak je oprávněn zhotovit si v dobré víře rozumný počet kopií tohoto softwaru pro obnovu systému po jeho výpadku, zálohování a archivaci v podobě tzv. cold standby (neaktivní záloha) a tyto kopie může použít pro přiměřené testování a v dobrém úmyslu pro obnovu systému po výpadku. Za udržování kopií softwaru společnosti CA v prostředí tzv. hot standby (aktivní záloha) nebo další či dodatečné použití softwaru společnosti CA pro obnovu systému po výpadku, zálohování či archivaci je zákazník povinen hradit společnosti CA příslušné poplatky; (b) upravovat, rozbalovat nebo vytvářet díla odvozená ze softwaru společnosti CA; (c) pronajímat, prodávat, poskytovat za poplatek, udělovat, převádět nebo poskytovat software společnosti CA v podobě sublicence, popř. tento software používat k poskytování hostingu, servisní kanceláře, služeb na vyžádání nebo subdodavatelských služeb ve prospěch třetí strany; (d) odstraňovat jakákoliv upozornění, štítky nebo značky o vlastnických právech obsažené v tomto softwaru společnosti CA nebo dokumentaci, popř. jejich kopiích, nebo v jiném softwaru společnosti CA nebo materiálech, ve kterých bude tento software společnosti CA nebo dokumentace, nebo její část, obsažena; (e) používat software společnosti CA způsobem překračujícím nebo rozšiřujícím použití, pro které má zákazník platnou licenci; nebo (f) zpětně kompletovat, dekompilovat nebo jinak překládat software společnosti CA, či jej podrobit reverznímu inženýrství, vyjma rozsahu, ve kterém to bude konkrétně povolovat platný zákon bez možnosti odmítnout toto právo ve smluvních ustanoveních. Veškerá práva, která nejsou v těchto podmínkách konkrétně udělena, se tímto výslovně vyhrazují.

6. Všeobecné podmínky

6.1. Vývozní pravidla. Zákazník souhlasí, že se na software společnosti CA budou vztahovat pravidla kontroly vývozu USA a pravidla kontroly dovozu libovolné jiné země, ve které může být tento software použit. Zákazník souhlasí, že při vývozu, opětovném vývozu nebo dovozu softwaru společnosti CA dodrží příslušné zákony a zmíněná pravidla kontroly.

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6.2. Rozhodné právo. Zákazník i společnost CA souhlasí, že budou uplatňovat stejné zákony, které se vztahují na smlouvu, jejímž prostřednictvím si zákazník koupil licenci k softwaru společnosti CA – tento licenční SPD se bude těmito zákony řídit a bude na jejich základě vykládán a vykonáván, bez ohledu na zásady střetu zákonů. Úmluva OSN o smlouvách o mezinárodním prodeji zboží se na tento licenční SPD nevztahuje.

6.3. Omezení odpovědnosti.

6.3.1. Odpovědnost společnosti CA, bez ohledu na důvod odpovědnosti, je neomezená v případě úmrtí, úrazu, poškození zdraví nebo škod způsobených hrubou nedbalostí nebo záměrným opomenutím ze strany společnosti CA, popř. hrubou nedbalostí nebo záměrným opomenutím ze strany zákonných zástupců společnosti CA nebo osob, které společnost CA zaměstnává za účelem plnění svých smluvních závazků a v případě odpovědnosti vyplývající ze zákona o odpovědnosti za produkt.

6.3.2. V případě drobné nedbalosti ponese společnost CA odpovědnost, bez ohledu na důvod odpovědnosti, pouze při porušení závazku (a pouze v rozsahu tohoto porušení), který je klíčový pro plnění této smlouvy (tzv. „Kardinalpflicht"). V takovém případě bude odpovědnost společnosti CA vůči zákazníkovi omezena na škody, které jsou předvídatelné a které mohou obvykle vyvstat v souvislosti s touto smlouvou.

