1.   Overview

CA Support for CA software consists of operational assistance and technical support provided by CA, in its reasonable judgment, during the term of CA Support procured by you. CA will supply its software licensees who have enrolled in CA Support with Upgrades that are made generally available ("GA") by CA, together with any additional related Documentation.

CA Support is offered for GA CA software unless CA specifically designates that software as not eligible for support or the software is licensed by CA on an "as is" basis without warranties. You are only eligible to receive CA Support if you remain current on all applicable licensing and maintenance fees due and payable to CA and are otherwise compliant with your applicable contractual obligations to CA.   CA currently makes, and at CA's discretion CA may make, other fee-based tiers of support or support offerings available that provide specific, customized, and/or more comprehensive forms of enhanced support services. As a prerequisite to obtaining additional support through these offerings, you must be an active CA Support customer for such software.

This CA Support Policy and Terms may be updated by CA from time to time, in its sole discretion, however such updates will not result in a material reduction in the level of CA Support provided for the CA software you have licensed and for which an applicable maintenance agreement is in effect at the time such update is implemented and for the remaining term of such contract and you are otherwise compliant with your contractual obligations to CA.

Technical support will be performed in a timely and professional manner by qualified support engineers familiar with the CA software. CA Support generally includes:

- For all non-Severity 1 incidents, direct access to technical support and the ability to open and manage support incidents via CA Support Online or by telephone. SEVERITY 1 INCIDENTS MUST BE OPENED VIA TELEPHONE.
- 24x7x365 support for Severity 1 incidents.
- Access to CA Support Online* (support.ca.com) for 24x7x365 online technical support and access to CA software product and Documentation downloads, Fixes, Service Packs, patch downloads, user groups, user forums, beta testing, FAQs, samples, webcast recordings and demos, usage tips, technical updates and HYPER notifications, as such are made available by CA.
- Interactive remote diagnostic support allowing technical support engineers to troubleshoot an incident securely through a real-time browser-based remote control feature.
- Upgrades for the CA software if and when CA makes them GA. Any CA software so provided is subject to the same usage limitations and restrictions as the CA software originally licensed to you by CA.

*CA Support Online (including Self-Service Support) may not be immediately available for software products obtained by CA in corporate acquisitions. Technical support for acquired software products may be provided via a separate website on an interim basis during the transition of online support for such software products to CA Support Online.

Defined terms used in this policy include the following:

"CA Support" means maintenance and support for CA software in addition to warranty support.

"Documentation" means specifications, user documentation, and technical manuals and guides provided by CA with CA software.

"Fix" means any change that CA makes to the software, including changes made for purposes of maintaining system compatibility, error correction, improved operation and security and Workarounds that establish or help to restore material conformity to the specifications in the Documentation for that software. A "Fix" is generally an interim solution for a specific customer problem, and is typically provided through a targeted point patch or hot fix. A "Fix" may also include any recommendations or advice provided to you including recommendations that you migrate to a current Version or Release, consideration of the incident in developing a future Version or Release of the software, or other steps to close an open incident in accordance with CA support processes.

"Release" means a release of a CA software product, which may contain minor new software product functionality, code, or compatibility and incorporates all previous Service Packs and Fixes (if any exist) since the last Version. Typically, a Release requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA for a particular product, a Release is tied to the preceding Version and is designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.

"Self-Service Support" means access to self-help tools provided on CA Support Online, such as software product compatibility information, previously published Fixes, Workarounds, knowledge documents and other CA software product solutions.

"Service Pack" means a set of cumulative Fixes for a particular Version or Release of the software, and typically does not contain new features or functionality. A Service Pack may be available either as a download from CA Support Online or as a media kit. It is generally installed as a software product overlay (also known as a patch). Service Pack nomenclature is tied to the related Version or Release. For example, a Service Pack relating to Version 1.0 would be designated as 1.0 SP 1, 1.0 SP 2, etc., and a Service Pack for Release 2.1 would be designated as 2.1 SP1, 2.1 SP2, etc.

"Upgrades" include Documentation revisions, error corrections, software product enhancements, Service Packs, Versions and Releases for the CA software for which CA Support is provided, and do not include any options or software products that are licensed separately by CA and are not derived from or based on the existing software product or Documentation. Sometimes Upgrades are referred to as "product updates" or "software updates" in older Documentation.

"Version" means a release of a CA software product that contains major changes in software product functionality, code, or compatibility and incorporates the previous Release (if one has occurred), Fixes and Service Packs (if they have occurred). Typically, a Version requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA for a particular product, a Version is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

"Workaround" means an interim resolution of an incident and may include specific modifications to the software to address critical problems (sometimes also called "hot fixes"). In some cases, the incident addressed by the Workaround will be permanently resolved when you install the next Upgrade; the Workaround itself may be considered final if it materially reduces the impact of an error or defect.

2.   Service Level Objectives

CA will use reasonable efforts to meet the service level objectives stated in the Service Level Objectives table below with regard to remedial software support and will provide ongoing efforts to resolve Severity 1 support incidents. All incidents can be submitted to CA on a 24 hours per day, 7 days per week, 365 days per year basis. Due to the complexities of technical environments, the table represents an estimate of response times only and actual response times may vary.