>Dále platí, že odpovědnost společnosti CA vůči zákazníkovi za nepřímé, zvláštní a následné škody (včetně, mimo jiné, ztráty zisku, ztráty podnikání, ztráty příležitosti nebo ztráty dobrého jména) je omezena na škody, které jsou předvídatelné a které mohou obvykle vyvstat v souvislosti s touto smlouvou.

6.3.3. Smluvní strany se shodly, že předvídatelné škody, které mohou obvykle vyvstat v souvislosti s licencemi poskytnutými na základě této smlouvy, ve smyslu výše uvedeného odstavce 6.3.2, nepřesáhnou celkovou výši poplatků, které zákazník zaplatil výhradně za výše uvedený software společnosti CA, který škodu způsobil, popř. zapříčinil danou situaci, přičemž poplatky za údržbu nejsou do této částky zahrnuty.

6.3.4. Odpovědnost za ztrátu dat se v případě pravidelného a odpovídajícího zálohování dat omezuje na obvyklou činnost obnovy provozu systému.

6.3.5. Smluvní strany se shodly, že zde uvedená omezení a výjimky jsou spravedlivé a přiměřené pro všechny situace zmíněné ve smlouvě.

6.4. Omezená záruka. Společnost CA zaručuje zákazníkovi, že je oprávněna udělit mu práva a licence uvedené v tomto dokumentu na uvedeném území a že nejrozšířenější verze softwaru společnosti CA, která je všeobecně dostupná v době vydání tohoto dokumentu, je bez závad.

6.4.1. Pokud se dojde k závěru, že společnost CA porušila některou z výše uvedených záruk, bude jedinou její povinností a nápravným prostředkem zákazníka to, že společnost CA, dle své volby, (1) vynaloží přiměřené úsilí k odstranění závady u softwaru společnosti CA, nebo (2) nahradí vadný software společnosti CA softwarem společnosti CA, který bude v podstatných ohledech odpovídat specifikacím uvedeným v dokumentaci.

6.4.2. Nebude-li možné závadu v rozumné době odstranit, popř. pokud náprava závady nebo výměna softwaru bude nakonec neúspěšná, je zákazník oprávněn (i) v případě licence formou předplatného požadovat přiměřené snížení dohodnutých poplatků anebo okamžitě ukončit jejich úhradu z důvodu uvedeného výše, při splnění právních nebo zákonných požadavků; (ii) v případě trvalé licence, dle své volby, (1) odstoupit od smlouvy nebo požadovat snížení poplatků dohodnutých v příslušném objednávkovém formuláři a (2) požadovat odškodné, popř. náhradu zbytečně vynaložených výdajů. Na právo požadovat náhradu zbytečně vynaložených výdajů se vztahuje omezení odpovědnosti uvedené v odstavci 6.3 výše.

6.4.3. V případě trvalé licence jsou zde uvedené nároky plynoucí ze záruky časově omezené na období jednoho roku od dodání softwaru společnosti CA.

6.4.4. Tato záruka a uvedené nápravné prostředky platí pouze při dodržení následujících podmínek: (i) společnost CA dokáže nahlášenou chybu nebo závadu v rozumném rozsahu reprodukovat; (ii) zákazník poskytne společnosti CA přiměřenou pomoc při diagnostikování a nápravě příslušného narušení softwaru; (iii) zákazník si nainstaloval a používá veškeré aktualizace, záplaty a opravy, které společnost CA nebo její sesterské firmy pro daný software od společnosti CA nabízí; (iv) zákazník ve všech podstatných ohledech dodržel smluvní podmínky a podmínky příslušného licenčního SPD (včetně, mimo jiné, úhrady všech poplatků) a v podstatné míře se řídil dokumentací k danému softwaru od společnosti CA či požadavky na

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údržbu; a (v) příslušná závada nebo chyba vznikla výhradně chybou nebo opomenutím způsobeným společností CA, jejích zprostředkovatelů, sesterských firem nebo zaměstnanců.

6.4.5.   Zákazník chápe a souhlasí s tím, že hardwarové vybavení a software třetích stran dodaný společností CA mu může být dodán se zárukou nebo na základě jiných podmínek nabízených výrobcem nebo poskytovatelem licence k tomuto hardwaru nebo softwaru. V takových případech společnost CA uvede tyto záruky nebo jiné podmínky v dokumentaci dodávané s příslušným softwarem nebo jiným plněním.