Severity Level Descriptions

"Severity 1" means "System Down" or a product-inoperative condition impacting a production environment for which no Workaround is immediately available, such as (i) production server or other mission critical systems are down; (ii) a substantial portion of mission-critical data is at a significant risk of loss or corruption; (iii) a substantial loss of service; (iv) business operations have been severely disrupted; or (v) an incident in which the software causes catastrophic network or system failure or that compromises overall system integrity or data integrity when the software is installed or when it is in operation (i.e. system crash, loss or corruption of data, or loss of system security) and significantly impacts ongoing operations in a production environment. SEVERITY 1 INCIDENTS MUST BE SUBMITTED TO CA VIA TELEPHONE. IN ADDITION, THE ELEVATION OF ANY LOWER SEVERITY INCIDENT TO SEVERITY 1 STATUS MUST BE REQUESTED VIA TELEPHONE.

"Severity 2" means a high-impact business condition possibly endangering a production environment. The software may operate but is severely restricted.

"Severity 3" means a low-impact business condition with a majority of software functions still usable; however, some circumvention may be required to provide service.

"Severity 4" means (i) a minor problem or question that does not affect the software function, (ii) an error in software product Documentation that has no significant effect on operations; or (iii) a suggestion for new features or software product enhancement.

Service Level Objectives	
Incident Severity	Initial Response Time
1	1 hour
2	2 business hours**
3	4 business hours**
4	1 business day**

** During normal business hours, as published on CA Support Online, based on the time an incident is initially submitted online or telephonically.

3.   Supported Software

CA Support is provided for the latest Version or Release of the software made GA by CA. At CA's sole discretion CA Support may be provided for one previous Version or Release ("GA-1") for a CA software product that has not reached End Of Service ("EOS") as set forth in Section 6 below.

4.   Customer Responsibilities

In order to receive CA Support, you must maintain a supported environment, which includes the current Versions and Releases and Service Packs of CA software. All computer hardware, operating systems, and third party software associated with the affected CA software must be maintained on the latest releases and version levels from the manufacturer that CA designates as compatible with the CA software.

In order to receive CA Support, you must provide a technical support incident request in English that contains all information pertinent to the problem or incident, including but not limited to the site identification number, incident severity level (determined in accordance with CA's incident Severity Level Descriptions above), software/Release/Version/Service Pack or gen level, operating system/version, platform, a description of the problem or incident, and as available, log files/test case, memory dumps, and file listings. You must provide the name(s) and contact information, including email addresses and telephone numbers, for technical personnel who are familiar with the problem or incident and your environment. You must execute diagnostic routines if provided by CA and inform CA of the results. You agree to continue to communicate with CA to verify the existence of the software problem and provide information about the conditions in which the problem could be duplicated. In order to maintain an incident at Severity 1 status, CA may require that you make a technical contact continuously available to CA to provide further documentation and other information pertinent to the incident, as well as perform resolution testing and other activities necessary for CA to provide continuous efforts in progressing the incident. If you are unable to provide such a resource, CA may reduce the severity level of the incident.

5.   Technical Support Limitations

On-site maintenance and support services are not within the scope of CA Support.

CA shall not be obligated to provide technical support for non-CA software, CA software that is not used in accordance with the product Documentation, modifications to the CA software, any code not part of the base CA software product functionality (including custom code provided by CA Services, you or any third party) or problems associated with software products running on unsupported hardware, operating systems, or third party software. Any such service may be available on a fee basis, as determined by CA. Ultimately, you may be required to upgrade to a supported third party software product or release, hardware platform, framework, database or operating system configuration as approved or certified in CA's published specifications to continue receiving technical support services from CA.

CA shall not be responsible for any changes in your hardware or operating environment that may be necessary as a result of a Workaround or Fix. You acknowledge that any changes you elect to make to your operating environment may detrimentally affect the performance of CA software and, despite the technical support to be provided hereunder, CA shall not be responsible for such effects upon, or any resulting degradation in performance of, the CA software. CA is not required to provide technical support if you do not perform your responsibilities as stated herein.

Consulting services are not provided as part of CA Support. CA Support does not include performing deployments, installations or roll-outs.

6.   End of Service Policy

In accordance with this policy, CA decides, at its sole discretion, when a CA software product Version or Release will be designated EOS and what the end of service date ("EOS Date") will be. CA may also decide to withdraw support for a particular operating system, platform, application or database by following the EOS process. When a Version or Release reaches its EOS Date, new development and provision of new Service Packs or Fixes will not be provided for the EOS Version or Release and CA Support will cease.   Previously published Service Packs and Fixes for the EOS Version or Release will continue to be available as part of Self-Service support.