6.4.6.   Pokud zákazník uplatní nárok na základě tohoto oddílu týkajícího se záruky, nebude mít nárok či možnost uplatnit stejné nápravné prostředky vyplývající ze záruky u jiné strany na základě jiného záručního ustanovení.

TYTO ZÁRUKY JSOU VÝHRADNÍMI ZÁRUKAMI PRO ZÁKAZNÍKA A NAHRAZUJÍ VEŠKERÉ JINÉ ZÁRUKY NEBO PODMÍNKY, VÝSLOVNÉ ČI PŘEDPOKLÁDANÉ, VČETNĚ, MIMO JINÉ, PŘEDPOKLÁDANÝCH ZÁRUK DOSTATEČNÉ KVALITY, NEPORUŠOVÁNÍ PRÁV TŘETÍ STRANY A VHODNOSTI PRO KONKRÉTNÍ ÚČEL. SPOLEČNOST CA NEZARUČUJE, ŽE SOFTWARE SPOLEČNOSTI CA NEBO ÚDRŽBA VYHOVÍ POŽADAVKŮM ZÁKAZNÍKA, POPŘ. ŽE POUŽÍVÁNÍ SOFTWARU SPOLEČNOSTI CA NEBO KOMPONENT ÚDRŽBY BUDE PROBÍHAT BEZ PŘERUŠENÍ ČI BEZ ZÁVAD. NĚKTERÉ STÁTY NEBO JURISDIKCE NEUMOŽŇUJÍ VYLOUČIT NĚKTERÉ VÝSLOVNÉ NEBO PŘEDPOKLÁDANÉ ZÁRUKY, PROTO SE VÝŠE UVEDENÉ VYLOUČENÍ ZÁRUK NEMUSÍ NA ZÁKAZNÍKA VZTAHOVAT. POKUD TO PLATNÉ ZÁKONY POVOLUJÍ: (A) TYTO ZÁRUKY NEBO PODMÍNKY MAJÍ TRVÁNÍ OMEZENÉ NA ZÁRUČNÍ DOBU STANOVENOU PRO PŘÍSLUŠNÝ SOFTWARE SPOLEČNOSTI CA NEBO ÚDRŽBU; A (B) NÁPRAVA PŘI PORUŠENÍ NĚKTERÉ Z TĚCHTO ZÁRUK NEBO PODMÍNEK SE OMEZUJE NA OPRAVU NEBO VÝMĚNU ZBOŽÍ, U KTERÉHO SE OPAKOVANĚ ZJISTÍ, ŽE NESPLŇUJE TYTO ZÁRUKY ČI PODMÍNKY, POPŘ. USTANOVENÍ O ÚDRŽBĚ. ŽÁDNÉ ZÁRUKY ANI PODMÍNKY JAKÉKOLIV POVAHY NEBUDOU PLATIT PO UPLYNUTÍ ZÁRUČNÍ DOBY. NĚKTERÉ STÁTY NEBO JURISDIKCE NEPŘIPOUŠTÍ VÝŠE UVEDENÁ OMEZENÍ, PROTO SE V KONKRÉTNÍM ROZSAHU UVEDENÁ OMEZENÍ NEMUSÍ NA ZÁKAZNÍKA VZTAHOVAT.

6.5.   Informace o vlastnických a patentových právech. Vlastnická a jiná práva k duševnímu vlastnictví, včetně, mimo jiné, patentů, autorských práv, ochranných známek a obchodních tajemství k softwaru společnosti CA, dokumentaci a z nich odvozených děl a veškeré renomé plynoucí z použití tohoto softwaru společnosti CA a dokumentace náleží výlučně a trvale společnosti CA anebo jejím poskytovatelům licencí. Zákazník nesmí toto duševní vlastnictví zpřístupnit či poskytnout žádné třetí straně, kromě případů, kdy to tento licenční SPD výslovně povoluje, a je povinen podniknout příslušné kroky, aby splnil zde uvedené povinnosti zákazníka, včetně poučení či získání souhlasu svých zaměstnanců, kteří mají k těmto informacím přístup, o neposkytování tohoto duševního vlastnictví.

6.6.   Postoupení práv. Zákazník nesmí bez předchozího písemného souhlasu společnosti CA tento licenční SPD ani právo na použití softwaru společnosti CA, popř. svá práva a povinnosti vyplývající z tohoto licenčního SPD, postoupit jiné straně. Tento licenční SPD je závazný pro smluvní strany a všechny jejich nástupce a postupníky. Společnost CA může tento licenční SPD postoupit jiné straně písemným oznámením doručeným zákazníkovi.

6.7.   Ukončení licence. Společnost CA Europe Sarl je oprávněna ukončit tento licenční SPD a zrušit licenci v něm udělenou v případě, že zákazník anebo autorizovaní koncoví uživatelé zákazníka poruší tento licenční SPD anebo smlouvu, na jejímž základě zákazník zakoupil software společnosti CA anebo příslušnou údržbu.

7.   Informace a podmínky třetích stran

Pokud software společnosti CA obsahuje softwarové komponenty třetích stran a poskytovatel licence od třetí strany bude požadovat začlenění konkrétních licenčních podmínek k danému softwaru do této licence od společnosti CA, tyto softwarové komponenty třetích stran a jejich konkrétní podmínky, které se touto zmínkou začleňují do tohoto dokumentu, budou uvedeny v dokumentu s podmínkami příslušné třetí strany umístěném na tomto odkaze https://support.ca.com/prodinfo/tpterms.

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Specific Program Document ("License SPD")

1. CA Europe s.a.r.l. ("CA") licenses to Customer the CA software program(s) listed below under the following terms and conditions. By using the CA Software, Customer confirms that Customer has read and agreed to these terms. "Customer" means the legal entity being granted the license to the CA Software under this License SPD, also referred to as "Client", "Customer" or "Licensee". "CA Software" means the program(s) licensed under this License SPD, and any fixes, patches, updates, upgrades, or other software provided to Customer as part of Maintenance. "Maintenance" means the maintenance and support services provided to Customer by the entity from which Customer has purchased the CA Software.

2 **Program Name: CA Client Automation**

3. **Specified Operating Environment**

The CA Software's specifications and specified operating environment information may be found in the Documentation accompanying the CA Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file). "Documentation" means (a) with respect to CA Software: only standard specifications, user documentation, and technical manuals and guides provided with the 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 customers can be found at *http://www.support.ca.com.*

4. **Licensing Model**

The CA Software is licensed by the number of "Managed Systems" set forth in the order form (the "Authorized Use Limitation"). A "Managed System" is any physical or virtual computer system that can host an operating system, including, but not limited to, a desktop computer or laptop computer, used by an end-user as part of their job function to access data, applications and resources, that is administered or managed by CA Client Automation by way of a management infrastructure, whether a CA management agent resides on the system or not. This includes laptops, desktops and virtual desktops running Windows, Macintosh and Linux operating systems, and it excludes Windows Servers, Linux Servers and UNIX systems. c. The management infrastructure components, such as Domain Manager, Scalability Server, and System Engine, that run on server platforms do not require a separate license, except if these systems themselves are being managed by an active agent for purposes other than serving as the CA Client Automation management infrastructure.
CA Client Automation consists of:
CA IT Client Manager
CA Patch Manager
CA Desktop Migration Manager
CA Asset Intelligence
CA Workflow for CA IT Client Manager (it is included in the delivery of CA Client Automation for use only for automating workflows inside CA Client Automation and between CA Client Automation and other software programs)

When CA Software is used to control access to multiple machines (physical and virtual), each such use of the CA Software shall be counted for the purposes of determining the Authorized Use Limitation. A "virtual" PC or 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.