CA will use reasonable efforts to provide licensees with a minimum of twelve (12) months' notice prior to the EOS Date of a Version or Release unless the CA software product is part of the CA Incremental Release Program (in which case notifications will be provided in accordance with the CA Incremental Release Program - Support Policy and Terms available at http://www.support.ca.com). If a third party withdraws support for an operating system, platform, application or database, CA may not be able to provide a longer period of EOS notice than that provided by the third party. Notifications of software product status may include upgrade or migration path information.

Following EOS of a Version or Release, CA will continue to support the CA software product at a later Version or Release level (or, where support has only been withdrawn for a certain operating system, platform, application or database, for the remaining supported environments). CA suggests that licensees of Versions or Releases, subject to an EOS notice, upgrade to the most current supported Version or Release. If you would like maintenance and support for a Version or Release that has reached its EOS Date, you may:

a. purchase consulting services from CA Services for upgrade assistance to a supported Version or Release and obtain upgrade support services which includes technical support for the unsupported Version or Release of the End of Service Version or Release for the duration of the CA Services upgrade project;

b. purchase CA Extended Support for that Version or Release, if: (i) CA has made such offering available for a defined period not to exceed eighteen (18) months from the EOS date; and (ii) you meet any defined prerequisites; or

c. continue to use the Version or Release, consistent with your license, and receive Self-Service Support only.

7. Stabilization Policy

A CA software product becomes stabilized when no future enhancements, Versions, Releases, development or Service Packs are planned, but all other CA Support features remain in effect, including Self-Service Support. Features and functionality are frozen at the current Version or Release level. Licensees will receive notice that a CA software product Version or Release has become stabilized. Notifications of software product status may include upgrade or migration path information. You may be offered the opportunity to license an alternate CA software product which provides similar or, in some cases, enhanced functionality.

8. End of Life Policy

CA decides, at its sole discretion, when a CA software product will be designated EOL and what the end of life date ("EOL Date") will be. When a CA software product reaches its EOL Date, no future development, Upgrades, Service Packs or Fixes will be provided for any Version or Release of the CA software product and CA Support for the CA software product will cease. However, after the EOL Date, CA will continue to provide Self-Service Support for the remaining agreed upon maintenance period.

CA will use reasonable efforts to provide licensees with a minimum of twelve (12) months' notice prior to the EOL Date of a CA software product unless the CA software product is part of the CA Incremental Release Program (in which case notifications will be provided in accordance with the CA Incremental Release Program - Support Policy and Terms available at http://www.support.ca.com). Notifications of CA software product status may include upgrade or migration path information.

An alternate CA software product that provides similar, or in some cases enhanced, functionality, may be made available for licensing by CA. CA suggests that licensees of EOL software products consider migrating to such an alternate software product. CA may be able to assist you in formulating and implementing a migration plan through a fee-based service. If you would like maintenance and support for a CA software product that has reached its EOL Date, you may:

a. purchase consulting services from CA Services for migration assistance to an alternate CA software product, if one is available, and obtain upgrade support services which includes technical support for the unsupported Version or Release of the End of Life product for the duration of the CA Services migration project;

b. purchase CA Extended Support for the last generally available Version or Release of that CA software product, if: (i) CA has made such offering available for a defined period not to exceed eighteen (18) months from the EOL date; and (ii) you meet any defined prerequisites; or

c. continue to use the software product, consistent with your license, and receive Self-Service Support only.

9. Notifications

Any notifications described herein may be provided to you by your CA representative by email, and/or by CA posting such notifications on CA Support Online.

10. 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, CA Support and Documentation, any derivative works thereof, deliverables provided

in connection therewith, and any goodwill accruing from the use of such CA software, CA Support, and Documentation, belong exclusively to and shall remain with CA and/or CA's licensors; provided that to the extent deliverables are provided by CA as part of CA Support, and contingent upon your payment in full for applicable licensing and CA maintenance fees due and payable to CA, CA grants you a royalty-free, non-exclusive license to use such deliverables for your internal business purposes only, consistent with the purpose for which such deliverables were provided. You shall not make available or disclose such intellectual property to any third parties except as expressly permitted by these Policy and Terms, and shall take appropriate action, including by instruction or agreement with your employees who are permitted access to such information, to satisfy your obligations hereunder.

CA is not precluded or restricted from developing computer software or materials, or related Documentation which is or may be considered competitive with any computer software or materials that may have been supplied to you as part of CA Support, irrespective of their similarity. The ideas, concepts, know-how or techniques utilized or developed by CA during the performance of CA Support may be further utilized by CA in any of its other business activities. CA is not restricted in its ability to reassign CA personnel who have provided services hereunder to the performance of similar support services for other customers.

11.   Support for CA Supplied Appliance Hardware

Support for a CA-provided physical server platform hardware appliance which is bundled with and used to operate one or more pre-installed licensed CA software products is provided in accordance with the CA Appliance Hardware Policies published on CA Support Online located at http://support.ca.com.

12.   Support for CA Software Products in CA Incremental Release Program

This CA Support and Policy and Terms does not apply to any CA software product that is part of the CA Incremental Release Program.   Support for CA software products in the CA Incremental Release Program is provided solely in accordance with the CA Incremental Release - Policy and Terms published on CA Support Online located at http://support.ca.com.