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5. Licensing terms

5.1.   License grant. The license granted to Customer is a limited, non-exclusive, non-transferable and territory wide license. The "Territory" is specified in the applicable order form, in the section entitled "Territory". Customer's use of the license shall extend to use by Customer and Customer's Authorized End Users. "Authorized End Users" means Customer and Customer's Affiliate's employees and independent contractors (but excluding any outsourcer, facilities management providers or application service provider). Use of the CA Software by Authorized End Users shall at all times remain Customer's responsibility and liability. Customer may use the CA Software for the operation of Customer's Affiliate's internal data processing where an "Affiliate" shall mean any entity for which Customer holds greater than a fifty percent (50%) interest or, by force of law or contract but only for so long as Customer maintains that interest. Customer may transfer such CA Software to new hardware, site or location within the Territory upon prior written notice to CA and such transfer might be subject to the payment of additional fees to the local CA entity from which Customer has purchased the CA Software.

5.2.   Type of license. The type of license Customer receives is designated in the order form for the CA Software and may include:
Perpetual License: A perpetual license to use the CA Software.
Subscription License: A license to use the CA Software for a specific length of time as set forth in the applicable order form. When the license expires at the end of the applicable term, Customer, all Affiliates and Authorized End Users must stop using the CA Software if Customer has not obtained a new license.

5.3.   Use Prohibitions. Except as expressly authorized by this License SPD, Customer may not: (a) copy, reproduce, distribute or disclose the CA Software, provided that Customer 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 Customer 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 Customer; 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.

6. General Terms.

6.1.   Export Rules. Customer agrees that the 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. Customer agrees to export, re-export or import CA Software only in compliance with such laws and controls.

6.2.   Applicable Law. Both Customer and CA consent to the application of the same laws as are applicable to the contract through which Customer purchased the license of the CA Software to govern, interpret and enforce this License SPD without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this License SPD.

6.3.   Limitation of Liability.
6.3.1.   CA's liability shall, regardless of the reason for the liability, be unlimited in cases of death or bodily injury or injury of health and damages caused by gross negligence or willful default of CA or the

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grossly negligent or willful default of CA's legal representatives or persons whom CA occupies with the performance of its contractual obligations and in cases of liability under the Product Liability Act.

6.3.2.   In case of slight negligence CA shall, regardless of the reason for the liability, only be liable, if and to the extent of a violation of an obligation which is essential for the execution of this Agreement ("Kardinalpflicht"). In this case, CA's liability to Customer will be limited to damages which have been foreseeable and which can typically arise in connection with this Agreement.

> Further to the above CA's liability to the Customer for indirect, special and consequential damages (including, without limitation, loss of profits, loss of business, loss of opportunity or loss of goodwill) shall be limited to damages which have been foreseeable and which can typically arise in connection with this Agreement

6.3.3.   It is the parties' understanding that the foreseeable damages that can typically arise in connection with the licenses made available in this Agreement in the meaning of section 6.3.2 above will not exceed the total amount of fees paid by the Customer solely for the specific CA Software that caused the damage or gave rise to the cause of action, with the exclusion of any Maintenance fees.

6.3.4.   The liability for loss of data shall be limited to the typical recovery efforts in the case of regular and adequate data back-up.

6.3.5.   The parties agree the limitations and exclusions herein are fair and reasonable in all the circumstances of the Agreement.

6.4.   Limited Warranty. CA warrants to Customer that it has the authority to grant to Customer the rights and licenses mentioned herein in the Territory and that the then prevailing generally available version of the CA Software is free of defects.

6.4.1.   If it is established that CA has breached either of the warranties above, CA's only obligation and Customer's remedy shall be for CA to, at its option, (1) use reasonable efforts to cure the defect in the CA Software; or (2) replace the defective CA Software with CA Software that materially conforms to the specifications in the Documentation.

6.4.2.   If the defect cannot be cured within a reasonable period of time or if the rectification of the defect or replacement has finally failed, Customer shall have the right

(i) in case of a subscription license to have the fees agreed reasonably reduced and/or terminate immediately for cause, if the legal or statutory requirements are met;

(ii) in case of a perpetual license, at its option, (1) to rescind from the Agreement or have the fees agreed in the applicable order form reduced and (2) claim damages or to claim reimbursement of futile expenditures. The right to claim damages or futile expenditures shall be subject to the limitations of liability set forth above in section 6.3.

6.4.3.   In case of a perpetual license the warranty claims stated herein shall become time-barred within 1 year after delivery of the CA Software.

6.4.4.   This warranty and the remedies offered are applicable only if: (i) the reported error or defect is reasonably reproducible by CA; (ii) Customer provides CA with reasonable assistance in the diagnosis and remedy of the applicable breach; (iii) Customer has installed and is using all updates, patches and fixes made available by CA or its affiliates for the affected CA Software; (iv) Customer has complied in all material respects with the terms and conditions of the Agreement and the relevant License SPD (including but not limited to payment of all fees) and has materially conformed to the Documentation for the affected CA Software or Maintenance; and (v) the error or defect is due solely to an error or omission on the part of CA, its agents, affiliates or employees.

6.4.5.   Customer understands and agrees that third-party hardware equipment and software supplied by CA may be provided to Customer 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.

6.4.6.   If Customer claims under this warranty section, Customer is not entitled or eligible to seek for the same warranty remedies from any other party under any another warranty provision.

> **THESE WARRANTIES ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NONINFRINGEMENT AND FITNESS FOR A**

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PARTICULAR PURPOSE. CA DOES NOT WARRANT THAT THE CA SOFTWARE OR MAINTENANCE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT USE OF THE CA SOFTWARE OR MAINTENANCE COMPONENTS 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 CUSTOMER. IF PERMITTED BY APPLICABLE LAW: (A) SUCH WARRANTIES OR CONDITIONS ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SPECIFIED FOR THE APPLICABLE CA SOFTWARE OR MAINTENANCE; AND (B) THE REMEDY FOR BREACH OF ANY SUCH WARRANTIES OR CONDITIONS IS LIMITED TO REPAIR OR REPLACEMENT OF ANY GOODS FOUND NOT TO COMPLY WITH THEM OR THE PROVISION OF MAINTENANCE AGAIN. NO WARRANTIES OR CONDITIONS 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 CUSTOMER.

6.5.   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 and Documentation, any derivative works thereof, and any goodwill accruing from the use of such CA Software and Documentation, belong exclusively to and shall remain with CA and/or its licensors. Customer shall not make available or disclose such intellectual property to any third parties except as expressly permitted by this License SPD, and shall take appropriate action, including by instruction or agreement with Customer's employees who are permitted access to such information, to satisfy Customer's obligations hereunder.

6.6.   Assignment. Customer may not assign the License SPD, the use of any CA Software or Customer's rights and obligations under the License SPD without the prior written consent of CA. The License SPD shall be binding on the parties and all of their respective successors and assigns.   CA may assign the License SPD by written notice to Customer.

6.7.   Termination. CA Europe Sarl may terminate the present License SPD as well as revoke the license hereby granted in the event of a breach by Customer and/or Customer's Authorized End Users of this License SPD and/or the agreement under which Customer has purchased the CA Software and/or applicable Maintenance.

7.   Third Party Information and Terms

If the CA Software contains third-party software components, and the third-party licensor requires incorporation of specific license terms and conditions for such software into this CA license, those third-party software components and their specific terms and conditions, which are incorporated by this reference, are set forth in the Third Party Terms document located at https://support.ca.com/prodinfo/tpterms.

PŘEKLADATELSKÁ DOLOŽKA

Já, Ing. Jiří Spěváček, IČ: 10192328, soudní překladatel jazyka anglického, českého a německého zapsaný v seznamu tlumočníků a překladatelů vedeném Ministerstvem spravedlnosti České republiky, tímto stvrzuji, že jsem osobně provedl překlad připojené listiny a že tento překlad souhlasí s textem předmětné listiny. Při provádění překladu nebyl přibrán konzultant.

Tento úkon je zapsán v evidenci úkonů pod číslem položky: .....*921/2021*.....

Praha ....*8. 10. 2021*....

_____

Ing. Jiří Spěváček